

**CLEARVIEW LOCAL SCHOOL DISTRICT**  
**IORAIN COUNTY**  
**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**FOR THE FISCAL YEARS ENDED JUNE 30, 2016, 2017 AND 2018 ACTUAL;**  
**FORECASTED FISCAL YEARS ENDING JUNE 30, 2019 THROUGH 2023**

Line Number		Fiscal Year	Fiscal Year	Fiscal Year
		2016 Actual	2017 Actual	2018 Actual
	<b>Revenues</b>			
1.010	General Property Tax (Real Estate)	2,603,573	2,734,542	2,735,759
1.020	Tangible Personal Property Tax			
1.030	Income Tax			
1.035	Unrestricted State Grants-in-Aid (All 3100's except 3130)	9,108,965	9,859,354	9,789,772
1.040	Restricted State Grants-in-Aid (All 3200's)	1,088,823	1,039,889	1,180,246
1.045	Restricted Federal Grants-in-Aid - SFSF (4220)			
1.050	Property Tax Allocation (3130)	400,111	411,584	404,733
1.060	All Other Revenues except 1931,1933,1940,1950,5100, 5200	3,860,860	4,147,210	4,332,605
1.070	<b>Total Revenues</b>	<b>17,062,332</b>	<b>18,192,579</b>	<b>18,443,115</b>
	<b>Other Financing Sources</b>			
2.010	Proceeds from Sale of Notes (1940)			
2.020	State Emergency Loans and Advancements (Approved 1950)			
2.040	Operating Transfers-In (5100)	124,111	42,540	74,831
2.050	Advances-In (5200)	20,450	22,440	
2.060	All Other Financing Sources (including 1931 and 1933)	1,196		4,125
2.070	<b>Total Other Financing Sources</b>	<b>145,757</b>	<b>64,980</b>	<b>78,956</b>
2.080	<b>Total Revenues and Other Financing Sources</b>	<b>17,208,089</b>	<b>18,257,559</b>	<b>18,522,071</b>
	<b>Expenditures</b>			
3.010	Personal Services	7,809,650	8,166,015	8,329,674
3.020	Employees' Retirement/Insurance Benefits	3,100,960	2,988,262	3,024,922
3.030	Purchased Services	2,742,914	2,787,818	2,655,210
3.040	Supplies and Materials	260,648	289,405	212,093
3.050	Capital Outlay	53,793	265,200	636,092
3.060	Intergovernmental (7600 and 7700 functions)			
	<b>Debt Service:</b>			
4.010	Principal-All (History Only)			
4.020	Principal-Notes	62,500		
4.030	Principal-State Loans			
4.040	Principal-State Advancements			
4.050	Principal-HB 264 Loans			
4.055	Principal-Other			
4.060	Interest and Fiscal Charges	502		
4.300	Other Objects	173,469	174,247	170,834
4.500	<b>Total Expenditures</b>	<b>14,204,436</b>	<b>14,670,947</b>	<b>15,028,825</b>
	<b>Other Financing Uses</b>			
5.010	Operating Transfers-Out	125,111	43,040	97,689
5.020	Advances-Out	22,440	15,834	
5.030	All Other Financing Uses		1,900	
5.040	<b>Total Other Financing Uses</b>	<b>147,551</b>	<b>60,774</b>	<b>97,689</b>
5.050	<b>Total Expenditures and Other Financing Uses</b>	<b>14,351,987</b>	<b>14,731,721</b>	<b>15,126,514</b>
6.010	<i>Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses</i>	2,856,102	3,525,838	3,395,557
	<b>Cash Balance July 1 - Excluding Proposed Renewal/</b>			
7.010	Replacement and New Levies	871,230	3,727,332	7,253,170
7.020	<b>Cash Balance June 30</b>	<b>3,727,332</b>	<b>7,253,170</b>	<b>10,648,727</b>

Average Annual Percent of Change	Fiscal Year 2019 Forecasted	Fiscal Year 2020 Forecasted	Fiscal Year 2021 Forecasted	Fiscal Year 2022 Forecasted	Fiscal Year 2023 Forecasted
2.54%	2,970,435	2,970,435	2,970,435	2,970,435	2,970,435
3.77%	9,785,000	9,785,000	9,785,000	9,785,000	9,785,000
4.50%	1,173,448	1,173,448	1,173,448	1,173,448	1,173,448
0.60%	391,305	391,305	391,305	391,305	391,305
5.94%	4,285,072	4,300,000	4,300,000	4,300,000	4,300,000
4.00%	18,605,260	18,620,188	18,620,188	18,620,188	18,620,188
5.09%	5,713	40,000	40,000	40,000	40,000
-45.13%		8,500	10,000	10,000	10,000
-16.96%	5,713	48,500	50,000	50,000	50,000
3.77%	18,610,973	18,668,688	18,670,188	18,670,188	18,670,188
3.28%	8,870,194	9,003,247	9,138,296	9,275,370	9,414,501
-1.20%	3,250,331	3,412,848	3,583,490	3,762,664	3,950,798
-1.56%	2,924,126	3,041,091	3,162,735	3,289,244	3,420,814
-7.84%	313,774	329,463	345,936	363,233	381,394
266.43%	500,000	1,182,450	1,000,000	1,000,000	1,000,000
-0.76%	183,941	183,941	183,941	183,941	183,941
2.86%	16,042,366	17,153,039	17,414,397	17,874,452	18,351,447
30.69%	25,713	100,000	40,000	100,000	40,000
-64.72%	8,500	10,000	10,000	10,000	10,000
0.96%	34,213	110,000	50,000	110,000	50,000
2.66%	16,076,579	17,263,039	17,464,397	17,984,452	18,401,447
9.88%	2,534,394	1,405,649	1,205,791	685,736	268,741
211.21%	10,648,727	13,183,121	14,588,770	15,794,561	16,480,297
70.70%	13,183,121	14,588,770	15,794,561	16,480,297	16,749,037

8.010	<i>Estimated Encumbrances June 30</i>	96,145	196,335	94,300
	<b>Reservation of Fund Balance</b>			
9.010	Textbooks and Instructional Materials			
9.020	Capital Improvements			
9.030	Budget Reserve			
9.040	DPIA/PBA			
9.045	SFSF			
9.050	Debt Service			
9.060	Property Tax Advances			
9.070	Bus Purchases			
9.080	<i>Subtotal</i>			
	<i>Fund Balance June 30 for Certification</i>			
10.010	<i>of Appropriations</i>	3,631,187	7,056,835	10,554,427
	<b>Revenue from Replacement/Renewal Levies</b>			
11.010	Income Tax - Renewal			
11.020	Property Tax - Renewal or Replacement			
11.300	Cumulative Balance of Replacement/Renewal Levies			
	<i>Fund Balance June 30 for Certification</i>			
12.010	<i>of Contracts, Salary Schedules and Other Obligations</i>	3,631,187	7,056,835	10,554,427
	<b>Revenue from New Levies</b>			
13.010	Income Tax - New			
13.020	Property Tax - New			
13.030	Cumulative Balance of New Levies			
14.010	Revenue from Future State Advancements			
15.010	<i>Unreserved Fund Balance June 30</i>	3,631,187	7,056,835	10,554,427
	See accompanying summary of significant forecast assumptions and accounting policies			
	Includes: General fund, emergency levy fund, SDFSF, PBA fund, and any portion of debt service			
	service fund related to general fund debt.			
21.010	Personal Services SFSF			
21.020	Employees Retirement/Insurance Benefits SFSF			
21.030	Purchased Services SFSF			
21.040	Supplies and Materials SFSF			
21.050	Capital Outlay SFSF			
21.060	Total Expenditures - SDFSF			



**Clearview Local School District – IRN 048132  
FIVE YEAR FORECAST ASSUMPTIONS – May 13, 2019**

**REVENUE ASSUMPTIONS**

**Property Taxes**

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

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

Lorain County reappraises all real property. This process is required to be performed every six years with reappraisal performed on a triennial basis per Ohio Revised Code Section 5715.33. The last reappraisal was performed in 2018 and become effective in 2019.

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

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

In 2007, state leaders expanded the homestead exemption to make property tax relief available to more than a half million additional senior citizens and permanently and totally disabled Ohioans. The homestead exemption dates back to 1971 and has long offered those who qualify the chance to shield part of their "homestead" — a dwelling and up to one acre — from property taxation. But for years, most senior citizens and disabled Ohioans were excluded because of income. The redesigned exemption offers all eligible homeowners, regardless of income, the opportunity to shield up to \$25,000 of the market value of their homestead from property taxation. The reduction in property value reduces property tax revenue.

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

Revenues from unrestricted grant-in-aid is projected to remain flat based on the current State formula, anticipated growth and based on historical patterns. Casino revenue also appears to be flat-lined and even depicting a reduction from 2016 going into 2017, then an increase going into 2018. In 2019, the revenue is estimated at the 2018 level.

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

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

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

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

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

Casino revenue is approximately \$50/student. The opening of additional casinos and along with a full year of operations is the reason for the increase from the original \$20/student. Casino revenue will be estimated at approximately \$85,000 for fiscal year 2019 moving forward. We have been assuming a reduction in the casino revenue due to the opening of the Rockcino at Northfield Park, Thistledown, River Downs and the new racino in Warren County. The Ohio Lottery Commission receives a share of the racino revenue which is not commingled with the casino revenue.

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

Revenue from restricted grant-in-aid should be decreased based upon historical inflationary rates or other indicators that may be introduced in any new legislation. Career Tech amounts are depicting a decrease from the level of income reported in FY15 through FY18; FY19 forward are fairly flat. Increases and decreases have been negligible.

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

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

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

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

#### **Advances and Transfers**

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

#### **All Other Sources**

Revenues from all other sources are based on historical patterns. This year and in the foreseeable future, interest rates will have improved over prior years. The number of students living in the District and attending Clearview Local Schools has decreased. As a result, the District has been accepting more open enrollment students. The April #2 foundation report projects \$3,915,252 open enrollment adjustment. The open enrollment estimate for 2019 through 2023 will remain relatively at this level.

### **EXPENDITURE ASSUMPTIONS**

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

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

Lake Erie Regional Council [LERC], the District's insurance consortium, met and agreed upon holding premium costs at the same level as 2018, therefore the forecast assumes no increase for insurance premiums for 2019 but a 5-7% increases for every year after that. Union membership agreed to move to LERC standard plans effective January 1, 2015. Also, both unions have agreed to the LERC spousal language, providing savings to the District. A Memorandum of Understanding was agreed upon relative to allowing up to \$75.00 monthly payment to employees against the cost of their spousal insurance premium effective October 1, 2019 when spousal coverage is waived.

### **Severance Pay**

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

### **Purchased Services**

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

### **Supplies and Materials**

Expenditures for supplies and materials are based upon historical patterns and other indicators included in new legislation including textbooks adoptions, instructional supplies, office supplies, software, vehicle supplies, enrollment, and other programs. In fiscal year 2018, the District expended \$2,655,210 on supplies and materials. The District estimates that it will spend slightly more in fiscal year 2019.

### **Capital Outlay**



Expenditure for capital outlays are based on historical patterns and other indicators included in new legislation including technology initiatives, bus replacement and copier replacements. The District has been investing in technology to be able to compete with neighboring districts. Most technology purchases are through CDW, Inc., recommended by Epiphany Group. Technology purchases amounted to approximately \$92,000 in fiscal year 2018. In 2019, the following is anticipated: licensing cost = \$7,411, Laptops, monitors and cabling = \$50,935, projectors and cameras = \$11,100, speakers, mice keyboards switches and adaptors = \$1,000. Additionally, the District anticipates spending roughly \$500,000 - \$750,000 toward security and land purchases. District infrastructure and building improvements are anticipated from 2019 through and including 2023 as capital assets are deteriorating and in need of refurbishment or replacement. HVAC systems are anticipated to be approximately \$500,000, Durling Middle School gymnasium floor replacement = \$100,000, stadium bleachers = 125,000, roofing repair = 200,000, maintenance/transportation site improvements = \$500,000 - \$600,000, athletic facility improvements = \$500,000 - \$600,000, parking lot repair = \$125,000, bus purchase = \$95,000/each, maintenance vehicle purchases = \$120,000. Over the next 5 years, it is anticipated that the District will spend approximately \$1,000,000 each year for various school improvement projects that would include the purchase of land, redesign of the athletic facility and fields, transportation facility and vehicles, maintenance facility and vehicles and HVAC and LED lighting projects.

#### **Other Objects**

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

#### **General Fund Debt**

The District does not presently have any General Fund debt.

#### **Advances and Transfers Out**

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

#### **Summary**

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

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

- Reduced state funding for public schools
- Expansion of school voucher programs

- Increased medical contributions
- Increased contributions for employer and employee retirement

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

File: DJC

## BIDDING REQUIREMENTS

Contracts for construction or demolition of buildings or for any improvements or repairs that exceed the amount allowable by Ohio Revised Code are let only after bids are solicited and received in compliance with law. However, if the Board enters into a shared savings contract for energy conservation measures, competitive bidding is not required. The Board may also enter into an installment payment contract for the purchase and installation of energy conservation measures and competitive bidding does not need to be utilized if two-thirds of the entire Board adopts a resolution stating that competitive bidding does not apply to the project.

If feasible, all purchases over \$5,000.00 but under the Ohio Revised Code bidding threshold submitted by at least three vendors. These quotations are treated confidentially until the deadline for filing is past; thereafter, they are public information.

The Treasurer assembles the proper specifications and makes the necessary arrangements for public bidding and price quotations. The Treasurer receives the bids and price quotations and records them. The Treasurer makes his/her recommendations to the Board. Upon approval by the Board, he/she processes purchase orders to those bidders awarded contracts and notifies the other bidders of the results of the bidding.

[Adoption date: August 19, 1991]  
 [Re-adoption date: October 17, 1994]  
 [Re-adoption date: March 19, 2001]  
 [Re-adoption date: October 18, 2004]  
 [Re-adoption date: October 10, 2011]

LEGAL REFS.: ORC 9.314  
 153.01; 153.12 through 153.14; 153.50 through 153.56  
 3313.372; 3313.373; 3313.46  
 3319.04

CROSS REFS.: DJ, Purchasing  
 DJF, Purchasing Procedures  
 ECF, Energy Conversation  
 FA, Facilities Development Goals  
 FEF, Construction Contracts Bidding and Awards



March 6, 2019  
**Group Rating Savings Projection**  
 BWC Policy #34750351

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

We are pleased to invite you to participate in the Group Rating Program for the 2020 rate year 1/1/2020 to 12/31/2020 with the projected discount/savings of:

Participation Discount:	-40%
Final Discount with Break-Even Factor (BEF) Applied:	-34%
Individual Premium:	\$48,696
Group Rated Premium:	\$36,773
Projected Savings:	\$11,923

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

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

#### ENROLLMENT IS EASY!

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

**Enrollment Deadline: Thursday May 30, 2019**  
 Email: [rating@sheakley.com](mailto:rating@sheakley.com)  
 Mail: Sheakley, Attention: Rating Team  
 One Sheakley Way  
 Cincinnati, OH 45246

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

We look forward to serving you and appreciate your trust in Sheakley. For questions or assistance, please contact a Sheakley Representative at 513-618-1439 or [rating@sheakley.com](mailto:rating@sheakley.com).



# GROUP RATING PROGRAM

Savings Projection for Rate Year 1/1/2020 to 12/31/2020

BWC Policy # 34750351

SHEAKLEY / Ohio Schools Council

Enrollment Deadline: Thursday May 30, 2019

Prepared for: Sheffield Clearview Schools

NCCI Code	Base Rate	Projected Annual Payroll*	Projected Individual Rate* -12%	Estimated Individual Premium	*Projected Group Rate* -34%	Estimated Group Premium with BEF
9434	0.0056	\$8,958,148	0.005436	\$48,696	0.004105	\$36,773

\*Above rates include BWC administrative costs.



**PROJECTED SAVINGS: \$11,923**

Annual Service Fee: \$ 1,825

**We look forward to continuing our partnership!**

For questions or assistance, please contact a Sheakley Representative at 513-618-1439 or [rating@sheakley.com](mailto:rating@sheakley.com).

All participants must be in compliance with BWC guidelines:

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

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



**Bureau of Workers' Compensation**

**Employer Statement for Group-Experience-Rating Program**

**Instructions**

- Please print or type
- Please return completed statement to the attention of the sponsoring organization you are joining.
- If you have any group-experience-rating questions call BWC at 614-466-6773

<b>BWC USE ONLY</b>
Application for BWC membership year beginning

**NOTE:** The employer programs unit group underwriters must review and approve this application before it becomes effective.

Employer name Sheffield Clearview Schools	Telephone number (440) 233-3801	BWC policy number 34750351	
Address 4700 Broadway	City Lorain	State OH	9-digit ZIP code 44052

**Group-Experience-Rating Program Enrollment**

I agree to comply with BWC's group-experience-rating program rules (Ohio Administrative Code Rules 4123-17-61 through 4123-17-68). I understand my participation in the group-experience-rating program is contingent on such compliance. This form supersedes any previously filed AC-26.

I understand only a BWC group-experience-rating program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below is not certified this application is null and void.

I am a member of the Better Business Bureau of Central Ohio Inc sponsoring organization or a certified affiliate organization and would like to be included in the group named Better Business Bureau of Central Ohio Inc it sponsors for the policy year beginning 1/1/2020. In addition, I would like to be included in this group each succeeding policy year until rescinded by the timely filing within the preceding policy year of another AC-26 or until the group administrator does not include my company on the employer roster for group-experience rating. I understand the employer roster submitted by the group administrator will be the final, official determination of the group in which I will or will not participate. Submission of this form does not guarantee participation.

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

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

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

**Certification**

\_\_\_\_\_ certifies that he/she is the \_\_\_\_\_ of  
 (Officer name) (Title)

Sheffield Clearview Schools, the employer referred to above, and  
 (Employer name)

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

\_\_\_\_\_ (OFFICER SIGNATURE) \_\_\_\_\_ (DATE)



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

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Sheakley UniService, Inc., One Sheakley Way, Cincinnati, OH 45246 ("Sheakley") hereby offers its services as consultants to: Sheffield Clearview Schools ("Participant"), and, subject to final acceptance by the Ohio Bureau of Workers' Compensation, enrollment in the 2020 Group Rating Plan Year for the Ohio Schools Council Ohio Workers' Compensation Group Rating Program ("Program") for a service period of one year (12 months) beginning with the inception of this Agreement and subject to renewal as stated hereafter:

Said services consist of:

1. Filing of the completed Employer Statement for Group Rating Plan (BWC Form AC-26) and the Sponsoring Organization's Application for Group Rating Plan (BWC Form AC-24);
2. Providing regional industry education, safety, and claims management seminars;
3. Providing actuarial review of Participant's rating experience;
4. Providing claim management for work related injuries which impact Participant's premium rates; and
5. Providing consultation to Participant and representation of Participant, as permitted, before the Ohio Bureau of Workers' Compensation and Industrial Commission of Ohio upon proper notification on the following matters: manual classification, claim and rate protest, and adjudication.

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

Participant confirms and agrees that it is a member in good standing with the Ohio Schools Council ("OSC") and is compliant with the following BWC Rules and Regulations: (a) has not had a lapse in coverage exceeding 40 days; (b) if entered into a partial payment agreement with the BWC, must be current on payment schedule; (c) cannot have unpaid undisputed monies owed to the BWC that are more than 45 days past due as of the application deadline; and (d) cannot participate in more than one group rating plan for the said plan year. Participant also agrees to comply with all current and future BWC Rules and Regulations. Participant further agrees that it is not a Professional Employer Organization/Leasing Company ("PEO") nor does it have currently nor has it had in the past two (2) years a relationship with a PEO, and that it has no pending or completed merger, acquisition or business reorganization which will impact the experience of the group. In addition, prior to any future changes, Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to becoming a PEO, entering into a relationship with a PEO, purchase or acquisition of any portion of business operations, assets or employees from another business entity or BWC risk/policy, and/or successorship imposed by the BWC. If it is determined by Sheakley that future organization restructuring results in negative impact to the Program, Participant agrees to either stop processing of the restructuring or voluntarily request removal from the Program. Failure to disclose this information, or submission of incorrect information, may result in the assessment of additional service fees and/or monetary penalties or assessments against Participant. The amount of such fees, penalties, and/or assessments shall be determined by Sheakley, in its discretion and with approval from the OSC, considering the impact of the additional administrative work and group costs and any additional premiums imposed by the BWC on the Program and/or its participants. Any monies collected for additional premiums will be held by Sheakley and distributed on an equitable basis to any participating members required to remit additional BWC premiums.

Participant agrees to pay, as invoiced, prior to registration in the Program, an administrative and service fee which has been jointly approved by the OSC and Sheakley. Participant acknowledges and agrees that the administrative and service fee is subject to change annually and that payment of this administrative fee does not guarantee participation, or continued participation, in the Program. In the event Participant becomes ineligible for group participation, or the OSC and/or Sheakley determines that Participant is ineligible for participation in the Program, payment received shall be applied to Participant's fee for all other administrative services as outlined in this Agreement. If Participant desires to withdraw from this Program and requests a refund of monies paid, it is understood and accepted that the refunded amount will be prorated for services rendered less a \$75 processing fee. Participant may withdraw their enrollment up to the first Monday in May for that application year by submitting a written request to Sheakley UniService, Inc., Rating Department, One Sheakley Way, Cincinnati, Ohio 45246.

The Program will seek, through Sheakley and the OSC, to improve safety, accident prevention and claims handling for Participant and Participant agrees to participate in and cooperate with such programs as a condition of continued participation. Participant agrees to comply with all current and future BWC Rules and Regulations related to safety training and accident prevention requirements. It is also required Participant attends regionally held safety/claims management seminars on an annual basis if Participant has a claim in the green period (01/01/2018 to 03/31/2019).

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

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

Page 2 of 2

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

Participant acknowledges, represents and agrees that neither the OSC, Sheakley UniService, Inc., nor any persons connected in any way, have made any statements, representations, or guarantees to Participant with respect to premium or cost savings that will or may be realized by Participant by reason of participation in the Program, and that Participant has voluntarily chosen to participate herein without reliance upon any such statement, prediction, estimate or representation. Participant acknowledges that Group Rating is not a guaranteed savings program.

Participant, if eligible and qualified, shall be eligible to participate in the Program as offered by BWC for the plan year 1/1/2020 to 12/31/2020. This Agreement and Participant's involvement shall thereafter be automatically extended for successive like one (1) year periods, provided that the Agreement and/or such participation is not terminated earlier. Participant acknowledges and agrees the OSC shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of the OSC and Sheakley.

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

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

In the event that Participant becomes ineligible to participate in subsequent group rating plan years, the aforementioned enumerated services will continue to be performed for the service period as stated in this Agreement, or until such time as former Participant renders written notice to the contrary at least 60 days prior to the expiration date of this Agreement. If Participant wishes to retain only unemployment services, Participant must contact Sheakley to negotiate a new annual administrative service fee, and enroll in a new Agreement for said services.

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

Ohio Schools Council

Applicant/Participant: **Sheffield Clearview Schools**

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

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

Title President

Title \_\_\_\_\_

Sheakley *[Signature]*

Employer Policy No. 34750351

By \_\_\_\_\_

Email mary-ann.nowak@clearviewschools.org

Title CEO



\*4-600114\*

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



STANZIANO CONCRETE  
43042 BUTTERNUT RIDGE RD.  
OBERLIN, OHIO 44074  
440-322-8540

STANZIANOCONCRETE1@GMAIL.COM  
WWW.STANZIANOCONCRETE.COM

Proposal

PROPOSAL NO. 19039		DATE 4-3-19	
BID NO.		ARCHITECT	
TO CLEARVIEW SCHOOLS		PHONE NO. 440-233-6058	
ADDRESS		DATE OF PLANS	
		WORK TO BE PERFORMED AT:	
		BY: MARK SMORSH MARK.SMORSH@CLEARVIEW	

We hereby propose to furnish the materials and the labor necessary for the completion of SCHOOLS, OK

MISC. SIDEWALKS AND SOUTHWEST APRON/ROADWAY

Quality is not our first priority, it is our ONLY priority!

Area below for additional description and/or drawings:

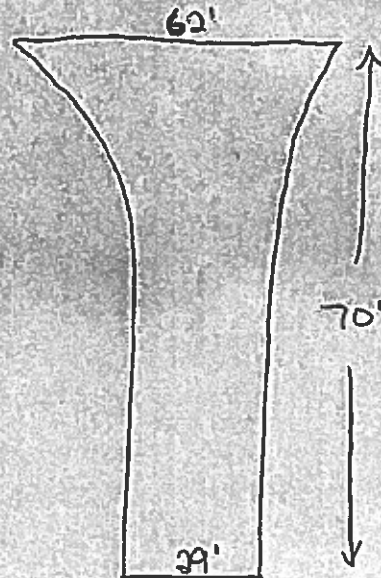
MATERIALS:

- 6 1/2 Sack concrete
- #10 Gauge wire mesh
- Compacted stone base
- Broom finish with edge
- Control joints cut
- Sprayed with diamond clear sealer
- New concrete drilled and pinned to Existing

THE FOLLOWING SIDEWALKS AT 4" THICK:

6'x10', 6'x5', 6'x6', 6'x27', 6'x27'

SOUTHWEST ENTRY APRON/ROADWAY AT 10" THICK WITH 6 GAUGE WIRE MESH.



We maintain the highest quality standards in the industry, however, hairline cracks in concrete are inherent and there are no implied warranties against cracks.

All material is guaranteed to be as specified, and the work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

Dollars (\$ ~~31,000~~ ) with payments to be made as follows

No down payment. Payment in full upon completion

Customer has 72 hours to cancel this agreement. This is Ohio State law.

\$29,000 PER MARK  
J.D. APPROVED

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_



## Work Order Signature Document

Sourcewell EZIQC Contract No.: OHGCACOMA-020618-OPC

 New Work Order       Modify an Existing Work Order

Work Order Number: 068125.00      Work Order Date: 05/10/2019

Work Order Title: Clearview Local Schools 2019 Paving Project

Owner Name: Clearview Local Schools - 4627      Contractor Name: Ohio Paving &amp; Construction

Contact: Mark Smarsh      Contact: Mike Princic

Phone: 440-308-5108      Phone: (440) 975-8929

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No OHGCACOMA-020618-OPC.

Brief Work Order Description:

Paving project for Summer Break 2019

Time of Performance      Days

Liquidated Damages      Will apply:       Will not apply: **Work Order Firm Fixed Price: \$59,806.79**

Owner Purchase Order Number:

**Approvals**

_____	_____	_____	_____
Owner	Date	Contractor	Date

**Detailed Scope of Work**

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**To:** Mike Princic  
Ohio Paving & Construction  
38220 Willoughby Blvd.  
Willoughby, OH 44094  
(440) 975-8929

**From:** Mark Smarsh  
Clearview Local Schools  
4700 Broadway Ave  
Lorain, OH 44052  
440-308-5108

**Date Printed:** May 10, 2019  
**Work Order Number:** 068125.00  
**Work Order Title:** Clearview Local Schools 2019 Paving Project  
**Brief Scope:** Paving project for Summer Break 2019

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Preliminary

Revised

Final

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The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

**Clearview Locals Schools Paving Project**

High School Lot / Durling

Misc Asphalt Repairs in HS lot and loop drive for Durling Crackfill/Sealcoat & Re-stripe drives & lots \*\* No work in back playground or in and around stadium

Transportation

Mill / Repave entrance area \*\* Area marked by owner

Vincent

Repair 2 asphalt areas, crackfill seal coat stripe

See attached aerial views for more information.

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Contractor \_\_\_\_\_ Date \_\_\_\_\_

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Owner \_\_\_\_\_ Date \_\_\_\_\_

## Contractor's Price Proposal - Summary

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Date: May 10, 2019

Re: IQC Master Contract #: OHGCACOMA-020618-OPC  
Work Order #: 068125.00  
Owner PO #:  
Title: Clearview Local Schools 2019 Paving Project  
Contractor: Ohio Paving & Construction  
Proposal Value: \$59,806.79

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All	\$2,162.65
High School / Durling	\$37,826.96
Transportation	\$10,104.07
Vincent	\$9,713.11
<b>Proposal Total</b>	<b>\$59,806.79</b>

# Contractor's Price Proposal - Detail

Date: May 10, 2019

Re: IQC Master Contract #: OHGCACOMA-020618-OPC  
 Work Order #: 068125.00  
 Owner PO #:  
 Title: Clearview Local Schools 2019 Paving Project  
 Contractor: Ohio Paving & Construction  
 Proposal Value: \$59,806.79

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>All</b>					
1	01 55 26 00 0026		WK	28" Cone With Reflective Collar	\$18.97
				Installation	Quantity 12.00 x Unit Price 1.32 x Factor 1.1978 = Total 18.97
				barriers for work areas	
2	01 55 26 00 0044		WK	Type III Barricade, Up To 5' Wide With Three Reflective Rails	\$51.60
				Installation	Quantity 6.00 x Unit Price 7.18 x Factor 1.1978 = Total 51.60
				barriers for work areas	
3	01 55 26 00 0117		EA	Place And Remove Up To 250 Panels/Channelizers By Hand From Roadside	\$163.00
				Installation	Quantity 72.00 x Unit Price 1.89 x Factor 1.1978 = Total 163.00
				placement of barriers for multiple work areas	
4	01 71 13 00 0003		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.	\$1,929.08
				Installation	Quantity 4.00 x Unit Price 402.63 x Factor 1.1978 = Total 1,929.08
				equipment mobilization	
<b>Subtotal for All</b>					<b>\$2,162.65</b>

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
<b>High School / Durling</b>					
5	01 74 19 00 0040		CYM	Hauling On Paved Roads, First 15 Miles	\$208.92
				Installation	Quantity 306.00 x Unit Price 0.57 x Factor 1.1978 = Total 208.92
				Removal Haul	
6	32 01 16 71 0008		SY	Up To 3" Depth, Limited Cold Milling Of Asphalt	\$2,481.03
				Installation	Quantity 123.00 x Unit Price 16.84 x Factor 1.1978 = Total 2,481.03
7	32 01 16 71 0008	0021	MOD	For >100 To 1,000, Deduct	-\$1,240.51
				Installation	Quantity 123.00 x Unit Price -8.42 x Factor 1.1978 = Total -1,240.51

Contractor's Price Proposal - Detail Continues..

Work Order Number: 068125.00  
 Work Order Title: Clearview Local Schools 2019 Paving Project

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
<b>High School / Durling</b>						
8	32 01 17 61 0006		LF	>5,000 To 10,000 LF Fill Cracks Up To 1/2" x 1/2" With Hot Asphalt Crack FillerIncludes air cleaning of cracks. Excludes backer rod where required and routing of crack.	\$5,024.05	
			Installation	Quantity 8,560.00 x Unit Price 0.49 x Factor 1.1978 = Total 5,024.05		
9	32 01 17 63 0019		TON	Asphalt Placement For Small Repair Areas, Cold Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.	\$4,920.05	
			Installation	Quantity 23.00 x Unit Price 178.59 x Factor 1.1978 = Total 4,920.05		
10	32 12 13 13 0005		SY	Tack Coat, 0.10 Gallon/SY	\$79.56	
			Installation	Quantity 123.00 x Unit Price 0.54 x Factor 1.1978 = Total 79.56		
11	32 12 13 13 0005 0371		MOD	For Up To 150, Add	\$16.21	
			Installation	Quantity 123.00 x Unit Price 0.11 x Factor 1.1978 = Total 16.21		
12	32 12 36 00 0017		SY	>1,000 SY Water Based Emulsion Sealer, For Asphalt, First Coat	\$14,920.52	
			Installation	Quantity 7,985.00 x Unit Price 1.56 x Factor 1.1978 = Total 14,920.52		
13	32 12 36 00 0017 0448		MOD	For Additional Coats, Add	\$8,129.77	
			Installation	Quantity 7,985.00 x Unit Price 0.85 x Factor 1.1978 = Total 8,129.77		
14	32 17 23 13 0066		LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas	\$2,992.22	
			Installation	Quantity 3,785.00 x Unit Price 0.66 x Factor 1.1978 = Total 2,992.22		
15	32 17 23 13 0084		EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking AreasApproximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.	\$295.14	
			Installation	Quantity 8.00 x Unit Price 30.80 x Factor 1.1978 = Total 295.14		
<b>Subtotal for High School / Durling</b>					<b>\$37,826.96</b>	

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
<b>Transportation</b>						
16	01 74 19 00 0040		CYM	Hauling On Paved Roads, First 15 Miles	\$680.02	
			Installation	Quantity 996.00 x Unit Price 0.57 x Factor 1.1978 = Total 680.02		
			Removal Haul			
17	32 01 16 71 0003		SY	Up To 3" Depth, Production Cold Milling Of Asphalt	\$1,720.52	
			Installation	Quantity 540.00 x Unit Price 2.66 x Factor 1.1978 = Total 1,720.52		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 068125.00

Work Order Title: Clearview Local Schools 2019 Paving Project

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded If marked with an X)		
<b>Transportation</b>					
18	32 01 16 71 0003	0017	MOD	For Up To 2,500, Add	\$1,293.62
			Installation	Quantity 540.00 x Unit Price 2.00 x Factor 1.1978 = Total 1,293.62	
19	32 12 13 13 0005		SY	Tack Coat, 0.10 Gallon/SY	\$349.28
			Installation	Quantity 540.00 x Unit Price 0.54 x Factor 1.1978 = Total 349.28	
20	32 12 16 13 0018		SY	2" Thick Bituminous Hot Mix Surface Course (ODOT 448 Type I)Includes placement, rolling, finishing and sweeping.	\$6,060.63
			Installation	Quantity 540.00 x Unit Price 9.37 x Factor 1.1978 = Total 6,060.63	
<b>Subtotal for Transportation</b>					<b>\$10,104.07</b>

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded If marked with an X)		
<b>Vincent</b>					
21	01 74 19 00 0040		CYM	Hauling On Paved Roads, First 15 Miles	\$75.10
			Installation	Quantity 110.00 x Unit Price 0.57 x Factor 1.1978 = Total 75.10	
22	32 01 16 71 0008		SY	Up To 3" Depth, Limited Cold Milling Of Asphalt	\$786.67
			Installation	Quantity 39.00 x Unit Price 16.84 x Factor 1.1978 = Total 786.67	
23	32 01 17 61 0005		LF	>2,000 To 5,000 LF Fill Cracks Up To 1/2" x 1/2" With Hot Asphalt Crack FillerIncludes air cleaning of cracks. Excludes backer rod where required and routing of crack.	\$2,096.15
			Installation	Quantity 3,125.00 x Unit Price 0.56 x Factor 1.1978 = Total 2,096.15	
24	32 01 17 63 0019		TON	Asphalt Placement For Small Repair Areas, Cold Mix ModifiedFor each ton over 3 to 100 tons. For small areas of existing asphalt is removed to allow work such as trenching across or in a road, excavating a drainage structure, uncovering a utility line, etc.	\$1,069.58
			Installation	Quantity 5.00 x Unit Price 178.59 x Factor 1.1978 = Total 1,069.58	
25	32 12 13 13 0005		SY	Tack Coat, 0.10 Gallon/SY	\$25.23
			Installation	Quantity 39.00 x Unit Price 0.54 x Factor 1.1978 = Total 25.23	
26	32 12 13 13 0005	0371	MOD	For Up To 150, Add	\$5.14
			Installation	Quantity 39.00 x Unit Price 0.11 x Factor 1.1978 = Total 5.14	
27	32 12 36 00 0017		SY	>1,000 SY Water Based Emulsion Sealer, For Asphalt, First Coat	\$3,260.65
			Installation	Quantity 1,745.00 x Unit Price 1.56 x Factor 1.1978 = Total 3,260.65	
28	32 12 36 00 0017	0448	MOD	For Additional Coats, Add	\$1,776.64
			Installation	Quantity 1,745.00 x Unit Price 0.85 x Factor 1.1978 = Total 1,776.64	

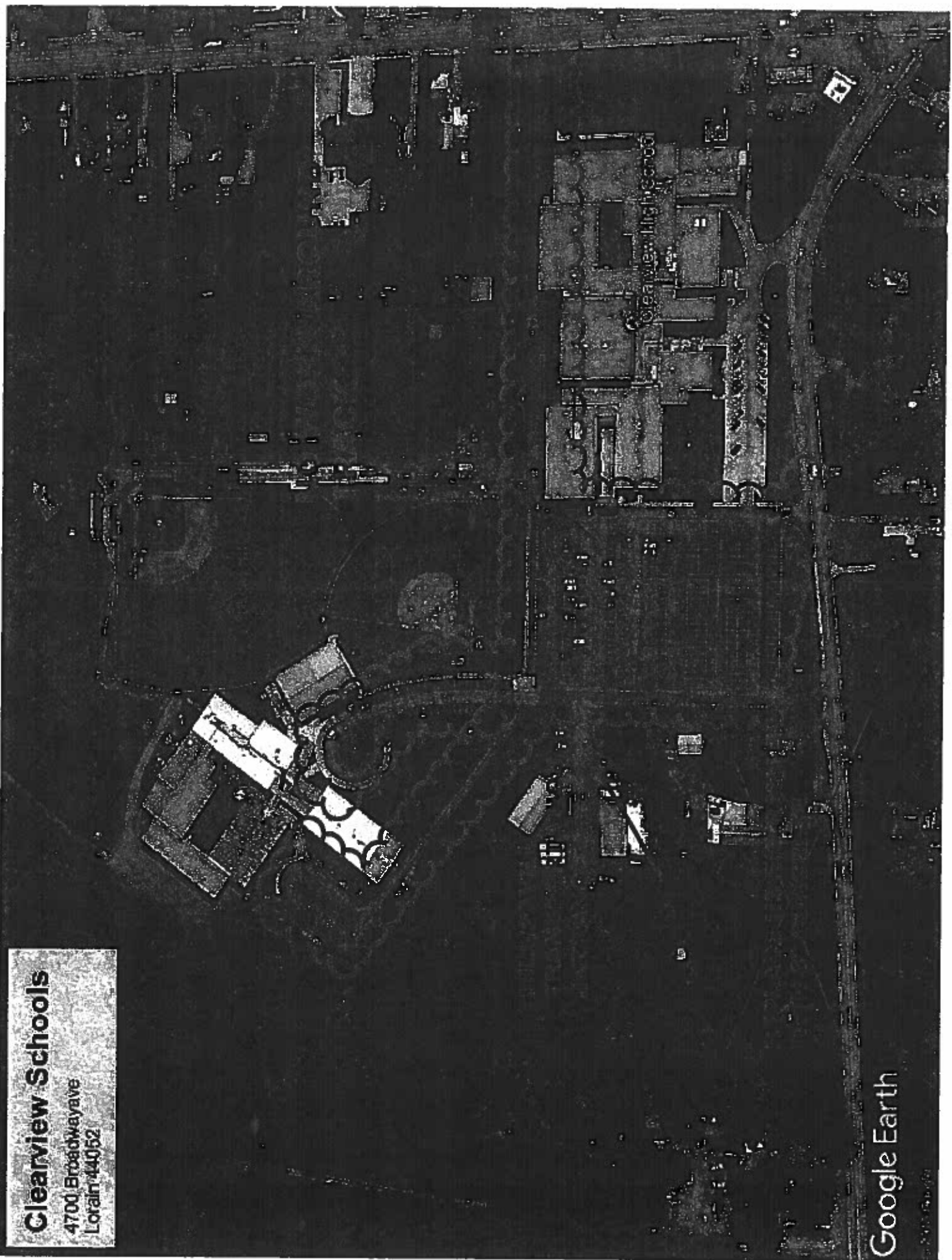
Contractor's Price Proposal - Detail Continues..

Work Order Number: 068125.00  
 Work Order Title: Clearview Local Schools 2019 Paving Project

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded If marked with an X)												
<b>Vincent</b>															
29	32 17 23 13 0066		LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas	\$470.38										
			Installation	<table> <tr> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>595.00</td> <td>x</td> <td>0.66</td> <td>x 1.1978</td> <td>= 470.38</td> </tr> </table>	Quantity		Unit Price	Factor	Total	595.00	x	0.66	x 1.1978	= 470.38	
Quantity		Unit Price	Factor	Total											
595.00	x	0.66	x 1.1978	= 470.38											
30	32 17 23 13 0084		EA	Handicap Symbol For Van Parking Stalls, Painted Pavement Marking For Parking Areas Approximate overall dimensions: 4-1/3' width x 5' height. White or blue symbol. Excludes striping.	\$147.57										
			Installation	<table> <tr> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td>4.00</td> <td>x</td> <td>30.80</td> <td>x 1.1978</td> <td>= 147.57</td> </tr> </table>	Quantity		Unit Price	Factor	Total	4.00	x	30.80	x 1.1978	= 147.57	
Quantity		Unit Price	Factor	Total											
4.00	x	30.80	x 1.1978	= 147.57											
<b>Subtotal for Vincent</b>					<b>\$9,713.11</b>										
<b>Proposal Total</b>					<b>\$59,806.79</b>										

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.





**Clearview Schools**  
4700 Broadwayave  
Lorain 44052

Clearview High School

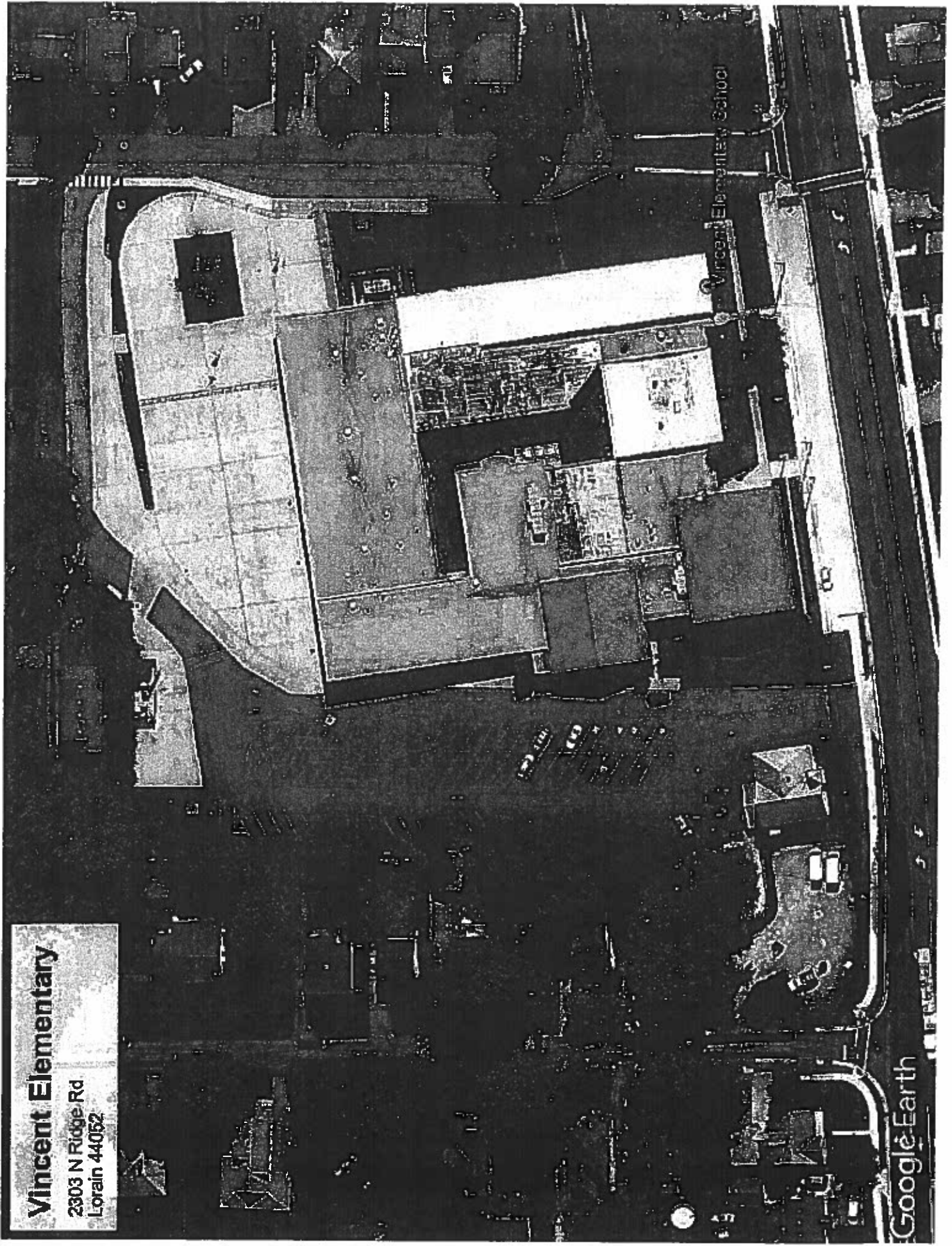
Google Earth

**Vincent Elementary**

2303 N Ridge Rd  
Lorain 44052

Vincent Elementary School

Google Earth





31200 Bainbridge Road  
Solon, Ohio 44139  
Tel: 440.248.3400  
Fax: 440.349.6980

### Shared Savings Agreement

This Shared Savings Agreement is made and entered this \_\_\_ day of \_\_\_\_\_, 2019 by and between Gardiner located at 31200 Bainbridge Road, Solon, OH 44139 and Clearview Local School District 4700 Broadway, Lorain, OH 44052. The intent is to create a self-funding program for Clearview Local School District to improve facilities infrastructure. This partnership with Gardiner will be performance based and budget-neutral. Gardiner fees will be paid upon successful outcome. The services outlined in this agreement are as follows:

Control migration at the Clearview High School, Durling Middle School, and Vincent Elementary to Niagara N-4 Enterprise System (scope attached, dated 4/25/19)

In addition, Gardiner shall provide the necessary energy engineering and re-commissioning of the existing building automation system (BAS), programming, utility rate negotiations, measurement and verification, and reporting for Clearview Local School District to achieve energy cost savings by improving operational efficiencies. Clearview Local School District agrees to share the utility cost savings, with Gardiner based upon the following schedule:

Year 1 – 30% Clearview Local School District, 70% Gardiner  
Year 2 – 40% Clearview Local School District, 60% Gardiner  
Year 3 – 40% Clearview Local School District, 60% Gardiner  
Year 4 – 50% Clearview Local School District, 50% Gardiner  
Year 5 – 50% Clearview Local School District, 50% Gardiner

Example: If the current annual utility cost is \$400,000 and through energy conservation measures and operational management the weather-normalized cost of utilities is reduced by \$40,000, the shared savings split would be:

Year 1 - \$12,000 retained by Clearview Local School District and \$28,000 paid to Gardiner.  
Year 2 - \$16,000 retained by Clearview Local School District and \$24,000 paid to Gardiner.  
Year 3 - \$16,000 retained by Clearview Local School District and \$24,000 paid to Gardiner.  
Year 4 - \$20,000 retained by Clearview Local School District and \$20,000 paid to Gardiner.  
Year 5 - \$20,000 retained by Clearview Local School District and \$20,000 paid to Gardiner.

**Energy Analysis** The Gardiner Energy Analyst and the building operator will review the current building operating parameters and building utilization patterns and will make programming changes to maximize the energy efficiency of the facility. The Energy Analyst will regularly inspect the database to help ensure proper operation. Time-of-day equipment scheduling, temperature settings, and building data will be reviewed with the building operator and agreed upon changes will be made to improve efficiency.

The Energy Analyst will track building performance as well as utility data and create quarterly energy audit reports. The report will compare the current utility and weather data with the base year data. The Base Year for this agreement is from January 2018 through January 2019.

	Electricity – Account #	Nat. Gas – Account #
Clearview High School	110 062 873 226	12295929-005
Clearview Durling Middle School	110 062 874 984	12295929-004
Clearview Vincent Elementary	110 063 017 757	12263523-002

Gardiner, at our cost, may install electric meters, sensors, or other monitors to better understand the utilization of the facility. Clearview Local School District will maintain and make needed repairs to keep the existing



31200 Bainbridge Road  
 Solon, Ohio 44139  
 Tel: 440.248.3400  
 Fax: 440.349.6980

equipment in proper operational condition.

For monthly energy tracking and quarterly reporting Gardiner utilizes Metrix Utility Accounting software. Metrix auditing software normalizes a facilities energy usage for weather using regression analysis. It adjusts for actual heating and cooling degree-days and other billing variables and generates an accurate energy cost avoidance number.

**Term of Agreement** The initial term of this agreement is for five (5) years beginning 120 days from the date of the last signature hereto. The parties may renew the agreement upon mutually agreeable terms and conditions and will renew annually unless either party notifies the other of cancelation by giving 30 days written notice.

**Operating Parameters** The current occupied temperature set points will be maintained. They are 72 degrees for heating and 75 degrees for cooling. Ventilation will be sufficient to meet approved Indoor Air Quality standards. Unoccupied temperatures will be adjusted down in the winter and up in the summer and will be seasonally determined using sound engineering practices.

**Building Occupancy Hours:**

Building/Area	Weekday	Weekend	Summer
High School	6:30 am – 10:30 pm	Unoccupied	Unoccupied
Durling Middle	6:30 am – 8:30 pm	Unoccupied	Unoccupied
Vincent Elementary	7:00 am – 8:30 pm	Unoccupied	Unoccupied

**Reconciliation** Clearview Local School District will provide monthly utility data to Gardiner within 15 days of receipt. The utility rate used to determine the cost avoidance will be the Base Year Rate or the Current Rate—whichever is higher. Gardiner will provide an energy audit report and will invoice Clearview Local School District for the split amount of savings on a quarterly basis. Clearview Local School District agrees to pay invoice net 15 days. If the savings amount is disputed, Clearview Local School District must notify Gardiner in writing within that period. Clearview Local School District may hire, at their expense, an independent Certified Energy Manager or Professional Engineer to provide an analysis of the savings or the report. If an agreement cannot be reached within 60 days, any controversy shall be settled by Arbitration. Any award rendered shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

It is understood by both parties that the utilization of the facility and the weather varies and the energy usage to maintain a comfortable environment varies accordingly. Gardiner will attempt to normalize the energy audit for a fair year-to-year comparison. However, at no time will Gardiner be liable for any utility cost increase.

**Remote Monitoring and Diagnostics** Gardiner shall remotely monitor building temperature control system and perform diagnostics on the temperature control system checking component communications and performance data. System remote communication access is to be provided by Clearview Local School District.

**Help Desk Support** Gardiner shall provide Help Desk Support 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 will help assist with such things as:

- Set point changes
- Changing time schedules
- Understanding the building operation



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**Training** Gardiner shall provide training for users to gain an understanding of their building systems and energy efficient best practices.

\_\_\_\_\_  
CLEARVIEW LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
GARDINER

\_\_\_\_\_  
TITLE DATE

\_\_\_\_\_  
TITLE DATE



**Sourcing Alliance**  
Design Procure Comply Manage

***GARDINER***

***GARDINER***

**GARDINER Agreement**

**between**

**Clearview Local Schools**

***and***

***Gardiner Service Company***

**Dated as of**

**4-30-2019**

**Gardiner Contract No.**

**60-5376**

**Sourcing Alliance Group Purchasing Agreement Contract No. BS – 1010**

**Sourcing Alliance Contract No.**

**SA-1005**

This GARDINER™ Agreement (hereinafter the "Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between Gardiner Service Company (hereinafter "Gardiner") and \_\_\_\_\_ (hereinafter "Customer") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises described on Exhibit C (the "Premises"), to guarantee a specified minimum level of energy savings, and furnish specified maintenance (the "Services"). Gardiner and Customer are hereinafter sometimes referred to individually as a "Party" or jointly as the "Parties". This Agreement is entered into pursuant to the Gardiner group purchasing agreement with Sourcing Alliance dated October 1, 2018.

#### ARTICLE 1 - THE SERVICES AND COMPENSATION

**Section 1.01. Articles and Exhibits.** This Agreement consists of Articles 1 through 8 and the following Exhibits, which are attached hereto and incorporated herein by this reference:

- Exhibit A: Payment Schedule
- Exhibit B: Scope of Services
- Exhibit B.1: Certificate of Substantial Completion and Acceptance
- Exhibit B.2: Certificate of Final Completion and Acceptance
- Exhibit C: Description of the Premises
- Exhibit D: Notice to Proceed
- Exhibit E: Guarantee
- Exhibit F: Hazardous Materials
- Exhibit G: Maintenance

**Section 1.02. Contract Price.** Subject to the terms and conditions hereof, as payment for Gardiner's performance and furnishing of the Services, Customer shall pay or cause to be paid to Gardiner, pursuant to Section 1.05, the sum of Three Hundred Eleven Thousand Two Hundred Dollars (\$311,200) (the "Contract Price"), which Contract Price includes all applicable sales, consumer, use and similar taxes (excluding income taxes). The Contract Price does not include the cost to Customer of maintenance (the "Maintenance Price") to be furnished by Gardiner pursuant to Exhibit G.

#### Section 1.03. Services and Maintenance.

(a) **Services.** Within 360 days from Gardiner's receipt of the Notice to Proceed issued pursuant to Section 1.04, Gardiner shall have substantially completed performance of the Services defined in Exhibit B (hereinafter "Substantial Completion") at the Premises. Gardiner's obligation hereunder is limited to performing the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

(b) **Maintenance.** During the Term hereof, Gardiner shall furnish, and Customer shall pay for, the maintenance services (the "Maintenance") as described on Exhibit G. The Maintenance Price is set forth on Exhibit G.

#### Section 1.04. Notice to Proceed; Financing.

If this box is checked, Customer will not be financing payment of the Services with funds other than its own and will use its own funds to pay for the Services. Accordingly, upon execution of this Agreement by Gardiner, Customer's execution of this Agreement shall constitute the Notice to Proceed to Gardiner.

If this box is checked, Customer intends to finance payment of the Services with funds other than its own. Accordingly, Gardiner shall not perform, nor be required to perform, any of the Services until and unless Customer has closed on its financing of this Agreement (the "Financing Closing"), as evidenced by fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents. Customer will achieve Financing Closing on or before \_\_\_\_\_, or such later date agreed to in writing by Gardiner. Within five (5) calendar days of the Financing Closing, Customer shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit D hereto) to Gardiner, upon which event Gardiner will commence performance of the Services hereunder. In the event Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date agreed to in writing by Gardiner, Gardiner may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Upon such termination of this Agreement, Gardiner shall have no further obligations to Customer hereunder; provided, however, that, notwithstanding such termination, Customer shall be obligated to immediately compensate Gardiner for the amount set forth in any Letter of Commitment, project development agreement, or comparable agreement between Customer and Gardiner.

**Section 1.05. Services Payment Terms.** Customer shall pay Gardiner or cause Gardiner to be paid for the Services as follows:

**Initial Payment:** Upon execution hereof, (the "Initial Payment") \$62,500 of the Contract Price (for engineering, drafting, mobilization, and other costs) shall be due; and

**Monthly Payments and Final Payment:** In accordance with the dates and amounts on Exhibit A hereto, Gardiner will invoice for Contract Price on a monthly basis for all materials and equipment delivered to the Premises (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due within ten (10) calendar days of its receipt of the invoice (the "Due Date"). All amounts outstanding ten (10) calendar days beyond the Due Date shall bear interest payable to Gardiner at the maximum allowable legal rate, retroactive to the Due Date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in connection with attempting to collect amounts due from Customer.

**Section 1.06. Notices and Changes of Address.** All notices to be given by either Party to the other shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered

mail, addressed to the Party for whom it is intended, at the addresses as follows:

**If to Gardiner:**  
31200 Bainbridge Rd  
Solon, Ohio 44139  
Attention: GPS Solutions Leader

**If to Customer:**  
4700 Broadway Ave  
Lorain, OH 44052  
Attention: Mary Ann Nowak (Treasurer)

or such other addresses as either Party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either Party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

**Section 1.07. Energy Savings Guarantee.** The energy savings guaranteed under this Agreement are set forth in Exhibit E and in the sub-exhibits thereto.

**Section 1.08. Term.** The initial term of this Agreement shall commence as of the Effective Date and shall end upon expiration of the (5) Five year Guarantee Term pursuant to Exhibit E, unless earlier terminated pursuant to the provisions hereof. This Agreement shall be automatically renewed unless either Party provides written notice to the other Party no less than Forty Five (45) days prior to the end of the then current term of this Agreement.

**Section 1.09. Customer's Authorized Representative(s).** Customer designates the following individual(s), and any successors to the positions noted, as the representative(s) of Customer with authority to sign on behalf of the Customer (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, Certificate of Final Completion and Acceptance, and Guarantee reconciliation reports:

**Authorized Representative:**

**Position/Title:**

Customer may change any Authorized Representative by providing written notice to Gardiner (in accordance with Section 1.06) at least fourteen (14) calendar days prior to the

effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

## ARTICLE 2 - PERFORMANCE

**Section 2.01. Construction Procedures and Changes To Services.** Gardiner shall supervise and direct the Services using its best skill and attention. Gardiner shall have exclusive control over construction means, methods, techniques, sequences and procedures. Gardiner shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, revise any procedures included in this Agreement, or take any other energy saving actions, provided, however, that Gardiner shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be unreasonably withheld or delayed.

**Section 2.02. Substantial Completion.** Prior to final completion, Gardiner may provide written notice to Customer that all or substantial portions of the Services are substantially complete and request that Customer issue a Certificate of Substantial Completion and Acceptance, substantially in the form of Exhibit B.1. Substantial Completion is the date when the specified Services have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Gardiner. Within a reasonable time thereafter, Customer and Gardiner will inspect the specified Services to determine the status of completion. If Customer does not consider the specified Services substantially complete, it will notify Gardiner in writing, giving the reasons therefor. If Customer considers any or all of the specified Services substantially complete, a Certificate of Substantial Completion and Acceptance will be issued as to such specified Services, executed by the Authorized Representative of Customer. Gardiner's request for a Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld or delayed by Customer. Exhibit B.1 shall fix the date(s) of Substantial Completion and the date(s) for commencement of warranties for the accepted specified Services; Exhibit B.1 may specify the responsibilities between Customer and Gardiner for Maintenance (pursuant to Exhibit G) and any adjustment of compensation therefor. There may be attached to the certificate a tentative list of items to be completed or corrected.

**Section 2.03. Final Completion.** Upon Customer's receipt of written notice from Gardiner that the Services are ready for final inspection and acceptance, Customer and Gardiner shall inspect the Services and determine whether the same have been performed in accordance with this Agreement. If Customer considers the Services complete and performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit B.2, to be executed by the Authorized Representative of Customer. In the event Gardiner presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Gardiner and does not provide to Gardiner written objections to issuance of the



Certificate, identifying the specific parts of the Services the Customer believes have not been completed and providing specific facts in support of Customer's belief that the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

**Section 2.04. Delays.** If Gardiner is delayed in the commencement or completion of any part of the Services due to an Event of Force Majeure (defined in **Section 8.04**), or due to Customer's action(s) or Customer's failure to perform its obligations under this Agreement or to cooperate with Gardiner in the timely performance of the Services, then Gardiner will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Gardiner and Customer shall extend the Term for such reasonable time as they shall agree and, if Gardiner's cost for furnishing the Services is increased as a result, the Contract Price shall be increased by Change Order by the amount of Gardiner's additional costs.

**Section 2.05. Equipment Location and Access.** Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Gardiner and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Gardiner and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Gardiner's access to correct any emergency condition shall not be restricted by Customer.

**Section 2.06. Permits and Governmental Fees.** Gardiner shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Services and which are legally required when bids from Gardiner's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**Section 2.07. Utilities During Construction.** At no cost to Gardiner, Customer shall provide and pay for water, heat, and other utilities consumed by Gardiner during performance of the Services hereunder. Gardiner shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and other utilities.

**Section 2.08. Concealed or Unknown Conditions.** Gardiner shall promptly notify Customer if it encounters the following conditions at the Premises, prior to significantly disturbing the same: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Services herein. If such conditions cause an increase in Gardiner's cost of, or time required for, performance of any part of the Services: (a) Gardiner and Customer shall agree,

by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Services and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Guarantee; or (b) either Party may terminate this Agreement by delivery of written notice declaring termination, effective immediately pursuant to **Section 3.05**.

**Section 2.09. Damage to Equipment; Casualty or Condemnation of Premises.** Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall be a Material Change to the Baseline and Customer shall furnish notice thereof to Gardiner upon occurrence of the Material Change. Gardiner may modify any Baseline applicable to the Guarantee to account for the Material Change. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Services is/are to be performed; Gardiner may terminate this Agreement, effective immediately, by delivery of a written notice to Customer pursuant to **Section 3.05**. If any significant item of the equipment furnished hereunder is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time agreed to by Gardiner, Gardiner may terminate this Agreement, effective immediately, pursuant to **Section 3.05**.

### ARTICLE 3 - CUSTOMER'S OBLIGATIONS

**Section 3.01. Access to Premises.** Customer shall provide Gardiner with access to the Premises, with or without prior notice to Customer, to inspect for Gardiner's benefit the component parts of the Services installed on the Premises and/or to validate Customer's performance of its responsibilities.

**Section 3.02. Representations and Warranties of Customer.** Customer hereby warrants and represents to Gardiner that:

(a) Customer has furnished, or caused others to furnish, and, for the Term hereof, will continue to furnish to Gardiner, promptly as information becomes available, accurate and complete data concerning energy usage for and other information pertaining to the Premises, including but not limited to the following:

- utility records for the 36-month period preceding the date hereof and throughout the Term;
- occupancy and usage information, including current representative tenant leases, for the 36-month period preceding the date hereof and throughout the Term;
- written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
- descriptions of all energy consuming or saving equipment used on or affecting the Premises;
- any energy or environmental audits relating to all or any part of the Premises;
- any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;

- construction drawings (“as-bulfts”) in existence as of the date hereof or developed during the Term hereof; and
- a description of energy management procedures presently utilized by Customer for the Premises and any revisions thereto.

(b) Customer has provided Gardiner with all records heretofore requested by Gardiner and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Gardiner by Customer in writing; and

(c) Customer has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to Gardiner in writing by Customer; and

(d) During the Term of this Agreement, Customer will not enter into any agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment furnished by Gardiner hereunder, without prior written consent of Gardiner; and

(e) Customer presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to Gardiner by Customer in writing; and

(f) No part of the systems controlled by Gardiner will be placed in a permanent “on” operating mode or manually controlled and, during the Term of this Agreement, Customer shall permit only Gardiner personnel or other qualified providers to repair, adjust or program equipment, systems, and/or controls, except in the event of an emergency, in which event Customer may remedy the emergency and shall notify Gardiner as soon as possible of the existence of the emergency and measures taken by Customer; and

(g) Customer has disclosed in writing to Gardiner the existence and location of all known or suspected asbestos and other Hazardous Materials (defined in Article 5) on the Premises; and

(h) Customer will provide Gardiner with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time to time hereafter within ten (10) days after execution thereof and information or services under Customer’s control shall be furnished promptly by Customer; and

(i) the execution, delivery and performance by Customer of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Customer’s respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer’s property is subject; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either Party’s ability to perform its

respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement of the Services hereunder; and

(j) this Agreement has been duly authorized, executed and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor’s rights and remedies;

(k) Customer shall notify Gardiner within twenty-four (24) hours of Customer’s receipt of actual or constructive notice of (1) any material malfunction in the operation of the equipment installed or equipment affected by the Services provided pursuant to this Agreement and/or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Customer acknowledges and agrees that the Maintenance will be performed by Gardiner or on behalf of Gardiner by a Gardiner authorized service provider; and

(m) Customer is the fee owner of the Premises and the real estate upon which the Premises are located.

**Section 3.03. Customer Default.** Each of the following events or conditions shall constitute a default by Customer and shall give Gardiner the right to, without an election of remedies, immediately terminate this Agreement pursuant to **Section 3.05**.

(1) Any failure by Customer to pay or cause to be paid amounts due Gardiner more than thirty (30) days after the date of the invoice therefor;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement (i) related to the financing or leasing of all or any part of the Services or equipment hereunder and/or (ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof;

(5) Any failure by Customer to pay as and when due the Maintenance Price and/or any failure by Customer to perform or comply with any material term or condition of **Exhibit G**; or

(6) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general

assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Without limiting the generality of the foregoing, in the event of a default by Customer in its payment obligations hereunder, upon prior notice to Customer, Gardiner may enter upon the Premises where the equipment comprising a part of the Services is located and disconnect and/or remove the same without being liable to any suit, action or other proceeding by the Customer.

**Section 3.04. Gardiner Default.** Each of the following events or conditions shall constitute a default by Gardiner and shall give Customer the right, upon thirty (30) calendar days prior written notice to Gardiner, to terminate this Agreement by delivery of written notice declaring termination, after which, if Gardiner has not cured the default within such thirty (30) day period, Customer may take possession of the site together with all materials thereon, and move to complete the Services itself expeditiously. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, the excess shall be paid to Gardiner, but if the expense exceeds the unpaid balance, Gardiner shall pay the difference to Customer upon demand by Customer:

(1) Any representation or warranty furnished by Gardiner in this Agreement is false or misleading in any material respect when made;

(2) Any failure by Gardiner to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Gardiner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Gardiner fails to promptly begin to cure and diligently proceed to completion thereof; or

(3) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Gardiner, Gardiner becomes insolvent, or Gardiner makes a general assignment for the benefit of creditors.

Gardiner's liability to Customer under the Guarantee shall be limited to energy savings guaranteed in connection with energy conservation measures that are completely installed by Gardiner (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Gardiner for the same, and Gardiner reasonably accepts the work) and such savings shall be determined in accordance with the appropriate Guarantee exhibit and generally accepted engineering principles. In the event Customer proceeds to complete the Services, it shall complete the same on or before the expiration of sixty (60) calendar days after the effective date of the termination of this Agreement by Customer.

**Section 3.05. Termination.** Termination of this Agreement will be effectuated by delivery of ten (10) calendar days advance written notice by the Party seeking termination declaring termination, upon which event a) Customer shall be liable to Gardiner for all Services furnished to date and any damages sustained by Gardiner, including lost profits and the price of any specially manufactured items, whether in production or delivered; and b) Gardiner shall have no further

obligation to Customer under this Agreement. Any termination under this Agreement not based on a default provision shall be deemed a termination for convenience.

#### ARTICLE 4 - INSURANCE

**Section 4.01. Gardiner's Liability Insurance.** Gardiner shall purchase from and maintain, without interruption from the commencement of the Services throughout the Term, a Commercial General Liability policy in the amount of Two Million Dollars (\$2,000,000), Worker's Compensation and Employer's Liability policy in the amount of One Million Dollars (\$1,000,000) and Commercial Automobile Liability policy in the amount of One Million Dollars (\$1,000,000), through a company or companies rated A VIII or better by A.M. Best Company.

**Section 4.02. Customer's Liability and Property Insurance.**

(a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain (until the later of the date of issuance of the Certificate of Final Completion and the date of Customer's Final Payment) property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis from an insurer reasonably acceptable to Gardiner. Such property insurance shall include the interests of Customer, Gardiner, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Gardiner and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Gardiner shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Gardiner, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed to resolve the disagreement.

**Section 4.03. Customer's Loss of Use/Business Interruption Insurance.** Customer may purchase and

maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Gardiner is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption. **CUSTOMER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST GARDINER AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF CUSTOMER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.**

**Section 4.04. Evidence of Insurance.** Customer and Gardiner shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Services, evidencing the coverages and limits required to be maintained under this Agreement. Such certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other Party. The certificate(s) shall name the other Party as an "additional Insured" to the extent of the indemnity obligation assumed by the insured party under this Agreement. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

## ARTICLE 5 - HAZARDOUS MATERIALS

**Section 5.01. Asbestos And Hazardous Materials.** Except as expressly stated in Exhibit B, Gardiner's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Gardiner shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on the Premises. Customer warrants and represents that, except as expressly, and by reference to

this Section, set forth in Exhibit C (Description of Premises) or Exhibit F (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which Gardiner will be performing any part of the Services or Customer has disclosed to Gardiner the existence and location of any Hazardous Materials in all areas within which Gardiner will be performing any part of the Services. Gardiner's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit F and Customer shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Customer's Premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should Gardiner become aware of or suspect the presence of Hazardous Materials in the course of performing the Services that are not disclosed in Exhibits B, C or F, or which present or may present a hazard to or endanger health welfare or safety, Gardiner shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. Gardiner shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Gardiner may terminate this Agreement pursuant to Section 3.05. Customer shall compensate Gardiner for any additional costs incurred by Gardiner as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Customer to Gardiner, to the maximum extent permitted by law, Customer shall indemnify, defend, and hold harmless Gardiner, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "Gardiner" for purposes of this Article 5) and Gardiner's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Gardiner; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.

## ARTICLE 6 - INDEMNIFICATION AND LIMITATION OF LIABILITY

**Section 6.01. Indemnification.** Gardiner agrees to indemnify and hold Customer, and Customer's consultants, agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Gardiner's or lower tier subcontractor's negligent actions or willful misconduct in its performance of the Services.

**Section 6.02. Limitation of Liability.**

**NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

**ARTICLE 7 - WARRANTY**

**Section 7.01. Workmanship and Equipment Warranty.**

(a) Gardiner warrants to the Customer that materials and equipment furnished under this Agreement ("Gardiner's Material and Equipment") will be of good quality and new unless otherwise required or permitted by this Agreement. Gardiner's Material and Equipment and the Services are hereinafter jointly referred to, for purposes of this Article 7, as the "Work". The Work will be free from defects not inherent in the quality required or permitted. The Work will perform all functions for which it is intended, and the Work will conform to the requirements of this Agreement. Work not conforming to these requirements may be considered defective.

(b) Gardiner agrees to correct all Work which proves to be defective in design, workmanship or materials within a period of one (1) year from the date of Final Completion of the Services (the "One Year Period"). The guarantee provided in this Section 7.01 does not establish a period of limitation with respect to Gardiner's other obligations under this Agreement, has no relationship to the time within which the Customer may seek to enforce this Agreement, and shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or this Agreement.

(c) If defective Work becomes apparent within the One Year Period, the Customer shall notify Gardiner in writing. Within five (5) days of receipt of said notice, Gardiner shall visit the Premises with one or more representatives of the Customer to determine the extent of the defective Work. Gardiner shall promptly repair or replace the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the Customer to be an emergency, Customer may require Gardiner to visit the Premises within one (1) business day of receipt of said notice. Gardiner shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

(d) If Gardiner does not promptly repair or replace the defective Work, the Customer may repair or replace such defective Work and charge the reasonable cost thereof to Gardiner or Gardiner's surety. Work which is repaired or replaced by Gardiner shall be subject to the Customer's inspection and acceptance and shall be guaranteed by Gardiner for one (1) year from the date of acceptance of the corrective Work by the Customer.

(e) In addition to the warranty set forth above, Gardiner shall, at the Customer's request, assign to the Customer any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Gardiner and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the one (1) year guarantee set forth in Section 7.01(b). Gardiner shall, prior to installing material and/or equipment which is subject to a warranty, provide a copy of the warranty to the Customer.

The foregoing does not apply to Maintenance and the warranties for Maintenance are separately stated on Exhibit G of this Agreement.

**THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION 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 SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. GARDINER SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**ARTICLE 8 - GENERAL PROVISIONS**

**Section 8.01. Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Gardiner, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

**Section 8.02. Applicable Law and Jurisdiction.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises is located. Customer hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises is located and of the United States District Court in such state and to being sued, whether in the state where the Premises is located or elsewhere.

**Section 8.03. Complete Agreement.** This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire agreement between both parties regarding the subject matter hereof. There are no agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services that have not been set forth in this Agreement. Any Proposals furnished by Gardiner prior to execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This Agreement may not be amended, modified or terminated except by a writing

signed by the Parties hereto. The energy audit authored by Gardiner and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to show operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by Gardiner; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its Exhibits, the provisions of this Agreement and its Exhibits shall govern.

**Section 8.04. Force Majeure.** Neither Party shall be considered to be in default hereunder when a failure of performance (other than Customer's obligation to make payment to Gardiner) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the Party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the Party. If either Party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the obligated Party's obligations shall be suspended until removal of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either Party: (i) remain in effect but the Parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, pursuant Section 3.05.

**Section 8.05. Further Documents.** The Parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

**Section 8.06. Severability.** If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the Parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

**Section 8.07. Signatures In Counterpart.** This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile or electronic copy hereof shall suffice as an original.

**Section 8.08. Neutral Interpretation.** The form of this Agreement has been prepared initially by Gardiner. However, the Parties acknowledge that this is a negotiated Agreement

and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either Party.

**Section 8.09. Disputes.** The Parties will at all times act in good faith in their dealings under this Agreement and they will, prior to the commencement of any formal dispute resolution process, meet and confer regarding the dispute and its resolution. If such informal conferrals do not result in a resolution, such dispute shall first be submitted, within thirty (30) days of the date the dispute arises, to mediation in Cleveland, Ohio pursuant to the Commercial Dispute Resolution Procedures ("Procedures") of the American Arbitration Association. The Parties, not the American Arbitration Association, shall choose a mutually agreeable mediator. Any agreement regarding settlement reached at the mediation shall be reduced to writing and signed by the Parties no later than seven (7) days after the conclusion of the mediation. If the mediation does not resolve the dispute, then the dispute shall be submitted, no later than fourteen (14) days after the conclusion of the mediation, to arbitration in Cleveland, Ohio before a single, mutually agreed upon Arbitrator, which shall be conducted pursuant to the same Procedures and shall occur no later than forty-five (45) days after the Demand for Arbitration is provided to the opposing Party. The Parties shall share equally the fees of the Mediator and, if applicable, the fees of the Arbitrator. The award rendered by the Arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have each executed this Agreement, effective as of the date first above written.

**Gardiner Service Company**

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

Its:

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

\_\_\_\_\_  
(Customer)

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

Its: \_\_\_\_\_

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

Gardiner's state contractor's license number:

**EXHIBIT A**  
**Payment Schedule**

Customer will make payments to Gardiner at the times and in the amounts set forth in the following schedule:

<i>Milestone</i>	<i>Payment Due</i>
At contract signature - Mobilization Upon Execution of Agreement by Customer	\$62,500
Monthly Progress Payments	30 days after billing



**EXHIBIT B**  
**Scope of Services**

The Services are defined as the following:

**Clearview Local School District**  
Energy Project Scope of Work  
Gardiner  
4-30-2019

**Scope of Work:**

**Location:**

Clearview High School  
4700 Broadway Ave.  
Lorain, OH 44052

**Clearview High School**

**1) LED Lighting Retrofit – Interior and Exterior**

- a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPAct certification and, if applicable, recycling of materials to be removed. A detailed scope of work appears in Appendix A.

**Location:**

Durling Middle School  
100 North Ridge Rd  
Lorain, OH 44052

**Durling Middle School**

**1) LED Lighting Retrofit – Interior and Exterior**

- a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPAct certification and, if applicable, recycling of materials to be removed. A detailed scope of work appears in Appendix A.

**Location:**

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



## Vincent Elementary School

### 1) LED Lighting Retrofit – Interior and Exterior

- a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPAAct certification and, if applicable, recycling of materials to be removed. A detailed scope of work appears in Appendix A.

**Location:**

Clearview Bus Garage  
4700 Broadway Ave.  
Lorain, OH 44052

## Clearview Bus Garage

### 1) LED Lighting Retrofit – Interior Only

- a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPAAct certification and, if applicable, recycling of materials to be removed. A detailed scope of work appears in Appendix A.

**Location:**

Clearview Maintenance Garage  
4700 Broadway Ave.  
Lorain, OH 44052

## Clearview Maintenance Garage

### 1) LED Lighting Retrofit – Interior Only

- a. The following is a high level scope of work to be installed by Gardiner Service Company, Inc. The work provides a turnkey approach to all aspects required to complete this job including all materials, labor, equipment, engineering, taxes, incentive, administration, and EPAAct certification and, if applicable, recycling of materials to be removed. A detailed scope of work appears in Appendix A.

**Notes:**

1. All labor proposed shall be performed during normal working hours (M-F; 07:00-16:00).
2. 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.

**Items Excluded:**

1. Repairs to existing system if required will be performed on a "Time and Material" basis.
2. Identification and removal of hazardous materials.
3. Electrical power service upgrades (if required).

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**APPENDIX A:**

1) Interior and Exterior Lighting Room by Rooms:

**Location:**

Clearview High School – Interior Only  
 4700 Broadway Ave.  
 Lorain, OH 44052

ID #	Location		Existing Fixture		Proposed Fixture	
	Floor	Area	Quantity	Hours of Operation	Quantity	Hours of Operation
1	1st Floor		3	2607	3	2607
2	1st Floor		9	2607	9	2607
3	1st Floor		16	2607	16	2607
4	1st Floor		4	2607	4	2607
5	1st Floor		9	521	9	521
6	1st Floor		7	1825	7	1825
7	1st Floor		1	1043	1	1043
8	1st Floor	Kitchen	3	1474	3	1474
9	1st Floor	Kitchen	1	1043	1	1043
10	1st Floor	Kitchen	1	521	1	521
11	1st Floor	Kitchen	1	1825	1	1825
12	1st Floor	Kitchen	12	1474	12	1474
13	1st Floor	Kitchen	5	1474	5	1474
14	1st Floor	Kitchen	3	1474	3	1474
15	1st Floor	Kitchen	3	1474	3	1474
16	1st Floor	Cafeteria	54	2106	54	2106
17	1st Floor	Cafeteria	6	2607	6	2607
18	1st Floor	Cafeteria	8	2607	8	2607
19	1st Floor	Auditorium	25	1263	25	1263
20	1st Floor	Auditorium	2	1263	2	1263
21	1st Floor	Auditorium	1	1263	1	1263
22	2nd Floor	Auditorium	6	1263	6	1263
23	1st Floor	Auditorium	8	2607	8	2607
24	1st Floor	Classroom 120 Choir	19	1685	19	1685
25	1st Floor	Classroom 120 Choir	2	1043	2	1043
26	1st Floor	Classroom 120 Choir	2	1825	2	1825
27	1st Floor	Classroom 120 Choir	1	521	1	521
28	1st Floor	Classroom 119 Band	25	1685	25	1685
29	1st Floor	Classroom 119 Band	4	1043	4	1043
30	1st Floor	Classroom 119 Band	2	1825	2	1825
31	1st Floor	Classroom 119 Band	2	1043	2	1043
32	1st Floor	Classroom 119 Band	2	1043	2	1043
33	1st Floor	Classroom 119 Band	6	1043	6	1043

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34	1st Floor	Classroom 119 Band	2	1043	2	1043
35	1st Floor	Mechanical Annex	17	1043	17	1043
36	1st Floor	Mechanical Annex	1	1043	1	1043
37	1st Floor	Mechanical Annex	1	1825	1	1825
38	1st Floor	Mechanical Annex	1	521	1	521
39	1st Floor	Mechanical Annex	2	1043	2	1043
40	1st Floor		3	2607	3	2607
41	1st Floor		3	2607	3	2607
42	1st Floor		11	2607	11	2607
43	1st Floor		4	521	4	521
44	1st Floor		15	1685	15	1685
45	1st Floor		3	1043	3	1043
46	1st Floor		15	1685	15	1685
47	1st Floor		15	1685	15	1685
48	1st Floor		2	1095	2	1095
49	1st Floor		3	1043	3	1043
50	1st Floor		15	1685	15	1685
51	1st Floor		16	1685	16	1685
52	1st Floor		5	1043	5	1043
53	1st Floor		10	1685	10	1685
54	1st Floor		2	1043	2	1043
55	1st Floor		24	1685	24	1685
56	1st Floor		2	1043	2	1043
57	1st Floor		20	1685	20	1685
58	1st Floor		7	2607	7	2607
59	1st Floor		2	2607	2	2607
60	1st Floor		15	2607	15	2607
61	1st Floor		6	1043	6	1043
62	1st Floor		5	1825	5	1825
63	1st Floor		18	1685	18	1685
64	1st Floor		3	1043	3	1043
65	1st Floor		3	521	3	521
66	1st Floor	Library	36	2086	36	2086
67	1st Floor	Library	2	2086	2	2086
68	1st Floor	Library	7	2086	7	2086
69	1st Floor		1	2607	1	2607
70	1st Floor		2	2607	2	2607
71	1st Floor		1	521	1	521
72	1st Floor		1	2607	1	2607
73	1st Floor		2	2607	2	2607
74	1st Floor		8	2607	8	2607
75	1st Floor		2	2607	2	2607
76	1st Floor		2	2607	2	2607
77	1st Floor		1	1095	1	1095
78	1st Floor		8	1043	8	1043
79	1st Floor		11	1685	11	1685
80	1st Floor		3	1825	3	1825
81	1st Floor		11	1685	11	1685
82	1st Floor		4	2607	4	2607
83	1st Floor		1	1043	1	1043

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84	1st Floor		1	1043	1	1043
85	1st Floor		4	2607	4	2607
86	1st Floor		15	1685	15	1685
87	1st Floor		16	1685	16	1685
88	1st Floor	Room 105 Broadcasting	1	1685	1	1685
89	1st Floor	Room 105 Broadcasting	8	1685	8	1685
90	1st Floor	Room 105 Broadcasting	6	521	6	521
91	1st Floor		6	1825	6	1825
92	1st Floor		18	1685	18	1685
93	1st Floor	Boy's Locker Room	4	2086	4	2086
94	1st Floor	Boy's Locker Room	4	2086	4	2086
95	1st Floor	Boy's Locker Room	4	2086	4	2086
96	1st Floor	Boy's Locker Room	1	2086	1	2086
97	1st Floor	Boy's Locker Room	3	521	3	521
98	1st Floor	Boy's Locker Room	1	2086	1	2086
99	1st Floor	Boy's Locker Room	1	521	1	521
100	1st Floor	Boy's Locker Room	2	1825	2	1825
101	1st Floor	Boy's Locker Room	1	521	1	521
102	1st Floor	Boy's Locker Room	1	1825	1	1825
103	1st Floor	Boy's Locker Room	2	521	2	521
104	1st Floor	Boy's Locker Room	1	521	1	521
105	1st Floor	Boy's Locker Room	2	521	2	521
106	1st Floor		1	2607	1	2607
107	2nd Floor		3	2086	3	2086
108	2nd Floor	Girl's Locker Room	8	2086	8	2086
109	2nd Floor	Girl's Locker Room	1	2086	1	2086
110	2nd Floor	Girl's Locker Room	1	1825	1	1825
111	2nd Floor	Girl's Locker Room	1	1043	1	1043
112	2nd Floor	Girl's Locker Room	1	2086	1	2086
113	2nd Floor	Girl's Locker Room	1	1043	1	1043
114	2nd Floor	Girl's Locker Room	1	2086	1	2086
115	2nd Floor	Girl's Locker Room	2	2086	2	2086

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116	2nd Floor	Girl's Locker Room	2	1043	2	1043
117	2nd Floor		1	521	1	521
118	2nd Floor		1	521	1	521
119	1st Floor		1	1043	1	1043
120	1st Floor		1	2086	1	2086
121	2nd Floor		1	2086	1	2086
122	2nd Floor		1	2086	1	2086
123	2nd Floor		1	2086	1	2086
124	1st Floor		3	521	3	521
125	2nd Floor		2	521	2	521
126	2nd Floor		1	521	1	521
127	2nd Floor		1	521	1	521
128	Exterior	Roof	1	1095	1	1095
129	1st Floor		32	2607	32	2607
130	1st Floor		20	2607	20	2607
131	1st Floor		15	2607	15	2607
132	1st Floor		1	521	1	521
133	1st Floor		17	1685	17	1685
134	1st Floor		4	2607	4	2607
135	1st Floor		2	1043	2	1043
136	1st Floor		1	2607	1	2607
137	1st Floor		4	2607	4	2607
138	1st Floor		1	1043	1	1043
139	1st Floor		8	2607	8	2607
140	1st Floor		10	2607	10	2607
141	1st Floor		10	2607	10	2607
142	1st Floor	Storage Room by 212	5	1043	5	1043
143	1st Floor	Storage Room by 212	2	521	2	521
144	1st Floor	Storage Room by 212	1	521	1	521
145	1st Floor		12	1685	12	1685
146	1st Floor		12	1685	12	1685
147	1st Floor		12	1685	12	1685
148	1st Floor		12	1685	12	1685
149	1st Floor		12	1685	12	1685
150	1st Floor		12	1685	12	1685
151	1st Floor		12	1685	12	1685
152	1st Floor		12	1685	12	1685
153	1st Floor		5	1043	5	1043
154	1st Floor		12	1685	12	1685
155	1st Floor		12	1685	12	1685
156	1st Floor		12	1685	12	1685
157	1st Floor		12	1685	12	1685
158	1st Floor		12	1685	12	1685
159	1st Floor		12	1685	12	1685

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160	1st Floor		12	1685	12	1685
161	1st Floor		5	1825	5	1825
162	1st Floor		1	521	1	521
163	1st Floor	Guidance Offices	5	2086	5	2086
164	1st Floor	Guidance Offices	2	1825	2	1825
165	1st Floor	Guidance Offices	4	1825	4	1825
166	1st Floor	High School Administration	10	2086	10	2086
167	1st Floor	High School Administration	3	1825	3	1825
168	1st Floor	High School Administration	4	2086	4	2086
169	1st Floor	High School Administration	4	1825	4	1825
170	1st Floor	High School Administration	2	1825	2	1825
171	1st Floor	High School Administration	2	2086	2	2086
172	1st Floor	High School Administration	2	1825	2	1825
173	1st Floor	High School Administration	2	1825	2	1825
174	1st Floor	High School Administration	6	1825	6	1825
175	1st Floor	High School Administration	3	1825	3	1825
176	1st Floor	High School Administration	7	1825	7	1825
177	1st Floor	High School Administration	1	1043	1	1043
178	1st Floor	High School Administration	6	1825	6	1825
179	1st Floor	School Board Offices	3	1043	3	1043
180	1st Floor	School Board Offices	6	1043	6	1043
181	1st Floor	School Board Offices	6	2086	6	2086
182	1st Floor	School Board Offices	3	2086	3	2086
183	1st Floor	School Board Offices	6	1825	6	1825
184	1st Floor	School Board Offices	1	1825	1	1825
185	1st Floor	School Board Offices	3	1825	3	1825
186	1st Floor	School Board Offices	3	1825	3	1825
187	1st Floor	School Board Offices	3	1825	3	1825
188	1st Floor	School Board Offices	4	521	4	521
189	1st Floor	School Board Offices	1	1043	1	1043
190	1st Floor	School Board Offices	1	1043	1	1043
191	Exterior	Building	4	4380	4	4380

# ***GARDINER***

		Mounted				
192	Exterior	Building Mounted	2	4380	2	4380
193	Exterior	Building Mounted	2	4380	2	4380
194	Exterior	Building Mounted	1	4380	1	4380
195	Exterior	Building Mounted	4	4380	4	4380
196	Exterior	Building Mounted	1	4380	1	4380
197	Exterior	Building Mounted	2	4380	2	4380
198	Exterior	Building Mounted	1	4380	1	4380
199	Exterior	Building Mounted	1	4380	1	4380
200	Exterior	Building Mounted	2	4380	2	4380
201	Exterior	Building Mounted	2	4380	2	4380
202	Exterior	Building Mounted	2	4380	2	4380
203	Exterior	Building Mounted	1	4380	1	4380
204	Exterior	Building Mounted	3	4380	3	4380
205	Exterior	Building Mounted	1	4380	1	4380
206	Exterior	Building Mounted	1	4380	1	4380
207	Exterior	Building Mounted	1	4380	1	4380
208	Exterior	Building Mounted	1	4380	1	4380
209	Exterior	Building Mounted	1	4380	1	4380
210	Exterior	Building Mounted	1	4380	1	4380
211	Exterior	Building Mounted	2	4380	2	4380
212	Exterior	Building Mounted	2	4380	2	4380
213	Exterior	Building Mounted	1	4380	1	4380
214	Exterior	Building Mounted	3	4380	3	4380
215	Exterior	Building Mounted	2	4380	2	4380
216	Exterior	Building Mounted	1	4380	1	4380
217	Exterior	Building Mounted	2	4380	2	4380
218	Exterior	Building Mounted	8	4380	8	4380
219	Exterior	Building Mounted	1	4380	1	4380



# GARDINER

220	Exterior	Building Mounted	1	4380	1	4380
221	Exterior	Building Mounted	5	4380	5	4380

**Location:**  
Durling Middle School  
100 North Ridge Rd  
Lorain, OH 44052

ID #	Location		Existing Fixture		Proposed Fixture	
	Floor	Area	Quantity	Hours of Operation	Quantity	Hours of Operation
222	1st Floor	Administration Offices	9	2086	9	2086
223	1st Floor	Administration Offices	1	1043	1	1043
224	1st Floor	Administration Offices	2	2086	2	2086
225	1st Floor	Administration Offices	4	1825	4	1825
226	1st Floor	Administration Offices	2	2086	2	2086
227	1st Floor	Administration Offices	4	1825	4	1825
228	1st Floor	Administration Offices	4	1825	4	1825
229	1st Floor	Administration Offices	4	1825	4	1825
230	1st Floor		1	2607	1	2607
231	1st Floor		9	2607	9	2607
232	1st Floor		1	521	1	521
233	1st Floor		2	2607	2	2607
234	1st Floor		13	2607	13	2607
235	1st Floor		4	521	4	521
236	1st Floor		30	2106	30	2106
237	1st Floor		6	1043	6	1043
238	1st Floor	Kitchen	8	1474	8	1474
239	1st Floor	Kitchen	10	1474	10	1474
240	1st Floor	Kitchen	3	1474	3	1474
241	1st Floor	Kitchen	6	1474	6	1474
242	1st Floor	Kitchen	5	1474	5	1474
243	1st Floor	Kitchen	1	1474	1	1474
244	1st Floor	Kitchen	2	1825	2	1825
245	1st Floor	Kitchen	1	1043	1	1043
246	1st Floor	Kitchen	1	2607	1	2607
247	1st Floor	Kitchen	1	1474	1	1474
248	1st Floor	Kitchen	1	1474	1	1474
249	1st Floor	Gym	7	2607	7	2607
250	1st Floor	Gym	2	2607	2	2607
251	1st Floor	Gym	2	2607	2	2607
252	1st Floor	Gym	24	2607	24	2607
253	1st Floor	Gym	1	2086	1	2086
254	1st Floor	Boy's Locker Room	1	2086	1	2086
255	1st Floor	Boy's Locker Room	2	2086	2	2086

# ***GARDINER***

256	1st Floor	Boy's Locker Room	2	521	2	521
257	1st Floor	Girl's Locker Room	1	2086	1	2086
258	1st Floor	Girl's Locker Room	2	2086	2	2086
259	1st Floor	Girl's Locker Room	1	521	1	521
260	1st Floor	Girl's Locker Room	1	1043	1	1043
261	1st Floor	Gym	5	1043	5	1043
262	1st Floor	Gym	2	2607	2	2607
263	1st Floor	Gym	2	2607	2	2607
264	1st Floor		6	1825	6	1825
265	1st Floor		1	1043	1	1043
266	1st Floor		12	1685	12	1685
267	1st Floor		1	1043	1	1043
268	1st Floor		12	1685	12	1685
269	1st Floor		1	1043	1	1043
270	1st Floor		12	1685	12	1685
271	1st Floor		1	1043	1	1043
272	1st Floor		15	2607	15	2607
273	1st Floor		4	1685	4	1685
274	1st Floor		1	1043	1	1043
275	1st Floor		6	1043	6	1043
276	1st Floor		2	1043	2	1043
277	1st Floor		16	1685	16	1685
278	1st Floor		4	1825	4	1825
279	1st Floor		4	1685	4	1685
280	1st Floor		1	2607	1	2607
281	1st Floor		3	2086	3	2086
282	1st Floor		2	2086	2	2086
283	1st Floor		3	2086	3	2086
284	1st Floor		2	2086	2	2086
285	1st Floor		15	2607	15	2607
286	1st Floor		14	1685	14	1685
287	1st Floor		3	1043	3	1043
288	1st Floor		1	1043	1	1043
289	1st Floor		14	1685	14	1685
290	1st Floor		14	1685	14	1685
291	1st Floor		3	1043	3	1043
292	1st Floor		1	521	1	521
293	1st Floor		14	1685	14	1685
294	1st Floor		10	2607	10	2607
295	1st Floor		12	1685	12	1685
296	1st Floor		12	1685	12	1685
297	1st Floor		12	1685	12	1685
298	1st Floor		12	1685	12	1685
299	1st Floor		1	2607	1	2607
300	1st Floor		1	1043	1	1043
301	1st Floor		3	2607	3	2607
302	1st Floor		2	2607	2	2607
303	1st Floor		1	2607	1	2607
304	1st Floor		4	2607	4	2607
305	1st Floor		16	2607	16	2607
306	1st Floor		1	2607	1	2607
307	1st Floor		4	2607	4	2607
308	1st Floor	Clinic	4	1825	4	1825
309	1st Floor	Clinic	3	1825	3	1825
310	1st Floor	Clinic	1	1043	1	1043
311	1st Floor	Guidance Offices	1	2086	1	2086

# GARDINER

312	1st Floor	Guidance Offices	2	1825	2	1825
313	1st Floor	Guidance Offices	3	1043	3	1043
314	1st Floor	Guidance Offices	3	1825	3	1825
315	1st Floor	Guidance Offices	2	1825	2	1825
316	1st Floor		12	1685	12	1685
317	1st Floor		12	1685	12	1685
318	1st Floor		12	1685	12	1685
319	1st Floor		12	1685	12	1685
320	1st Floor		12	1685	12	1685
321	1st Floor		12	1685	12	1685
322	1st Floor		12	1685	12	1685
323	1st Floor		12	1685	12	1685
324	1st Floor		4	1825	4	1825
325	1st Floor		1	1043	1	1043
326	1st Floor		9	1685	9	1685
327	1st Floor		9	1685	9	1685
328	1st Floor		1	1043	1	1043
329	1st Floor		15	1685	15	1685
330	1st Floor		2	1043	2	1043
331	1st Floor		2	1043	2	1043
332	1st Floor		1	1043	1	1043
333	1st Floor		2	1095	2	1095
334	1st Floor		3	2607	3	2607
335	1st Floor		1	521	1	521
336	1st Floor		17	1685	17	1685
337	1st Floor		6	1825	6	1825
338	1st Floor	Library	25	2086	25	2086
339	1st Floor	Library	6	1685	6	1685
340	1st Floor	Library	4	1043	4	1043
341	1st Floor	Library	2	2086	2	2086
342	1st Floor		4	1685	4	1685
343	1st Floor		12	1685	12	1685
344	1st Floor		12	1685	12	1685
345	1st Floor		12	1685	12	1685
346	1st Floor		12	1685	12	1685
347	1st Floor		1	2607	1	2607
348	1st Floor		1	521	1	521
349	1st Floor		3	2607	3	2607
350	1st Floor		4	1043	4	1043
351	1st Floor		1	1043	1	1043
352	Basement		1	1043	1	1043
353	Basement		1	1043	1	1043
354	Basement		2	1825	2	1825
355	Basement		4	1043	4	1043
356	Basement		1	1043	1	1043
357	Basement		2	1043	2	1043
358	Basement		2	1043	2	1043
359	Basement		1	1043	1	1043
360	Exterior	Building Mounted	11	4380	11	4380
361	Exterior	Building Mounted	1	4380	1	4380
362	Exterior	Building Mounted	2	4380	2	4380
363	Exterior	Building Mounted	1	4380	1	4380
364	Exterior	Building Mounted	2	4380	2	4380
365	Exterior	Building Mounted	1	4380	1	4380
366	Exterior	Building Mounted	2	4380	2	4380
367	Exterior	Building Mounted	2	4380	2	4380

# GARDINER

368	Exterior	Building Mounted	3	4380	3	4380
369	Exterior	Building Mounted	1	4380	1	4380
370	Exterior	Building Mounted	5	4380	5	4380
371	Exterior	Building Mounted	2	4380	2	4380
372	Exterior	Building Mounted	1	4380	1	4380
373	Exterior	Building Mounted	1	4380	1	4380
374	Exterior	Building Mounted	1	4380	1	4380
375	Exterior	Building Mounted	1	4380	1	4380
376	Exterior	Building Mounted	3	4380	3	4380
377	Exterior	Building Mounted	1	4380	1	4380

**Location:**  
 Vincent Elementary School  
 2303 North Ridge Rd.  
 Lorain, OH 44055

ID #	Location		Existing Fixture		Proposed Fixture	
	Floor	Area	Quantity	Hours of Operation	Quantity	Hours of Operation
378	1st Floor		1	2607	1	2607
379	1st Floor	Administration Offices	13	2086	13	2086
380	1st Floor	Administration Offices	2	1825	2	1825
381	1st Floor	Administration Offices	4	1043	4	1043
382	1st Floor	Administration Offices	2	1825	2	1825
383	1st Floor	Administration Offices	2	1825	2	1825
384	1st Floor	Administration Offices	2	1825	2	1825
385	1st Floor	Administration Offices	2	1825	2	1825
386	1st Floor	Administration Offices	5	1825	5	1825
387	1st Floor	Administration Offices	3	1043	3	1043
388	1st Floor	Administration Offices	3	1825	3	1825
389	1st Floor	Administration Offices	1	1043	1	1043
390	1st Floor	Administration Offices	4	1825	4	1825
391	1st Floor		2	2607	2	2607
392	1st Floor		4	2607	4	2607
393	1st Floor		18	2607	18	2607
394	1st Floor		3	2607	3	2607
395	1st Floor		2	1474	2	1474
396	1st Floor		1	1825	1	1825

# ***GARDINER***

397	1st Floor		4	1043	4	1043
398	1st Floor		4	2607	4	2607
399	1st Floor		1	2607	1	2607
400	1st Floor		1	2607	1	2607
401	1st Floor		11	2607	11	2607
402	1st Floor		2	2607	2	2607
403	1st Floor		16	2607	16	2607
404	1st Floor		4	1043	4	1043
405	1st Floor		2	521	2	521
406	1st Floor		4	1685	4	1685
407	1st Floor		12	1685	12	1685
408	1st Floor		12	1685	12	1685
409	1st Floor		3	521	3	521
410	1st Floor		10	2607	10	2607
411	1st Floor		5	1685	5	1685
412	1st Floor		12	1685	12	1685
413	1st Floor		12	1685	12	1685
414	1st Floor		12	1685	12	1685
415	1st Floor		12	1685	12	1685
416	1st Floor		12	1685	12	1685
417	1st Floor		12	1685	12	1685
418	1st Floor		6	2607	6	2607
419	1st Floor		12	1685	12	1685
420	1st Floor		12	1685	12	1685
421	1st Floor		6	1043	6	1043
422	1st Floor		4	2607	4	2607
423	1st Floor		13	2607	13	2607
424	1st Floor		4	1685	4	1685
425	1st Floor		12	1685	12	1685
426	1st Floor		12	1685	12	1685
427	1st Floor		12	1685	12	1685
428	1st Floor		12	1685	12	1685
429	1st Floor		12	1685	12	1685
430	1st Floor		1	1043	1	1043
431	1st Floor		6	521	6	521
432	1st Floor		2	521	2	521
433	1st Floor		8	2607	8	2607
434	1st Floor		18	1685	18	1685
435	1st Floor		1	1043	1	1043
436	1st Floor		18	1685	18	1685
437	1st Floor		1	1043	1	1043

# ***GARDINER***

438	1st Floor		18	1685	18	1685
439	1st Floor		1	1043	1	1043
440	1st Floor		18	1685	18	1685
441	1st Floor		1	1043	1	1043
442	1st Floor	Media Center	30	2086	30	2086
443	1st Floor	Media Center	16	1685	16	1685
444	Exterior	Media Center	1	1095	1	1095
445	1st Floor	Media Center	4	1043	4	1043
446	1st Floor	Media Center	4	1043	4	1043
447	1st Floor	Media Center	4	521	4	521
448	1st Floor		2	1825	2	1825
449	1st Floor		24	2106	24	2106
450	1st Floor	Kitchen	14	1474	14	1474
451	1st Floor	Kitchen	6	1474	6	1474
452	1st Floor		1	2607	1	2607
453	1st Floor		1	2607	1	2607
454	1st Floor		2	2607	2	2607
455	1st Floor		1	2607	1	2607
456	1st Floor		2	2607	2	2607
457	1st Floor		2	1825	2	1825
458	1st Floor		2	2607	2	2607
459	1st Floor		1	521	1	521
460	1st Floor		4	1825	4	1825
461	1st Floor		2	1043	2	1043
462	1st Floor		12	1685	12	1685
463	1st Floor		12	1685	12	1685
464	1st Floor		3	2607	3	2607
465	1st Floor		2	2607	2	2607
466	1st Floor		9	1685	9	1685
467	1st Floor		8	1685	8	1685
468	1st Floor		12	1685	12	1685
469	1st Floor		11	1685	11	1685
470	1st Floor		11	1685	11	1685
471	1st Floor		1	1043	1	1043
472	1st Floor		3	2607	3	2607
473	1st Floor		1	1043	1	1043
474	1st Floor		1	1043	1	1043
475	1st Floor		3	2607	3	2607
476	1st Floor		1	521	1	521
477	1st Floor		2	1825	2	1825
478	1st Floor		16	1685	16	1685

# GARDINER

479	1st Floor		12	1685	12	1685
480	1st Floor		4	1043	4	1043
481	1st Floor		16	1685	16	1685
482	1st Floor		1	1043	1	1043
483	Exterior	Building Mounted	2	4380	2	4380
484	Exterior	Building Mounted	5	4380	5	4380
485	Exterior	Building Mounted	1	4380	1	4380
486	Exterior	Building Mounted	2	4380	2	4380
487	Exterior	Building Mounted	2	4380	2	4380
488	Exterior	Building Mounted	1	4380	1	4380
489	Exterior	Building Mounted	2	4380	2	4380
490	Exterior	Building Mounted	4	4380	4	4380
491	Exterior	Building Mounted	2	4380	2	4380
492	Exterior	Building Mounted	4	4380	4	4380
493	Exterior	Building Mounted	1	4380	1	4380
494	1st Floor	Building Mounted	1	4380	1	4380

**Location:**  
 Clearview Bus Garage  
 4700 Broadway Ave.  
 Lorain, OH 44052

ID #	Location		Existing Fixture		Proposed Fixture	
	Floor	Area	Quantity	Hours of Operation	Quantity	Hours of Operation
495	1st Floor		11	2086	11	2086
496	1st Floor		3	1043	3	1043
497	1st Floor		4	1825	4	1825
498	1st Floor		1	1043	1	1043
499	Exterior	Building Mounted	1	4380	1	4380
500	Exterior	Building Mounted	1	0	1	0
501	Exterior	Building Mounted	1	4380	1	4380

# **GARDINER**

**Location:**  
 Clearview Maintenance Garage  
 4700 Broadway Ave.  
 Lorain, OH 44052

ID #	Location		Existing Fixture		Proposed Fixture	
	Floor	Area	Quantity	Hours of Operation	Quantity	Hours of Operation
502	1st Floor		3	2086	3	2086
503	1st Floor		1	1825	1	1825
504	1st Floor		1	1043	1	1043
505	1st Floor		1	1825	1	1825
506	1st Floor		2	1043	2	1043
507	1st Floor		2	2086	2	2086
508	1st Floor		3	2086	3	2086
509	1st Floor		1	2086	1	2086
510	1st Floor		1	2086	1	2086
511	1st Floor		1	2086	1	2086
512	1st Floor		2	2086	2	2086
513	1st Floor		6	2086	6	2086
514	1st Floor		14	2086	14	2086
515	Exterior	Building Mounted	2	4380	2	4380
516	Exterior	Building Mounted	2	4380	2	4380
517	Exterior	Building Mounted	1	4380	1	4380
518	Exterior	Building Mounted	1	4380	1	4380
519	Exterior	Building Mounted	1	4380	1	4380



**EXHIBIT B.1**  
**Certificate of Substantial Completion**

**Certificate of Substantial Completion and Acceptance**

**Clearview Local Schools – Energy Project**  
**Gardiner Project No.: 60-5376**  
**Date Certificate Submitted to Customer:**

The Services performed pursuant to the Gardiner Agreement, by and between **Clearview Local Schools** (“Customer”) and Gardiner U.S. Inc., dated as of \_\_\_\_\_, have been inspected by the undersigned Customer, have been determined to be substantially complete, and Customer accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to **Article 7** of the Agreement, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

Customer, by and through the undersigned duly authorized representative, accepts the above listed Services as substantially complete and assumes full possession thereof as of the Date of Substantial Completion.

(Customer)

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

Its: \_\_\_\_\_

Date of Customer’s Signature: \_\_\_\_\_

**EXHIBIT B.2**  
**Certificate of Final Completion**

**Certificate of Final Completion and Acceptance**

***Clearview Local Schools – Energy Project***

***Gardiner Project No.: 60-5376***

**Date Certificate Submitted to Customer:**

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The Services performed pursuant to the Gardiner Agreement, by and between **Clearview Local Schools** (“Customer”) and Gardiner U.S. Inc., dated as of \_\_\_\_\_, have been inspected by the undersigned Customer and have been determined to be finally complete.

The Date of Final Completion is hereby established as the earlier of (i) the date Customer executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the date noted above as the date this Certificate is submitted to Customer.

The Warranty Period, pursuant to **Article 7** of the Agreement, commences as of the Date of Final Completion, except as noted below with respect to the following equipment or work:

Description of Equipment or Work	Warranty Commencement Date

---

Customer, by and through the undersigned duly authorized representative, accepts the Services as finally complete and assumes full possession thereof as of the Date of Final Completion.

(Customer)

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

Its: \_\_\_\_\_

Date of Customer’s Signature: \_\_\_\_\_



**EXHIBIT C**  
**Description of the Premises**

The Premises are described as follows:

- 1) Clearview High School  
4700 Broadway Ave.  
Lorain, OH 44052
- 2) Durling Middle School  
100 North Ridge Rd  
Lorain, OH 44052
- 3) Vincent Elementary School  
2303 North Ridge Rd.  
Lorain, OH 44055
- 4) Clearview Bus Garage  
4700 Broadway Ave.  
Lorain, OH 44052
- 5) Clearview Maintenance Garage  
4700 Broadway Ave.  
Lorain, OH 44052



**EXHIBIT D**  
**Notice to Proceed**

**Clearview Local Schools – Energy Project**  
**Gardiner Project No.: 60-5376**

Customer has closed on its financing (the “**Financing Closing**”) of the Gardiner Agreement, dated \_\_\_\_\_, 20\_\_\_\_ as evidenced by the attached fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents.

The entity providing funding to Customer:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Pursuant to **Section 1.04** of the Agreement, Customer hereby executes and issues this written Notice to Proceed authorizing Gardiner to immediately commence performance of the Services in accordance with the Agreement.

Clearview Local Schools

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

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

Dated: \_\_\_\_\_

**EXHIBIT E**  
**Energy Savings Guarantee & Operational Savings**

**Section 1. Energy Savings Guarantee.** Gardiner guarantees that, as a result of the Services Gardiner will furnish hereunder, Customer will realize Total Energy Savings shown in **Table 1**, in each of the consecutive twelve-month periods following the Commencement Date (each such twelve-month period being hereafter referred to as a "Guarantee Year") for the Guarantee Term (defined in **Section 13** hereof) (collectively, the "Guarantee").

**Table 1 – Annual Total Energy Savings Per Building or ECM**

<i>Building or ECM</i>	<b>Option A: Partially Measured Retrofit Isolation</b>				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
<b>01-01 Clearview High School</b>	147,464	73			
<b>02-01 Durling Middle School</b>	87,821	43			
<b>03-01 Vincent Elementary School</b>	73,831	40			
<b>04-01 Bus Garage</b>	9,672	3			
<b>05-01 Maintenance Garage</b>	2,553	1			
	<b>Option B: Retrofit Isolation</b>				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	<b>Option C: Whole Facility</b>				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
	<b>Option D: Calibrated Simulation</b>				
	KWH Saved	KW Saved	Therms Saved	Gallons Saved (fuel oil)	Gallons Saved (water)
<b>Grand Total Energy Savings (annual)</b>	<b>321,341</b>	<b>160</b>			

*Due to rounding of numbers, some numbers in the table above may vary slightly from similar energy references within this Agreement.*

**Section 2. Calculated Monetary Value of Total Energy Savings.** **Table 2** sets forth the annual calculated monetary value of Total Energy Savings per building or ECM for each method using the Base Utility Rates defined in **Section 14** hereof.

**Table 2 – Calculated Monetary Value of Annual Total Energy Savings Per Building or ECM**

Building or ECM (Exhibit ID#)	Guarantee Options				Total Energy Savings
	Option A	Option B	Option C	Option D	
	Partially Measured Retrofit Isolation	Retrofit Isolation	Building or ECM (Exhibit ID#)	Guarantee Options	
01-01	\$ 15,247				\$ 15,247
02-01	\$ 9,719				\$ 9,719
03-01	\$ 8,629				\$ 8,629
04-01	\$ 1,130				\$ 1,130
05-01	\$ 264				\$ 264
<b>Total</b>	<b>\$ 34,989</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 34,989</b>

\* Some of the dollar amounts in the table above may vary slightly from similar dollar amounts within this Agreement due to rounding.

**Section 3. Calculated Monetary Value of Energy and Operational Savings With Escalation.** Table 3 sets forth the calculated monetary value of Total Energy Savings (calculated using the Base Utility Rates defined in Section 14 hereof) and Operational Savings for each year of the Guarantee Term, escalated each year by the stipulated percentage shown, which is a reasonable projection of inflation (for utility costs and otherwise) based on past inflation experience and the Parties' expectations. Operational Savings are stipulated by the Parties and are not included within the Guarantee.

**Table 3 – Calculated Monetary Value of Annual Total Energy Savings and Operational Savings With 3% Annual Utility Escalation**

Total Savings (\$)			
Year	Total Energy Savings	Operational Savings (stipulated)	Total Savings
1	34,989	1,101	36,090
2	36,038	1,101	37,140
3	37,120	1,101	38,221
4	38,233	1,101	39,335
5	39,380	1,101	40,482
6	40,562	1,101	41,663
7	41,779	1,101	42,880
8	43,032	1,101	44,133
9	44,323	1,101	45,424

10	45,653	1,101	46,754
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**Section 4. IPMVP Methodology.** Four (4) different methods may be utilized to measure and calculate the Total Energy Savings: Option A – Partially Measured Retrofit Isolation and/or Stipulated; Option B – Retrofit Isolation; Option C – Whole Facility; and Option D – Calibrated Simulation. Each method is in accordance with the International Performance Measurement and Verification Protocol (“IPMVP”). The four methods are generally described in Sections 5 through 8 hereof. The type and location of energy conservation measures (ECM) installed determine which measurement and calculation method to utilize.

**Section 5. Option A. Partially Measured Retrofit Isolation.** The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by an agreed-upon or “stipulated” factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensure that stipulated values fairly represent the probable actual value. Specific M&V methodologies and stipulations are identified for each savings strategy are detailed in sub Exhibits E.X through E.Y.

**Section 6. Option B. Retrofit Isolation.** Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired. Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses. Specific M&V methodologies for each savings strategy are detailed in sub Exhibits E.X through E.Y.

**Section 7. Option C. Whole Facility.** Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns. This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter post-implementation (“Post”) energy use can be measured. The methodology to establish baseline and Post parameter identification, modeling approach and baseline or model adjustments will be defined in Section 18 of this Exhibit E. Periodic inspections of baseline energy usage, operating practices, and facility and equipment, and meter measurements of the will be necessary to verify the on-going efficient operation of the equipment, systems, practices and facility, and saving attainment.

Except as otherwise provided, actual Total Energy Savings will be calculated for each month of each Guarantee Year as the product of (a) “units of energy saved” (kWh, Therms, GJ, etc.) multiplied by (b) applicable Base Utility Rates.

Units of energy saved are computed by the “Metrix” software application. “Metrix” is an accounting software application copyrighted by Abraxas Energy Services, Inc. Units of energy saved are calculated by subtracting current period measured units of energy consumed from the adjusted Base Facility Utility Consumption units of energy defined in Section 16 hereof, Table 8. Adjustments to the Base Facility Utility Consumption units of energy are based on factors such as weather, occupancy, operating hours, etc., and changes to the Base Conditions and operating practices as defined in Section 18 hereof.

**Section 8. Option D. Calibrated Simulation.** Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit. Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated

simulation. Specific M&V methodologies for each savings strategy are detailed in sub Exhibits E.X through E.Y. Energy use simulation is calibrated with hourly or monthly utility billing data and/or end use metering.

**Section 9. Operational Savings.** Customer and Gardiner agree that, as a direct result of the Services, as of the Commencement Date, Customer shall have achieved no less than \$ 25,288 in annual operational cost savings (“Operational Savings”) for each Guarantee Year during the Guarantee Term. Customer and Gardiner worked together to identify and quantify the Operational Savings based upon past and projected expenditure data provided by the Customer. Throughout the Guarantee Term, Operational Savings for each Guarantee Year after the First Guarantee Year will be deemed by Customer and Gardiner to escalate at a rate of zero percent (0%) per year; accordingly, the Operational Savings for each Guarantee Year after the first Guarantee Year will be calculated by multiplying the immediately preceding Guarantee Year’s Operational Savings by one hundred and zero percent (100%). The Parties agree that the 0% escalation rate is a reasonable projection of inflation based on past inflation experience and the Parties’ expectations. Customer and Gardiner worked together to identify and quantify Operational Savings based upon past and projected expenditure data provided by the Customer. Operational Savings specified herein are stipulated as fact, will not be measured, monitored or verified by Gardiner, and are considered satisfied effective on the Commencement Date. Operational Savings include the following categories (as applicable):

- a. Direct Cost Avoidance. Reduction or elimination of existing or planned service contracts, and material, supply, and labor expenditures;
- b. Indirect Cost Avoidance. Customer valuation – including such items as re-deployed labor resources and reduction in overhead; and
- c. Future Capital Cost Avoidance. Future replacement expenditures avoided as a result of new equipment installed;

The Operational Savings are detailed in the table below. Table 4 identifies the source of Operational Savings defined by Customer.

**Table 4 – Detailed Operational Savings**

Description	Direct Cost Avoidance	Indirect Cost Avoidance	Future Capital Cost Avoidance
Item 1			
Item 2			
Item 3			
Item 4			
Item 5			
Item 6			
Item 7			
Item 8			
Item 9			
Item 10			

**Section 10. Total Energy Savings.** Total Energy Savings shall be computed as specified in this Exhibit E, including the sub-Exhibits. Two different types of energy savings may be achieved under this Agreement: Energy Use Savings and Energy Rate Savings (hereinafter collectively referred to as “Total Energy Savings”). Total Energy Savings will be determined by adding the Energy Use Savings and



Energy Rate Savings for each Billing Period (as hereinafter defined), together with any Installation Period Savings. Utilizing energy related bills furnished by Customer pursuant hereto, Gardiner shall then determine Total Energy Savings for each Billing Period and for each Guarantee Year when completed. Subject to Section 12 hereof, Gardiner will begin recording annual savings from and after the Commencement Date.

(a) **Energy Use Savings** are those energy savings achieved through reduction or shift in energy or demand use. Gardiner will calculate Energy Use Savings achieved at the Premises by subtracting energy consumption and demand for the current Billing Period from Baseline energy consumption and demand for the corresponding month as shown in Section 16 hereof, Table 8 and multiplying those savings by the current utility rate unit cost or the Base Utility Rates as described herein, whichever is higher. The Energy Use Savings will be adjusted for weather, occupancy, utilization, and facility changes as described herein.

(b) **Energy Rate Savings** are those savings achieved through a reduction in fuel and/or electricity rates by one or more of the following means:

- (i) Improved rate from local electric utility company, natural gas company, or fuel company;
- (ii) Direct purchase of natural gas or electricity; and/or
- (iii) Bulk purchase of fuel.

Gardiner will calculate the Energy Rate Savings obtained for each Billing Period by multiplying energy consumption and demand for the current Billing Period by the energy rate reduction, as shown in the Total Energy Savings Table 5, which is the amount by which the Base Utility Rate defined in Section 14 hereof, exceeds the improved rate. There will be no Energy Rate Savings calculation unless an energy rate reduction has been achieved either directly or indirectly by Gardiner through one or more of the means listed above in clauses (i) through (iii).

**Table 5 – Total Energy Savings (Use if Energy Rate Savings are applicable)**

Total Energy Savings (\$)			
Year	Energy Use Savings	Energy Rate Savings	Total Energy Savings
1	34,989	0	34,989
2	36,038	0	36,038
3	37,120	0	37,120
4	38,223	0	38,223
5	39,380	0	39,380
6	40,562	0	40,562
7	41,779	0	41,779
8	43,032	0	43,032

9	44,323	0	44,323
10	45,653	0	45,653

**Section 11. Installation Period Savings.** Energy Use Savings, as calculated in accordance with the sub-Exhibits, will accrue as the Services progress during the installation period until the Commencement Date. As applicable, Gardiner will calculate and document these savings as they accrue in accordance with the sub-Exhibit(s) (such savings hereinafter referred to as "Installation Period Savings").

**Section 12. Billing Period.** The Billing Period is based on the time period between when readings are taken either electronically or manually by the utility or other designated agency. Utility bills will be prorated based on the number of days in the Billing Period month.

**Section 13. Commencement Date and Guarantee Term.** The "Commencement Date" shall be the first calendar day of the month following the month in which the Date of Final Completion occurs, unless the Date of Final Completion falls on the first calendar day of a month, in which event the Commencement Date shall be the Date of Final Completion, but in no event later than ninety (90) days after the date noted in the Certificate of Final Completion and Acceptance. The Guarantee shall begin as of the Commencement Date and, unless this Agreement shall terminate earlier, shall expire on the day immediately preceding the 10 year anniversary of the Commencement Date (hereinafter the "Guarantee Term").

**Section 14. Base Utility Rates.** Gardiner will use the greater of the then current applicable utility rate unit cost or the Base Utility Rates described herein to calculate the monetary value of Actual Savings; however, in the event Actual Savings are less than the Guarantee, the lesser of the then current applicable utility rate unit cost or the Base Utility Rates will be used to determine the monetary value of the shortfall in Actual Savings.

The following are the Base Utility Rates:

**Cost of Electricity**

Facility	Rate (\$/KWH)
Clearview High School	\$0.1034
Durling Middle School	\$0.1107
Vincent Elementary School	\$0.1169
Bus Garage	\$0.1169
Maintenance Garage	\$0.1034

**Section 15. Metering Information.** Option C verification requires specific energy or water usage data to be collected. The data collected will be based on the Meter information in Section 15 hereof, Table 7. There will be no Option C with this project

**Table 7.**

Facility	Utility Type	Serves	Account #	Meter #	Rate Schedule

**Section 16. Base Conditions.** Total Energy Savings will be calculated using the Base Facility Utility Consumptions defined in **Table 8**. The savings and forecast shown below are for facilities and energy conservation measures using Option C M&V method and do not include any adjustments that may be necessary at the time of reconciliation as defined in **Section 18** hereof. This Base Facility Utility Consumption will be used as the reference against which future years utility usage will be compared to determine the Actual Savings.

**Table 8. Base Facility Utility Consumption**

Baseline			Adjusted Baseline (If Applicable)			Forecast			Savings			
Date	kWh	kW	CCF	kWh	kW	CCF	kWh	kW	CCF	kWh	kW	CCF

**Building Operation**

The following operational parameters were collaboratively agreed upon by Customer and Gardiner and are stipulated as fact for the purposes of this Agreement. The parameters were used in the Detailed Energy Analysis process to determine Energy Use Savings and Customer bears the risk of decreased energy savings if the facilities are operated outside of these parameters. Variation from these parameters will permit Gardiner to make an adjustment to the Baseline as indicated in **Section 18** hereof.

**Table 9 – Operational Parameters**

Bldg Type	Day	Occupied Hours	Occupied Temps	Set back hours	Set back temps
Building Type	All Occupied Days	7AM - 5PM	70 ht, 75 clg	5PM - 12AM 12AM to 6AM	None
Building Type	Weekend			All Hours	55 ht, 85 clg
Building Type	Holiday			All hours	55 ht, 85 clg
	Scheduled Shutdowns				

Customer is responsible to perform the updates to the control system to conform to the above table. The Customer should limit access to thermostats to its maintenance staff.

For the purpose of this Agreement, indoor temperature boundaries will be maintained at no warmer than 70° F for heating (ht) and no cooler than 75° F for cooling (within +/- 2 degrees).

**Section 17. Guarantee Reconciliation.** Subject to Customer's obligations to furnish the data and information required hereunder, within ninety (90) days after the final month of each Guarantee Year, Gardiner will determine the actual Total Energy Savings (the "Actual Savings") as described in this Exhibit E and the sub-Exhibits and report the same to Customer in a Reconciliation Report. Customer shall be deemed to have accepted the determinations contained in the Reconciliation Report in the event Customer fails to object to the same within fourteen (14) calendar days after delivery of the Reconciliation Report to Customer. In the event the Actual Savings, together with any Installation Period Savings that have not been previously applied against any shortfall in Total Energy Savings, are less than the Guarantee, at Customer's option: (i) within thirty (30) days after delivery of the Reconciliation Report and notice from Customer that it has selected this payment option, Gardiner will pay Customer the difference between the Guarantee and the Actual Savings (credited by unapplied Installation Period Savings) for that Guarantee Year; or (ii) Gardiner will carry such obligation forward to one or more succeeding Guarantee Year(s). Upon agreement of Gardiner and Customer, instead of payment, Gardiner may provide services and/or product, equal to the value of the difference between the Guarantee and the Actual Savings. If in any Guarantee Year the Actual Savings exceed the Guarantee, the excess savings shall be credited to one or more preceding or succeeding Guarantee Year(s) in which Actual Savings were less than the Guarantee. In the event excess savings are credited to any Guarantee Year in which Actual Savings were less than the Guarantee and, with respect to such Guarantee Year, Gardiner shall have paid to Customer the difference between the Guarantee and the Actual Savings, Customer shall refund such payment to Gardiner to the extent of the excess savings being credited.

**Section 18. Adjustments to Baseline.** Gardiner may, at its sole discretion, make adjustments to the Baseline using standard and sound engineering principles as follows:

- a. **Building Utilization:** The total number of building occupants is a variable that may be adjusted for if the number of occupants differs from the Baseline quantity;
- b. **Building Occupancy Hours:** The hours the building(s) is/are occupied and/or equipment and/or lighting is utilized is a variable which may be adjusted for if the hours (quantity or time-of-day) differs from the hours identified in this Exhibit E and its sub-Exhibits. Buildings that have Gardiner energy management equipment will be monitored by Gardiner to verify hours of equipment operation. Buildings without energy management systems will have to have equipment operation logged by Customer's building staff as specified in Section 19, Customer Responsibilities, of this Exhibit E;
- c. **Weather:** Utility bills will be adjusted for weather;
- d. **Building Changes:** The Baseline may be adjusted to account for any building square footage changes, remodeling, and addition of equipment or change in usage. Customer agrees to contact Gardiner within seven (7) calendar days of commencement of any changes or additions of equipment or environments; and
- e. **Gardiner's discretion,** based on data or other information newly discovered or otherwise not readily available at the time the Baseline was prepared; and/or
- f. **Failure of Customer** to perform its obligations under Section 19 of this Exhibit E.
- g. **Baseline Adjustment:** Any adjustment in the baseline model of the building created as part of the engineering study appropriate to represent operation of the building if it had been designed, constructed, and/or operated in accordance with local and national codes in place as of the Effective Date of this Agreement. Such adjustments can include, but are not limited to, increased ventilation rates for code compliance and the addition of heating and/or air-conditioning to areas that previously had no environment conditioning. The adjustments included in the engineering study for this project on account of such issues are estimated to result in an energy increase or

decrease of XXX,XXX kWh, an increase or decrease of XXX kW and an energy increase or decrease of XX,XXX therms.

**Section 19. Customer Responsibilities.** Customer acknowledges that it has an integral role in achieving savings and agrees to perform the following responsibilities:

- a. Properly maintain, repair, and replace all energy consuming equipment with equipment of equal or better energy and operational efficiencies and promptly notify Gardiner of the repair and /or replacement, but no later than within fourteen (14) calendar days from the commencement thereof;
- b. Make available to Gardiner upon its request copies of maintenance records and procedures regarding maintenance of the Premises;
- c. Promptly provide Gardiner with notice of system and building alterations at the Premises that impact energy consumption, including but not limited to: energy management systems, automatic door operation, structural, occupancy sensors, photocell/timer control of exterior lighting and heat recovery systems;
- d. Log any utility meters and the operation of any energy consuming devices or equipment as directed by Gardiner and furnish copies of such logs to Gardiner within thirty (30) calendar days after preparation of the logs;
- e. Provide to Gardiner true, accurate and complete copies of all energy related bills within ten (10) days after Customer's receipt of such bills. The parties stipulate that, in each event that Customer fails to provide an energy related bill within thirty (30) days after the end of the Billing Period to which the bill relates, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Gardiner been provided with the energy related bill in a timely manner. In the event Gardiner subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;
- f. Provide to Gardiner true, accurate and complete descriptions of all energy consuming devices within seven (7) days after installation and start up of such equipment. This equipment includes, but is not limited to heating, cooling or ventilating equipment, computers and other electronics, water heaters, kitchen equipment, laundry equipment, mobile trailer units and portable hospital equipment. The parties stipulate that, in each event that Customer fails to provide this information within thirty (30) days after the start up of such equipment, Customer shall be deemed to have realized that portion of the Total Energy Savings prorated for the utility billing period to which said energy related bill relates and for such subsequent utility billing periods as are affected by an increase in energy and/or demand use that could have been avoided had Gardiner been provided with the energy related information in a timely manner. In the event Gardiner subsequently receives or obtains the untimely energy related bill and such bill discloses that savings were achieved in an amount greater than had been stipulated hereunder, such greater savings will be used in calculating Actual Savings;
- g. Furnish to Gardiner true, accurate and complete copies of any utility rate schedules or tariffs promptly upon Gardiner's request for the same and, in any event, within thirty (30) calendar days after Customer's receipt of notice of a utility rate change;
- h. Maintain in effect and fully perform its obligations under the Maintenance Agreement throughout the duration of the Guarantee; and

- i. During the Term of this Agreement, permit only Gardiner and/or Customer approved personnel to repair, adjust or program equipment, systems, and/or controls covered by this Agreement or affecting equipment, systems, and/or controls covered by this Agreement, except in the event of an emergency, in which event Customer shall immediately notify Gardiner of the existence of the emergency no later than within twenty-four (24) hours of the commencement of the emergency condition.

**Section 20. Exclusions from Gardiner's Responsibilities.** Gardiner shall not be responsible for any of the following:

- a. Any shortfalls in Total Energy Savings, failure to satisfy the Guarantee, or for loss, damage or malfunction to equipment, systems, controls or building(s) structures resulting from non-Gardiner personnel examining, adjusting or repairing equipment, systems, or controls;
- b. Any failure of Customer to achieve or realize Operational Savings;
- c. Any damage or malfunction resulting from freezing, corrosion or erosion on the water side of the equipment or caused by scale or sludge on equipment;
- d. Problems or damages caused by utility service or damage sustained by equipment or systems;
- e. Furnishing any items of equipment, material, or labor, or performing tests recommended or required by insurance companies or federal, state, or local governments; and
- f. Failure or inadequacy of any structure or foundation supporting or surrounding equipment or work or any portion thereof.

**Section 21. Independent Audit.** Within thirty (30) days after each anniversary of the Commencement Date, Customer may provide written notice to Gardiner that Customer intends to have performed an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer and Gardiner shall thereupon select agreed upon experienced and qualified energy engineering auditors to complete and submit to the parties an audit of the savings calculations and billings for the immediately preceding Guarantee Year. Customer shall pay for the entire cost of the audit. The audit shall be completed within thirty (30) days of selection of the auditor. Exercise of the right to request an audit shall in no way relieve Customer of its continuing obligation to make current payments pursuant to this Agreement. Any payments between the parties necessary to resolve any agreed upon irregularities identified in the audit will be made within sixty (60) days after submission of the audit to the Parties. Any dispute arising from or related to the audit shall be resolved by recourse to the procedures set forth in **Article 8** of this Agreement.

**Section 22. Agreed Upon Parameters.** Customer agrees that the parameters set forth in the sub-Exhibits (used for Options A, B, C & D) are mutually agreed upon and form the basis of the Guarantee. These parameters are hereby recognized, for the purposes of this Agreement, as fact and will not be measured, monitored or adjusted. These parameters apply to Total Energy Savings that shall be computed as specified in this **Exhibit E** and sub-Exhibits.

**Section 23. Detailed Energy Analysis.** The "Detailed Energy Analysis," dated [DATE], presented by Gardiner and its consultant, [CONSULTANT'S NAME], is incorporated herein for the limited purposes of presenting a description of existing conditions and the methodologies used for calculating projected energy savings with respect to the energy conservation measures comprising the Scope of Services in **Exhibit B**. Statements of savings contained in the Detailed Energy Analysis are projections only and do not constitute, and shall not in any way modify, the statements of Gardiner's Guarantee contained in this **Exhibit E** and sub-Exhibits referenced herein.

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**EXHIBIT F**  
**Hazardous Materials**

Pursuant to Section 5.01 of the Agreement, the existence of the following Hazardous Materials has been disclosed by Customer and/or otherwise identified prior to the execution of the Agreement:

- "PCB-containing ballasts and mercury-containing lamps which shall be replaced by Gardiner and disposed of by Customer as owner/generator of the Hazardous Material.



**EXHIBIT G**  
**Maintenance**

Commencing upon the Date of Final Completion, Gardiner will furnish the Maintenance described in this **Exhibit G** with respect to the Covered Equipment upon the terms and conditions contained in this **Exhibit G**. In the event of an inconsistency or conflict between the terms and conditions of this **Exhibit G** and the terms and conditions of the balance of this Agreement, the terms and conditions of this **Exhibit G** shall control.

<i>Included if Checked</i>	<i>Visits Per Year</i>	<i>Maintenance Description</i>
		Scheduled Service:
		•
		•
		•
		•
		•
		Repairs:
		•
		•
		•

**Maintenance Price and Annual Adjustment.** The Maintenance Price is set forth below on an annual basis, subject to the adjustments provided for herein. Gardiner may invoice the Maintenance Price once each year, semi-annually, or quarterly and each such invoice shall be due in advance of performance of the Maintenance. Gardiner reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Gardiner may discontinue Maintenance whenever payment is overdue. Unless otherwise expressly agreed in writing, Customer shall pay, in addition to the stated Maintenance Price, all taxes not legally required to be paid by Gardiner or, alternatively, shall provide Gardiner with an acceptable, valid certificate of tax exemption. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due. Effective upon each annual anniversary of the Maintenance Commencement Date, the annual Maintenance Price shall be adjusted upward by the Annual Adjustment Rate; for each year of this Agreement subsequent to the first anniversary of the Maintenance Commencement Date, the Annual Adjustment Rate shall be applied to the annual Maintenance Price as previously adjusted.

First Year Annual Maintenance Price	\$
Any Applicable Tax* and Freight	\$
First Year Annual Maintenance Price Total	\$

Annual Adjustment Rate %  
 (\*\$0.00 tax is contingent upon Customer furnishing evidence to Gardiner of valid, applicable exemption from sales/use or other applicable taxes.)

**Term.** Gardiner's obligations to furnish the Maintenance shall commence upon the Date of Final Completion as defined in **Section 2.03** of this Agreement (the "Maintenance Commencement Date") and, unless this Agreement is terminated earlier, shall end upon expiration of the Guarantee Term set forth in **Exhibit E**.

**Schedule A to Exhibit G  
Covered Equipment**

<b>Equipment Type</b>	<b>Quantity</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Location</b>

### Exhibit G Additional Terms and Conditions

**Performance.** Gardiner shall perform the Maintenance described in the schedules included with this **Exhibit G** with respect to the listed Covered Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise expressly stated, Maintenance will be performed during Gardiner's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor rates. Gardiner's duty to perform Maintenance is subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the Effective Date hereof. Customer shall perform required restoration at its cost prior to Gardiner being obligated to perform hereunder. Maintenance furnished is premised on the Covered Equipment being in a maintainable condition. If initial or seasonal startup is included in the Maintenance, or an inspection by Gardiner prior to commencement of the Maintenance, indicates repairs are required, Customer shall authorize Gardiner to perform such repairs pursuant to a quote for the repairs provided by Gardiner. During the Term, Gardiner may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Gardiner and shall in no event become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Covered Equipment. Gardiner reserves the right to remove such items at its discretion.

**Customer Obligations.** Throughout the Term, Customer shall:

- a. Provide Gardiner reasonable and safe access to all Covered Equipment;
- b. Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration, or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Gardiner is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration, or refurbishing of the Covered Equipment; Gardiner shall not be responsible to perform any subsequent repairs to the Covered Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- c. Reimburse Gardiner for services, repairs, and/or replacements performed by Gardiner beyond the scope of Maintenance or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor and prices for materials and may at Gardiner's option be subject to a separate written agreement prior to its undertaking such work;
- d. Promptly notify Gardiner of any unusual performance of Covered Equipment;
- e. Permit only Gardiner personnel to repair or adjust Covered Equipment and/or controls during the Term;
- f. Utilize qualified personnel to properly operate the Covered Equipment in accordance with the applicable operating manuals and recommended procedures; and
- g. Unless water treatment is expressly included in the Maintenance, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Gardiner.

**Exclusions.** Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Gardiner do not include, and Gardiner shall not be liable for, any of the following:

- a. Any guarantee of room conditions or system performance, except as expressly stated in **Exhibit E** to this Agreement;
- b. Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment (that is not factory mounted) and interconnecting power wiring; recording or

- portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels; shells, coils, tubes, housings, castings, casings, drain pans, panels, ductwork; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses; unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic ; structural supports; and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;
- c. Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Covered Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
  - d. Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Gardiner as part of this Agreement;
  - e. Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
  - f. Failure or inadequacy of any structure or foundation supporting or surrounding the Covered Equipment or any portion thereof;
  - g. Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
  - h. The normal function of starting and stopping the Covered Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Covered Equipment against damage;
  - i. Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
  - j. Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
  - k. Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
  - l. Failure of Customer to follow manufacturer recommended guidelines concerning overhaul and refurbishing of the Covered Equipment;
  - m. Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Premises before the Effective Date of this Agreement ("**Pre-Existing Conditions**"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;
  - n. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Gardiner's Services, in which case, replacements shall in no event exceed ten percent (10%) of the rated system charge per year unless a greater percentage is expressly included within the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
  - o. Operation of the Covered Equipment; and
  - p. Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Gardiner.

**Maintenance Warranties.** (a) Gardiner manufactured material supplied is warranted to be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Gardiner's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Gardiner's obligation under this warranty is limited to correcting any improperly performed labor; and (c) non-Gardiner equipment and/or parts are not warranted by Gardiner and shall have such warranties as are extended to Gardiner by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN**



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**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 (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. GARDINER SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

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**Julian & Grube, Inc.**  
*Serving Ohio Local Governments*

333 County Line Rd. West, Westerville, OH 43082 Phone: 614.846.1899 Fax: 614.846.2799

April 8, 2019

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

Dear Ms. Nowak:

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Clearview Local School District.

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by the Ohio Department of Education (ODE) – Medicaid School Program (MSP) on the Medicaid regulations in accordance with Ohio Administrative Code (OAC) 5160-35-04(K)(2) for the Clearview Local School District for the fiscal years ended June 30, 2020 and June 30, 2021. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of ODE and agreed to by the Clearview Local School District as participants in the MSP, and we will require an acknowledgment in writing of that responsibility from the Clearview Local School District, as the OAC implies acknowledgement from ODE. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the Medicaid regulations. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We plan to begin our procedures for the fiscal year ended 2020 on approximately July 1, 2021, and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2021. Future fiscal year end procedures will be performed and completed as required by ODE.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the District and ODE. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the District and ODE and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Medicaid program the Clearview Local School District administers that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the requirements of Medicaid as enumerated in the attached schedule, we will disclose those matters in our report.

Ms. MaryAnn Nowak, Treasurer  
Clearview Local School District  
Page Two

You are responsible for complying with the MSP requirements in accordance with OAC 5160-35-04(K)(2) and for agreeing to the criteria and procedures in the attached schedule and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the Medicaid requirements the agreed-upon procedures address. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the requirements of Medicaid as enumerated in the attached schedule.

Steve C. Julian, or Tara L. Weaver will be the engagement partners and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

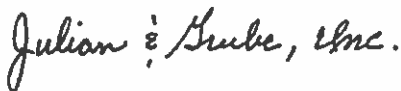
Our professional fees to perform the agreed-upon procedures will be at an hourly rate of \$70. This rate includes all expenses: i.e., you will not be billed additional amounts for any out-of-pocket charges we incur. Regardless of the number of hours incurred, J&G will guarantee that the total cost to the District will not exceed the following maximums:

Cost report period July 1, 2019 to June 30, 2020 ..... \$1,300  
Cost report period July 1, 2020 to June 30, 2021 ..... \$1,300

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered at the completion of the engagement and are payable on presentation. In the event services are performed and payment is not received in full, future services may be suspended.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign in the applicable area below and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,



Julian & Grube, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Clearview Local School District.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent or Purchasing Agent

\_\_\_\_\_  
Date

## EXHIBIT A

# **Ohio Medicaid in Schools Program (MSP) Agreed Upon Procedures Engagement Letter**



### **Payroll**

1. Obtain the payroll worksheet. If there are no individuals included, confirm with provider and document no payroll costs were included. No AUPE steps are necessary for payroll. Otherwise, perform the steps below.

1. Obtain from the Medicaid School Program (MSP) agency a schedule or Uniform School Accounting System (USAS) report that identifies the total payroll and fringe benefit costs related to employees working on the MSP. Using the information collected, verify the following:

- If a separate schedule is used as a basis for accumulating payroll costs to be included on the MSP cost report, reconcile the expenditures included on the schedule to the MSP agency's USAS payroll accounts.
- Reconcile expenditures included on the schedule or USAS report to the salary amounts reflected on Exhibit 7 "Total Salary/Benefits/Other" column.

Notwithstanding variances due to rounding, if payroll and fringe benefit expenditures included on the schedule or USAS report are less than the amounts identified on the corresponding exhibits, prepare a proposed cost adjustment to remove the variance(s) using Schedule C. In addition, document any explanation provided by management for the variance(s) and include in the agreed upon procedures report.

2. Using cost report exhibit 7 select 20 employees or 30% of the total number of employees whose salary was charged to the MSP, whichever is less Using the employees selected, verify the following:

- a. Employee payroll and fringe benefit amounts are reported in accordance with the cost report instructions (i.e., appropriate exhibit, column and line item).

If employee payroll and fringe benefit amounts are not reported in accordance with the cost report instructions, prepare a proposed cost adjustment to reclassify the amounts to the appropriate exhibit, column or line item. Any proposed cost adjustments should be documented on Schedule C.

- b. Employee payroll and fringe benefit amounts included on the exhibits are calculated accurately based the period(s) worked and pay rate identified within the employee personnel file or salary amount identified within the employee contract.

If employee payroll and fringe benefit amounts are not calculated accurately based on the hours or time periods worked and the hourly rate or salary amount, prepare a proposed cost adjustment to remove the variance using Schedule C. The proposed cost adjustment should result in an increase or decrease to the "Total Gross Salary" column on the appropriate exhibit.

- c. Verify amounts and types of expenditures included within the payroll and fringe benefit amounts under the “Total Gross Salary” column are allowable under 2 CFR 200 and the cost report instructions.

If costs included within payroll and fringe benefit amounts are not allowable, prepare a proposed cost adjustment using Schedule C to remove the unallowable costs from the “Total Gross Salary” column.

3. Obtain from the MSP agency (or the RMTS contractor), the three (3) quarterly Random Moment Time Study (RMTS) participant lists that were submitted to the RMTS contractor during the cost reporting period. Using the employees selected in conjunction with step 2 from above perform the following for each employee:
  - a. Using the 3 quarterly RMTS lists, identify the number of quarters each employee selected participated in the RMTS.
  - b. Verify the employee payroll and fringe benefit amounts included on the exhibits are accurate based on the number of quarters the employee participated in the RMTS. Accuracy is defined as follows:
    1. If an employee is identified on all three (3) quarterly RMTS participant lists then 100% of the employee’s payroll and fringe benefit costs may be included on the exhibit within column “Total Gross Salary.”
    2. If an employee is identified on only two (2) quarterly RMTS participant lists, then only two quarters plus 2/ 3 of the summer quarter of the employee’s payroll and fringe benefit costs may be included on the exhibit within the column “Total Gross Salary.”
    3. If an employee is identified on only one (1) quarterly RMTS participant list, then only one-quarter plus 1/3 of the summer quarter of the employee’s payroll and fringe benefit costs is includable on the exhibit within the column “Total Gross Salary.”
    4. If an employee is not identified on any quarterly RMTS participant lists, then none or zero dollars of their payroll or fringe benefit costs is includable on the exhibit.

If an employee’s amount of payroll and fringe benefit costs included within the “Total Gross Salary” column are not accurate based on the number of quarterly RMTS they participated.

Prepare a proposed cost adjustment. Proposed adjustments should be documented using Schedule C.

4. Using the individuals selected in conjunction with step 2, verify the employees' job activities are allocable or provide a direct benefit to the MSP through either the delivery of services or performance of direct administrative functions. For the purpose of this procedure "allocable" has the same meaning as identified in 2 CFR 200.405. Prepare a work paper that identifies the employee's name, job title/position and perform the following:
  - a. Request written documentation from the MSP Agency, i.e. job description, to identify whether the job tasks/activities performed benefit the MSP.
  - b. For employees that provided MSP services during the cost reporting period, perform the following:
    1. Verify at least one of the service types performed is identified within OAC section 5160-35-05 or 5160-35-06 as being allowable to the MSP.
    2. If the service is verified as being allowable, request documentation from the Billing Agent that provides an example of the employee delivering the service to a student with an IEP. For purposes of substantiating service delivery, documentation is defined in OAC 5160-35-05(G).

If the services were not identified within the OAC as allowable or documentation was not provided to evidence the delivery of a service to a student with an IEP, prepare a proposed cost adjustment. The cost adjustment should equal the employee's gross salary and fringe amount and be documented using Schedule C.

- c. For employees that performed a Medicaid administrative function allocable to the MSP during the cost reporting period, perform the following:
  1. Verify at least one of the employee's job tasks/activities is identified within Attachment D of the Guide to Time Studies for the Ohio Medicaid School under one of the following acceptable activity codes: 6,8,10,12,14,16.
  2. If an employee's job task was identified within an acceptable activity code, request documentation from the Billing Agent that provides an example of the employee performing the administrative job task or activity. For purposes of this procedure, documentation is defined as any notes, written descriptions, completed forms, ledgers, books, records, case notes, progress notes, payroll records, or similar supporting documentation completed by the employee that demonstrates the administrative activity was performed.

If a job task/activity is not identified within one of the acceptable activity codes or no documentation was provided to evidence the employee had performed the task or activity during the cost reporting period, prepare a proposed cost adjustment. The cost adjustment should be for the employees gross salary and fringe amount and be documented using Schedule C.

5. For each employee selected in conjunction with step 2 that worked on federal program activities in addition to the MSP support detailing the fund allocation for the cost reporting period. For these employees perform the following steps:
  - Inspect the payroll allocation support and recalculate the percentage funded with federal grants and agree to percentage presented in Exhibit 7.
  - Document any direct costs related to employee time spent on federal programs other than MSP. For purposes of this step, direct costs have the same meaning as defined within 2 CFR 200.413 and 200.414.
  - If direct costs related to time spent on a federal program other than MSP are identified, verify the payroll costs related to the federal program are identified on the exhibit under column, “If yes, enter amount of payroll costs related to the other federal program(s).”
  - If no costs related to the direct time spent on other federal programs are identified on the exhibit, prepare a proposed cost adjustment to identify the payroll costs that related to time spent on the other federal programs. The proposed cost adjustment should be made to add or increase the amount listed under the “If yes, enter amount of payroll costs related to the other federal program(s)” column.
  - If direct time is identified or an adjustment is made to the “If yes, enter amount of payroll costs related to the other federal program(s)” column, verify the appropriate portion of fringe benefit costs are included under column “Add proportion of fringe benefit costs.”

Proposed cost adjustment amounts should be documented using Schedule C.

6. Obtain a listing of all employees whose payroll costs are included within the MSP cost report and a list of all employees whose payroll costs are included within the MSP agency’s cost allocation plan as indirect costs subject to allocation. For any employees whose salary is included within the MSP cost report and within cost allocation plan, prepare a proposed cost adjustment to remove their entire salary from the appropriate cost report exhibit using Schedule C.

**Paid Claims Procedures**

1. Using the list of paid claims obtained from the MSP agency select 40 individual claims or 10% of the total population, whichever is less. To the extent practical, the selection must include different claimed services for different students. Prepare a work sheet that includes the following information:
2. Record the following information from the records onto a work paper:
  - a. Student identification number, if identified
  - b. Medicaid identification number
  - c. Date of birth
  - d. CPT Code
  - e. Service type as identified in the Ohio Medicaid School Program CPT Code Assignment Appendix (e.g., MH, SLP, etc.)
  - f. Service Date
  - g. Units billed
  - h. Units paid
  - i. Date paid
  - j. Transaction Control Number (TCN)
  - k. If applicable to the service type, identify the minutes necessary to meet a unit of service using the Ohio Medicaid School Program CPT Code Assignment Appendix.
3. Using the claims selected in step 1, obtain from the MSP agency the students' attendance records, multi-factored evaluation, identification of necessary services, documentation of service provided, Individualized Education Program (IEP) which includes a plan of care, and parental consent form. Using the information obtained, perform the following for each claim selected:
  - a. Verify the service identified on the paid claim is identified within the student's plan of care as required by OAC-5160-35-05(F)(3). If the service identified on the paid claim is not identified in the plan of care, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - b. Verify the plan of care was signed by a qualified practitioner as required within OAC -35-05(F)(2). If the plan of care was not signed by a qualified practitioner, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - c. Verify the service date identified on the paid claim was subsequent to the effective date and/or authorization date of the student's plan of care. If the date of service delivery was prior to the effective/approval date, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.

- d. Verify there is documentation the service identified on the paid claim was provided/delivered to the student. The provision or delivery of service is evidenced by the provider if documentation includes the information required by OAC sections 5160-35-05(G)(3), (G)(5) for medical services or 5160-35-06 (E)(3) and E(4) for transportation and equipment services. If there is no evidence the service identified on the paid claim was provided to the student, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
- e. Verify there is documentation that indicates the service was provided on the same day, month, and year as identified on the paid claim. If there is no documentation to indicate the service was provided on the same date as indicated on the paid claim, prepare a proposed cost adjustment for the amount of the claim using Schedule P.
- f. Verify the billing units identified on the paid claim correspond to the support detail and comply with the requirements of OAC 5160-35-04(J). If a unit is determined by a minimum number of minutes, calculate the number of units provided to the student by using the beginning and ending times of the service delivery. If the number of units, as calculated, is less than the units identified on the paid claim or does not comply with 5160-35-04(J), prepare a proposed cost adjustment for the amount of the claim using Schedule P.
- g. Verify the service was provided by a licensed practitioner as required by OAC 5160-35-05 by obtaining a copy of the practitioner's profession license. If the practitioner did not hold a profession license at the time of service delivery date, prepare a proposed adjustment for the total amount of the claim using Schedule P.
- h. Verify the service type identified is allowable under the requirements of OAC section 5160-35-05 or 5160-35-06 if the service related to Targeted Case Management or transportation. If the service provided was not allowable, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
- i. Verify the documentation of service delivery includes the signature or initials of the person/practitioner delivering the services as required by OAC 5160-35-05 (G)(7). Each documentation recording sheet must contain a legend that indicates the name (typed or printed), title, signature, and initials of the person delivering the services. If the documentation does not include the signature or initials of the person delivering the service or the signature or initials do not correspond to the legend, prepare a proposed cost adjustment for the claim amount using Schedule P.
- j. Verify the claim submission date was not beyond 365 days of the actual date the service was provided as required by OAC 5160-35-04(H). If the claim submission date is beyond 365 days after the service date, prepare a proposed cost adjustment for the claim amount using Schedule P.

- k. Verify the date of service was not beyond 12 months of the assessment/re-evaluation date as required by OAC 5160-35-04(B)(3). If the date of service is beyond 12 months of re-assessment/ re-evaluation date, prepare a proposed cost adjustment for the claim amount using Schedule P.
- l. Obtain the MSP agency's attendance records and verify the student was identified as being in attendance on the day the service was provided. If the student was not in school on the service date, prepare a proposed cost adjustment for the claim amount using Schedule P.
- m. Verify a parental consent form is on file for the student identified on the paid claim is effective the day the service was provided. If a parental consent form was could not obtained or was not effective the day the service was provided, prepare a proposed cost adjustment for the claim amount using Schedule P.

### FIXED ASSETS

1. Obtain from the MSP agency a fixed asset schedule that identifies the total MSP fixed assets. The asset schedule must include opening and ending balances, additions, deletions/retirements, useful lives, salvage value, accumulated depreciation, and current year depreciation expense. Using the information obtained, perform the following:

Reconcile total depreciation expense included on the schedule to the amount identified on cost report Exhibit 5 A and 5D, under column the "Direct Medical Equipment" section and "Other Transportation Section" respectively.

Notwithstanding variances due to rounding, if depreciation expense reflected on the schedules are less than the amount identified on Exhibit 5A and 5D, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C. Document any explanation provided by management for the variance and include in the agreed upon procedures report.

2. **Additions:** Select 40% or 20 additions, whichever is less, from the fixed asset schedule obtained in step 1. On a work paper document the following for each addition:

- Description or type of fixed asset
- Serial number or agency identification number, if applicable,
- Acquisition date,
- Invoice amount,
- Payment disbursement date,
- Disbursement amount,
- Useful life,
- Depreciation expense for the cost report period,
- Location of the asset,
- Donated value, if applicable.

Using the items selected in conjunction with step 2, verify the following:

- a. Verify the fixed asset value is accurate by tracing the amount listed on the schedule to the invoice and to the canceled check or bank statement. If the fixed asset was donated trace the value identified on the schedule to the MSP agency's estimated value or donor's book value.

If the amount on the invoice or cancelled check is less than that reflected on the schedule, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

If the MSP agency is unable to provide an invoice (or other evidence of cost) and proof of a cash disbursement (e.g., canceled check, bank statement), prepare a proposed cost adjustment to remove the amount of depreciation included on the cost report. The proposed cost adjustment should be documented using Schedule C.

- b. Verify the assigned useful life of the fixed asset is at least equal to the useful life identified in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2004 Edition.

If the assigned useful life of the fixed asset is less than the useful live identified in the AHA's "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2004 Edition, recalculate the depreciation amount using the useful life identified in the AHA guide. Prepare a proposed cost adjustment using Schedule C to remove the variance from the cost report.

- c. Verify the MSP agency used at least a 10% value in calculating the depreciable value of the fixed asset.

If the salvage value used in calculating the depreciable value is less than 10%, recalculate the depreciation amount, using 10% as the salvage value, and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

- d. Verify the MSP agency used the straight line method in calculating depreciation.

If the MSP agency used a method for calculating depreciation expense other than straight line, recalculate the depreciation amount and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

- e. In the year of acquisition, verify the MSP agency used one of methods identified within CMS Publication 15-1, section 118 for determining the period in which depreciation expense is initiated (e.g., time lag or actual).

If the MSP agency used a method other than one identified within CMS Publication 15-1, section 118, recalculate the depreciation expense using the actual time



methodology and prepare a proposed cost adjustment to identify the variance. Proposed cost adjustment amounts should be documented using Schedule C.

- f. Verify the payment for the fixed asset was disbursed during the cost reporting period.

If payment for the fixed asset was disbursed outside the cost reporting period, prepare a proposed cost adjustment to remove the amount of depreciation included on the cost report. Proposed cost adjustment amounts should be documented using Schedule C.

- g. Verify the existence of the fixed asset by tracing the item to its physical location and confirming the asset is correctly identified on the fixed asset schedule by comparing the serial number, asset identification number and description.

If the fixed asset cannot be located, prepare a cost adjustment for the amount of depreciation included in the cost report using Schedule C.

- h. In conjunction with the agreed upon procedures related to disbursements, verify that neither the depreciation expense nor the entire cost of the fixed asset was included within other cost report exhibits.

If the cost of the fixed asset or the depreciation expense is included on another cost report exhibit, prepare a proposed cost adjustment to remove the amount from the corresponding exhibit(s) using Schedule C.

- i. Verify the fixed asset purchased was medically necessary by having the MSP agency identify the student or students for which the asset was purchased. Obtain the student's case file and verify the fixed asset is identified within the student's IEP. (Note: If the fixed asset was purchased for use by multiple students, it is only necessary to select one of the student's IEP.)

If the fixed asset is not identified within a student's IEP as being medically necessary, prepare a proposed cost adjustment to remove the depreciation amount from the cost report using Schedule C.

3. **Deletions/Retirements (e.g., fixed assets no longer in use by the MSP agency):** Obtain from the MSP agency a listing of fixed asset retirements or deletions and select 5 or 30% of the items, whichever is less. On a work paper document the following for each deletion:

- Description or type of fixed asset
- Serial number,
- Agency Identification, if applicable,
- Deletion/Salvage date,
- Useful life,
- Depreciation expense for the cost report period,

- Fixed asset's sales proceeds, if sold

Using the items selected, verify the depreciation included in the cost report is accurate by performing the following:

- a. Verify the fixed asset has been removed from the depreciation schedule.
- b. Verify the fixed asset was retired from operations during the cost reporting period.
- c. Confirm whether the fixed asset was salvaged or sold. If the item was sold, verify whether the proceeds from the sale were used to reduce the depreciation amount claimed on the cost report.
- d. Confirm that if the fixed asset was traded-in, the value of the fixed asset was used to offset the cost of the replacement item.
- e. Verify the depreciation amount included on the cost report does not exceed the difference between the acquisition costs and accumulated depreciation amount.

Notwithstanding variances due to rounding, if depreciation expense related to salvaged fixed assets is not accurately reflected on Exhibit 6B, recalculate the actual amount and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

4. **Other Fixed Assets:** Select 5 or 30% of the other assets identified on the fixed asset schedule, whichever is less and verify the following:
  - a. The assigned useful life and dollar value used in calculating current year depreciation are consistent with prior years.  
If the assigned useful life or dollar value is different from the prior year, recalculate the depreciation amount using the prior year information and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.
  - b. Verify the MSP agency used the straight line method in calculating depreciation.  
  
If the MSP agency used a method for calculating depreciation expense other than straight line, recalculate the depreciation amount using a straight line depreciation methodology and prepare a proposed cost adjustment to remove the variance from the cost report. Proposed cost adjustment amount should be documented using Schedule C.
  - c. In conjunction with the agreed-upon procedures related to disbursements, verify that neither the depreciation expense nor the entire cost of the fixed asset was included within other cost report exhibits.

If the cost of the fixed asset or the depreciation expense is included on another cost report exhibit, prepare a proposed cost adjustment to remove the amount from the other exhibit(s) using Schedule C.

- d. Trace the fixed asset to its physical location to assure the asset exists.

If the fixed asset cannot be located, prepare a cost adjustment to remove the amount of depreciation included in the cost report using Schedule C.

5. Verify the depreciation expense identified on Exhibit 6B of the cost report is allowable under the provisions of the cost report instructions and CMS Publication 15-1, Chapter 1, 2 CFR 200, as applicable.

If the cost is not allowable under the cited provisions, prepare a proposed cost adjustment to remove the entire cost from the cost report. The amount, item description, and basis for the proposed cost adjustment should be identified on adjustment Schedule C.

## STATISTICS

### **Random Moment Time Study (RMTS):**

1. Obtain from the MSP agency, a schedule/report that identifies employees who completed a RMTS during the cost report period. The listing must identify, the employee, the cost pool under which the employee is classified (e.g., 1, 2, or 3), and the activity being performed at the time of the RMTS. (Note: If the school had no employees that completed a RMTS, no additional steps within the RMTS section need to be performed).
2. Using the schedule/report obtained in step 1, select 10% or 15 individual employees who completed an RMTS during the cost reporting period. Assure the selection includes a minimum of 50% of the employees identified under cost pool 1, 30% from cost pool 2, and 20% from cost pool 3. Prepare a work paper that includes the following information:

Name of employee,  
Employee position or job title,  
Date/time of all RMTS moments completed by employee  
Employee activity as identified on the RMTS,  
Cost Pool under which the employee is classified (e.g., 1, 2 or 3),  
Student identification number, if applicable,  
Effective dates of student's IEP, if applicable,  
Frequency of services (e.g., daily, weekly, monthly, etc.), as identified on the IEP.

3. Using the selections made in step 2, perform the following:
  - a. For employees who indicated they were performing a medical service, obtain the case file of the student receiving the service and verify the following:
    - The service was identified in the student's Individual Education Program (IEP).
    - The service was delivered during the effective dates of the IEP.
    - There is evidence in the student's case file; the service was delivered on the same date and time as the completed RMTS.
    - Verify the service, as identified within the student's IEP, was approved by the appropriate certified profession as required by OAC Section 5160-35-05(C)(2).

If the above attributes are not met, report any variance within the agreed upon procedures report. The variance should identify the employee name, cost pool, date of RMTS, and description of the variance.

- b. For employees who indicated they were performing a Medicaid administrative activity, obtain documentation from the employee that is contemporaneous to the completion of the RMTS. Documentation is defined as any notes, written descriptions, completed forms, ledgers, books, records or any other supporting documentation. Based on the documentation provided, verify the activity identified on the RMTS coincides with the documentation provided.

If the documentation does not correlate to the activity identified on the RMTS, report any variance within the agreed upon procedures report. The variance should identify the employee name, cost pool, date of RMTS, and description of the variance.

**IEP Student Utilization Ratios:**

1. Obtain from the Billing Agent a schedule that identifies the total number of students who have an IEP.
2. Verify the mathematical accuracy of the list by summing the number of students on the list and reconciling it to the total identified on Exhibit 3 of the cost report, under the "Total IEP Students" category.

If the number of students identified on the list does not agree to the cost report amount, prepare an adjustment and identify the variance on Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the students identified on the agency's list agrees to the total number of students identified on Exhibit 3 under "Total IEP Students."

3. Compare the amounts identified on the Exhibit 3 under the categories of "Total Medicaid IEP Students" and "Total Healthy Start IEP Students" to information obtained from the Ohio Department of Education (ODE).

If the number of students identified on by the ODE differs from the cost report figures, prepare an adjustment and identify the variance on the Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the number of students identified by the ODE agrees to the number of students identified on Exhibit 3 under "Total Medicaid IEP Students" and "Total Healthy Start IEP Students."

If the student selected did not have an IEP in effect at any time during the school year, using Schedule S, prepare a proposed adjustment to reduce the number of students identified under the category of "Total IEP Students."

**Administrative Claiming Allocation Statistics:**

Compare the amounts identified on Exhibit 3 under “Total Medicaid Students” and “Total All Students” to information obtained from the Ohio Department of Education. If the number of students identified by on the ODE differs from the cost report figures, prepare an adjustment and identify the variance on the Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the number of students identified by the ODE corresponds to the number of students identified on Exhibit 3 under the “Total Medicaid Students” and “Total All Students” categories.

**Transportation Statistics:**

1. Confirm the special education transportation rate agrees to the rate calculated and distributed by ODE to the provider. If a variance exists, document and communicate the variance and prepare a finding to adjust the special education rate to match the ODE rate.
2. Determine and record the total Medicaid paid claims for allowable transportation service trips during the cost report period. Based on ODE T1/T2 report data, confirm paid claims for allowable trips agree with number of paid claims for allowable trips reported in the cost report. If a variance exists, report and prepare an adjustment.
3. Randomly select the lesser of 10% or 40 paid claims for testing. Document selection of 10% or 40 claims.

For the claims selected above, confirm eligibility to receive transportation for the following components:

- a. Special Education (IEP–eligible) Student, and
  - b. Valid IEP exists and authorizes transportation, and
  - c. Valid associated service is authorized in the IEP and was delivered on the date transportation was provided.
4. Summarize results of steps performed for transportation statics including notifying management of any variances.

## PROCUREMENT

1. If not specifically identified on Exhibits 5A, 5B and 5D, obtain from the MSP agency a schedule or listing that identifies all procurements of goods or services by vendor, total procurement/contract amount, and the total disbursements by vendor for the cost reporting period.

If a schedule is used, reconcile the total disbursements identified on the schedule to the total amounts identified on Exhibits 5A, 5B and 5D by cost category, under column "Expenditure Amount."

Notwithstanding variances due to rounding, if contract expenditures reflected on the schedule or listing are less than the amounts identified on Exhibits 5A, 5B and 5D, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C. In addition, document any explanation provided by management for the variance and include in the agreed-upon procedures report.

2. Inquire from the MSP coordinator whether any of the procurement agreements are based on either a contingency or flat fee arrangement.

For the purposes of this section, the following definitions apply:

Contingency arrangement is defined as a procurement or contractual agreement in which payment to the vendor is not related to the actual cost of the service or actual cost of service plus a fee. Instead, payments to the vendor are based on a percentage, or other basis to the amount billed or collected. Examples include, billing agents whose fees are based on a percentage (e.g., 10%) of the total amount of Medicaid dollars billed or collected rather than a basis such as the cost per transaction or cost by identified or stipulated service.

Flat fee arrangement is defined as a procurement or contractual agreement in which the payment to the vendor is not related to the actual cost of the service or cost of service plus a fee. Instead, payments to the vendor are paid on a gross or lump sum amount regardless of the number of items processed or clients served. Examples include medical practitioners who are paid a lump sum amount (e.g., \$5,000 per month or \$60,000 per annum) without regard to the actual number of patients seen.

For all contracts or procurement agreements in which payment was based on a contingency or flat fee arrangement identify the total amounts paid to the vendor during the cost reporting period and prepare a proposed cost adjustment for the entire amount. The proposed cost adjustment should be documented on Schedule C.

3. Inquire from the MSP coordinator, the MSP agency's threshold for formal procurement of goods or services (e.g., competitive bidding, sealed bids).

4. Identify the total number of procurements that exceed the lesser of the simplified acquisition threshold of \$150,000, as described in Appendix II(A) to Part 75 – Contract Provisions for Non-Federal Entities Contracts Under Federal Awards, or the MSP agency’s formal procurement threshold by vendor. For procurements that do not meet the above threshold, perform the non-payroll disbursement procedures.
5. Using the procurements identified in step 4, make a selection of 5 procurements or 50% of the total number of procurements, whichever is less. The selection must include any contracts with a billing agent or procurements pertaining to the provision of medical services.
6. Obtain the contract files for each procurement selected and verify the following as they pertain to the vendor/contractor:

- a. The contract file includes documentation of the significant history of the procurement, including the rationale for the method of procurement (e.g., lowest bid), contractor(s) selected and those rejected, and the basis of contract price as required by 45 CFR 75.327(i).

If the lowest bid was not selected, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- b. The procurements provided for full and open competition as described in 45 CFR 75.328(a).

If the procurement was not awarded through full and open competition, verify whether the MSP agency designated the vendor to be a sole source contractor and/or, verify the vendor has been organized to provide common goods and services to other like governments, i.e. schools, to foster greater economies and efficiencies for the like governments through intergovernmental agreements as permitted in 45 CFR 75.327(e).

If the procurement with the vendor wasn’t awarded through full and open competition or, the vendor wasn’t organized to provide shared services through intergovernmental agreement, e.g. Educational Service Centers, then perform steps (c) through (g) below.

If the procurement with the vendor was awarded through full and open competition or, the vendor was organized to provide shared services through an intergovernmental agreement then perform steps (e) through (g) below.

- c. In cases where competition was limited, verify that documentation exists to support the rationale to limit competition as described 45 CFR 75.329(f).

If required documentation does not exist, a proposed cost adjustment for all contract payments using Schedule C.



- d. Contract files exist and an appropriate cost or price analysis was performed in connection with procurement actions, including contract modifications and that this analysis supports the procurement action as described by 45CFR 75.332(a).

If cost or price analysis documentation does not exist, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- e. The contract includes a requirement that the vendor is to comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.

If the contract does not include a statement requiring the contractor to comply with 45 CFR 164.504(e) (1), obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- f. The contract includes a clause that allows the representatives of the U.S. Department of Human Services, ODJFS, ODE or their respective designee access to the subcontractor's books, documents and records.

If the contract does not include a clause allowing access to the subcontractor's records, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- g. The contract file includes an acknowledgement from the contracted party that they or their principles are not suspended or debarred.

If the contract does not include a clause indicating the contractor or vendor is not suspended or debarred, obtain a written explanation from management as to why and include their response and name of the contractor in the agreed-upon procedures report.

- 7. For procurements, excluding those awarded through shared service agreements, that relate to the provision of medical services, verify the contract includes the following:
  - a. "Service providers are qualified practitioners as required within OAC 5160-35-05."
  - b. Procedures for assessment or reassessment of the covered population, if they are to be performed by the contractor.
  - c. Services to be provided by contracted therapists are service types identified within OAC section 5160-35-05 or 5160-35-06 as being allowable to MSP.

- d. Vendor invoices are required to provide a listing of students served for the period billed on the related invoice.
- e. Cost to be charged per service and basis for charge (i.e., student, service, time per delivery of service, etc.)

If the procurement of medical services is not supported by a written contract that includes the required items from above (a. – d e) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

8. For procurements awarded through shared service agreements, that relate to the provision of medical services, verify the contract includes the following:
- a. Service providers are qualified practitioners as required within OAC 5160-35-05.
  - b. Services to be provided by contracted practitioners are service types identified within OAC section 5160-35-05 or 5160-35-06 as being allowable to MSP.
  - c. The estimated amount the MSP agency has agreed to pay the vendor for the contracted services.
  - d. The contract is signed by the MSP agency and the vendor.

If the procurement of medical services is not supported by a written contract that includes the required items from above (a. – d) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

9. For procurements that relate to the provision of billing services verify the contract includes the following:
- a. The specific services to be provided, including any activities related to third party liability.
  - b. The cost per service and basis for the cost (e.g., transactional).

If the procurement of billing services is not supported by a written contract that includes the required items from above (a. and b.) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

10. Verify the total payments disbursed to the vendor during the cost reporting period did not exceed the total amount authorized by the contract.

If the total amount paid to the vendor exceeds the amount established by the contract prepare a proposed cost adjustment to remove the total amount of payments. The proposed cost adjustment should be documented on Schedule C.

11. Using the schedule or listing obtained in step 10, select 3 individual disbursements, check, EFT, or deduction, paid under each contract or 20% of the total disbursements for each contract, whichever is less and prepare a work paper with the following information:

- Vendor/contractor name
- Description of the service(s) to be provided under the terms and conditions of the contract
- The cost of the service(s) to be provided under the terms and conditions of the contract
- Check/EFT amount
- Payment disbursement date, check date, or deduction date
- Invoice amount

12. Using the transactions selected in step 11, verify the following:

- a. The invoice amount agrees to the disbursement amount (check, EFT, or deduction). If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged for the disbursement reviewed to the contract.

If the amount of the check, EFT, or deduction is in excess of the invoice amount, prepare a proposed cost adjustment to remove the variance from the cost report. For disbursements related to shared services, as described above, if the amount of the disbursement is in excess of the expected amount based on the terms of the contract and the excess cannot be explained by the MSP agency, prepare a proposed cost adjustment to remove the variance from the cost report.

If the MSP agency is unable to provide an invoice or billing statement or proof of a cash disbursement (e.g., check, EFT, or deduction), prepare a proposed cost adjustment to remove the amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

- b. The payment disbursement date is in the cost reporting period.

If the cost was disbursed outside the cost reporting period, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

- c. The services identified on the invoice or billing statement correspond to the terms of the contract and disbursement amount (e.g. units and types of service identified

on the invoice multiplied by the contractual rate(s) equals the disbursement amount). If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged, for the disbursement reviewed, to the contract.

If the disbursement amount does not correspond to the number and types of services or the payment amount(s) identified within the contract, prepare a proposed cost adjustment to remove the expenditure amounts included on the cost report. For disbursements related to shared services, as described above, if the amount of the disbursement is in excess of the expected amount based on the terms of the contract and the excess cannot be explained by the MSP agency, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C.

- d. For payments involving the delivery of medical services determine the service identified on the invoice or billing statement is allowable under the general service types outlined within OAC 5160-35-05 and 5160-35-06 (e.g., mental health services, nursing, etc.). If the disbursement amount is related to shared services, review the contract to determine if it includes general service types outlined within OAC 5160-35-05 and 5160-35-06

If the service is not allowable as described on the detailed invoice or within the shared services contract, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

13. Using the payments selected in conjunction with step 11, select 10 students or 10% of the total number of students from the invoices related to medical services, whichever is less. If the payment selected is related to shared services, i.e. Educational Service Center, and student listings are not provided, obtain a listing of students served from the MSP coordinator and select 10 students or 10% of the total number of students from the listing related to medical services, whichever is less. For each student selected, obtain from the MSP agency the students' IEP which includes a plan of care. Using the information, verify the service(s) provided to the students is reflected in the student's plan of care as required by OAC 5160-35-05(F)(3).

If the service included within the invoice is not identified with the student's plan of care, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

### **NON-PAYROLL DISBURSEMENTS**

1. Obtain from the MSP coordinator a schedule of expenditures by the following cost categories as identified on Exhibit 5A, 5B and 5D:

- Purchased Services
- Direct Medical Supplies, Material and Other Costs
- Other Transportation Costs

The schedule should identify by cost category, expenditures by vendor, invoice, disbursement date, disbursement amount, and description of item. (Note: a schedule is not necessary if the detailed information can be identified on the face of the exhibit).

If a schedule is used, verify the total amounts are accurate by footing the individual transactions by cost category and reconciling the total amounts to Exhibit 5A, 5B and 5D, column "Expenditure Amount."

Notwithstanding variances due to rounding, if expenditures reflected on the schedule are less than the amounts identified on Exhibit 5A, 5B and 5D by cost category, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C.

2. From the schedule or from Exhibit 5A, 5B and 5D, select 15 expenditures or 20% of the total transactions identified, whichever is less. Assure the selection includes a minimum of 5 expenditure transactions/invoices for each of the cost categories and excludes purchase amounts in excess of the simplified acquisition threshold, \$150,000, or the agency's threshold for formal procurement of goods or services. On a work paper document the following for each item selected, as applicable.

- Description of the item
- Expenditure purpose
- Vendor name/payee
- Check/EFT amount/Deduction Amount
- Check/EFT/Deduction date
- Payment disbursement date, if different than check/EFT/Deduction date
- Invoice amount
- Cost Category
- Account Name/Account Number from USAS

3. Using items selected in step 2, verify the following:

- a. Amounts are reported in accordance with the cost report instructions (i.e., appropriate exhibit, column and line item).

If amounts are not reported in accordance with the cost report instructions, prepare a proposed cost adjustment using Schedule C to reclassify the cost to the proper exhibit, column and line item.

- b. Goods or services purchased are allowable under the requirements of 2 CFR 200 Subpart E and/or OAC 5160-35-05 and 5160-35-06.

If the goods or services purchased are unallowable under the provisions of 2 CFR 200 and/or OAC 5160-35-05 and 5160-35-06, prepare a proposed cost adjustment using Schedule C to remove the total amount included on the cost report.

- c. Check, EFT or deduction amount reflected on the cost report agrees to the invoice amount. If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged for the disbursement reviewed to the contract.

If the amount of the disbursement is in excess of the invoice amount or expected amount based on terms of the contract and the excess cannot be explained by the MSP agency, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

If the MSP agency is unable to provide an invoice and proof of a cash disbursement (e.g., check, EFT, or deduction), prepare a proposed cost adjustment using Schedule C to remove the total amount included on the cost report.

- d. Payment disbursement date is within the cost reporting period.

If the disbursement date was outside the cost reporting period, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report using Schedule C.

- e. The agency obtained the lowest price for the goods or services purchased by obtaining price or rate quotes from an adequate number of vendors, but not less than 2 sources as prescribed by small purchase procedures described in 45 CFR 75.329(b). (Note: price or rate quotes may be documented through catalog or internet price lists, verbal quotes or other sources that identify item prices at the time of the purchase).

If the agency did not obtain price or rate quotes, as prescribed above, determine if the procurement is consistent with methods identified in:

- 45 CFR 75.329(a) - \$3,000 micro-purchase limit
- 45 CFR 75.329(f) – non-competitive proposals
- 45 CFR 75.327(e) – shared service agreements

If the cost of a good or service was obtained through procedures described in 45 CFR 75.329(b), price quotes were obtained, and the selected provider was not the lowest of the rate or price quotes obtained by the agency, document the explanation provided by management and include in the agreed-upon procedures report. In addition, the agreed-upon procedures report must also identify the total price difference between the amount included in the cost report and the lowest quote.

If the agency did not document the method of procurement, include the total cost of the good or service and any explanation from management in the agreed upon procedures report.

- f. The good or service purchased was medically necessary by obtaining, from the MSP coordinator, the student or students for which the item was purchased. Obtain the student's case file and verify the item was identified within the student's IEP. (Note: If the item was purchased for use by multiple students, it is only necessary to select one of the student's IEP.)

If the item is not identified within a student's IEP as being medically necessary, prepare a proposed cost adjustment using Schedule C to remove the expenditure amount from the cost report and corresponding section.

- g. Procurements for equipment or fixed assets were less than the agency's capitalization threshold.

If the cost of equipment is equal to or in excess of the capitalization threshold, verify whether the item has a useful life of a least 1 year using the AHA's "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2004 Edition. If the item has useful life of 1 year or more calculate the depreciation amount using the useful life identified in the AHA guide, cost of the item, time of service, and by using an estimated salvage value of 10%. Prepare a proposed cost adjustment using Schedule C to remove the total cost from the "Direct Medical Supplies, Materials & Other Cost" category and prepare a cost adjustment for the amount of calculated depreciation. The proposed cost adjustment for depreciation should be identified on Schedule C and result in an increase to the "Direct Medical Equipment (in excess of Capital Threshold)" category.



# Customer Quotation

**Prepared For:**  
 MYERS EQUIPMENT CORPORATION  
 8860 AKRON CANFIELD ROAD  
 CANFIELD, OH 44406

**Prepared By :**  
 Myers Equipment Corporation  
 8860 Akron Canfield Rd  
 Canfield OH 44406  
 330-533-5556

**Quote Number:**  
 332324

**Quote Date:**  
 10/2/2017

**Customer Order No:**  
 STOCK UNIT

## Model Profile: Saf-T-Liner C2 311TS

**Product Type:** School Transportation  
**Year:** 2019  
**Chassis Model:** B2 106  
**Chassis MFG:** FLNER  
**GVWR:** GVWR  
**Passenger Capacity:** 72  
**Headroom:** 78  
**Wheelbase:** 259  
**Brake Type:** AIR  
**Engine Type:** CUMMINS ISB220 DIESEL, 6 Cyl, 220 HP, 2600 RPM  
**Fuel Type:** DIESEL  
**Fuel Tank Capacity:** 100  
**Transmission Type:** Allison 2500PTS  
**Axle, Front:** 12000-lb Capacity  
**Axle, Rear:** 21000-lb Capacity  
**Tires, Front:** RADIAL FRONT TIRE, MICHELIN XZE2,11R22.5 14 PLY  
**Tires, Rear:** RADIAL REAR TIRE, MICHELIN XZE2,11R22.5 14 PLY  
**Suspension Front:** 10,000 LB. TAPERLEAF FRONT SUSPENSION  
**Suspension Rear :** AIRLINER 21,000 LB. REAR SUSPENSION

### Includes the Following Equipment:

#### EQUIPMENT

- 1 Gatorhyde front bumper
- 1 Lettering
- 1 Reflector kit w/ 6 fusees
- 

Meets all FMVSS requirements in effect at the time of manufacture.

17D86-90, Air disc brakes \$ 84,145.00  
 Delivery Cost: **INCLUDED**

**Additional options you may want to consider:**

247- 4 camera system	\$ 2,555.00
Seat Numbers	\$ 40.00
Aftermarket fiberglass luggage compartment	\$ 1,920.00

Trade: 1998 IC Thomas (\$ 2,200.00)

**Terms and Conditions:** Net due on delivery of title and bus.  
**Quote Expires:** Stock units- subject to prior sale.

*AttachedDetail*



**Equipment - Body:**

- 1 [A201400001] 2014 SEATING ALERT
- 1 [B610000095] BELT-ELR SHOULDER/PUSH BUTTON LAP
- 1 [B620000077] BARRIER STORAGE POUCH, LEFT SIDE BEHIND DRIVER
- 1 [B640139200] 39<w:br/> BARR-VERT,WALL MT 45<w:br/>H RS 2009
- 1 [B640239000] 39<w:br/>8DEG BARR-REV. WALL-MT 45<w:br/>H 2009
- 2 [B660005121] PROFORM EDO GREEN UPHOLSTERY-45<w:br/>HIGH RECESSED BARRIER
- 1 [D100200002] LOGO-FRT RS & RR
- 1 [D100300002] LOGO-THOMAS DECALS BLACK
- 1 [D100400015] DECAL-RR DR STOP (OH)
- 1 [D100600002] LABEL-P/O WDO EMER EXIT 2<w:br/> BLACK
- 1 [D101502001] LABEL-ENGLISH AG2.AIR.ENT DR
- 1 [D102100003] REFLECTIVE TAPE-REAR ABOVE BUMPER 7 X 14 WHITE
- 1 [D102200002] REFLECTTAPE-RR END YEL 2<w:br/>
- 4 [D102500000] REFLECTTAPE-P/O WDO YEL
- 1 [D102901000] REFLECTIVE TAPE-EMERGENCY DOOR REAR YELLOW
- 1 [D103302002] REFLECTTAPE-@ ROOF HATCH WHT (2)
- 1 [D103400311] REFLECTTAPE-SIDE 2<w:br/> @ FLR YEL
- 1 [D103900000] FIRE EXTINGUISHER-5 3A-40BC
- 1 [D105400001] FAN-CIRC MID W/S HDR BLACK
- 1 [D105500001] ELEC-FAN MID W/S HDR
- 1 [D105600000] FAN-CIRC DRV'S WDO HDR BLACK
- 1 [D105700000] ELECTRICAL-FAN DRIVER'S WINDOW HEADER
- 1 [D106500000] VISOR-WINDSHIELD SUN 6<w:br/>X30<w:br/> TINTED
- 1 [D106600003] HORN-SPEAKER LS COWL LEG
- 1 [D106902000] RADIO-AM/FM DEA510 W/PAGE
- 1 [D107000000] REFLECTORS-AMBER(2) MID BDY 3<w:br/>
- 1 [D107100000] REFLECTORS-RED (4) RR/RR SI 3<w:br/>
- 1 [D107311002] HATCH-RF ESC SPECIALTY PROLO ENG(2)
- 1 [D107700003] ELECTRICAL-ROOF ESCAPE HATCH POS 3
- 1 [D108200008] ELECTRICAL-ROOF ESCAPE HATCH POSITION 8
- 1 [D108700000] HANDLES-W/S SERVICE, PAINTED
- 1 [D108800002] FLAPS-MUD, REAR 22.5<w:br/>W
- 1 [D108900001] FLAPS-MUD, FRONT 16<w:br/>W X 12<w:br/>H
- 1 [D109300000] ARM ASSEMBLY-WINDSHIELD WIPER (2)
- 1 [D1100240HO] KIT,FIRST AID 24 UNIT OHIO
- 1 [D1101010HO] KIT,BODY FLUID CLEAN UP OHIO
- 1 [D110200000] ELECTRICAL-ROOF HATCH OR P/O WINDOW (DASH)
- 1 [D110500000] STEPS-EXT W/S SERVICE
- 1 [D110800000] OPER-FAN W/S HDR
- 1 [D110900000] OPER-FAN DRV'S WDO HDR
- 1 [D111000000] OPER-ALARM BACKING W/REV.
- 1 [D111400000] OPER-SPEAKER INT/EXT
- 1 [D113200000] OPER-RF HATCH BUZZER
- 1 [D115000003] OPER-AUTOMATIC FAST IDLE
- 1 [D115900001] LOC-O/H STOR LS 10 UNIT B.F.C
- 1 [D116000002] LOCATION-OVERHEAD STORAGE RIGHT SIDE 5LB. FIRE EXTINGUISHER
- 1 [D119200003] LOCATION-OVERHEAD STORAGE CENTER 24 F.A.K.
- 1 [D123000002] DOOR-STORAGE BOX W/O GLASS
- 1 [D123800000] ANTENNA - RADIO SWIVEL BASE
- 1 [D124000000] ELEC-ANTENNA RADIO COAXIAL
- 1 [D124100000] KIT-RADIO ANTENNA MOUNTING @ DRIVER'S HEADER
- 1 [D124201001] MOTOR-XING ARM AIR,SPECIALTY
- 1 [D124400000] DECAL-HANDGUN NOT ALLOWED OH. SPEC.
- 1 [D125200000] MANUAL-DRVR'S/MAINT.ENGLISH
- 1 [D126200000] LETTER - OVERHEAD STORAGE BOX <w:br/>SAFETY EQUIP<w:br/>
- 1 [D127400000] DECAL-BACKING ALARM
- 1 [D130200000] DECAL-LOW SULFUR FUEL
- 1 [D130301000] BRACKET-XING ARM STOWAGE 1/4<w:br/> BUMP
- 1 [D130704000] ELEC-ZONAR STANDARD MONITORING
- 1 [D131100001] LOCKS-KEYED ALIKE #CH545
- 1 [D132200000] LABEL-RR DR EMERGENCY DOOR DO NOT BLOCK
- 1 [D132600000] DECAL-ENTRANCE DOOR VANDALOCK ENGLISH
- 1 [D133300005] TRIM-LOWER REAR HEATER NO A/C
- 1 [D133600000] METHOD-FASTENER SCREWS
- 1 [D133800001] KIT-ANTENNA GPS
- 1 [D134200000] LABEL-RR EMERGENCY DOOR INSTRUCTION
- 1 [D134600000] LABEL-<w:br/>DEF ONLY<w:br/>
- 1 [D134901000] LABEL-REGENERATION WARNING 2010/2013 EPA ENGLISH

1 [D139800000] PLATE-<w:br/>HOT SURFACE<w:br/> STEPWELL HEATER  
1 [D200100000] TRIM-A POST  
1 [D200200002] FENDER-QUARTER 24<w:br/> BATTERY BOX DOOR  
1 [D200301004] STEP-RS ALUM.ENT.DR W/HTR 8.75<w:br/>RISER  
1 [D200600000] BODY ADJUSTMENT-FREIGHTLINER, BTR RS FUEL FILL LOCATION  
1 [D200700000] WHEELHOUSES-REAR L&R  
1 [D200800311] STRINGER-ROOF 311T  
1 [D201000000] FRONT END FRAME  
1 [D201100000] FRT END FRAME MTG KIT  
1 [D201200000] REAR END FRAME-28.68<w:br/>DEEP  
1 [D201300311] FLOOR-GALVALUME STEEL MID BODY  
1 [D201400704] LOC-40<w:br/> RAF SP 10TH 311T  
1 [D201600000] APPLICATION - SCHOOL  
1 [D201900003] REINFORCEMENT-FRAME STD 24<w:br/> BATTERY BOX DOOR  
1 [D202600000] CAP-ENTRANCE DOOR STANDARD  
1 [D202800001] FLOOR-NON ADA  
1 [D300100001] HANDLE-INT RR DR BLACK  
1 [D300300000] HANDLE-EXTERIOR REAR DOOR WITH RECESS  
1 [D300601000] DOOR-ACC WITH WINDOW  
1 [D300800000] LATCH-DOOR INTERIOR STORAGE OVER WINDSHIELD  
1 [D301100001] ELEC-PWR CELL PHONE OUTLET LS  
1 [D301400000] TRIM-REAR DOOR  
1 [D302000000] VANDALOCK-REAR DOOR W/BOLT  
1 [D302305006] DOOR-ENT AG2 TINT LAM LOCK  
1 [D302404000] POWER SYSTEM-AG2 AIR ENTRANCE DOOR  
1 [D302503000] ELEC-AG2 AIR OPERATED ENTRANCE DOOR  
1 [D302800000] HINGES-REAR DOOR PIN TYPE  
1 [D302900000] LATCH-SINGLE-POINT, REAR EMERGENCY DOOR  
1 [D303000000] STOP-DOOR REAR EMERGENCY, 1-POS  
1 [D303104002] OPER-DOOR AIR ENT.W/ BAT.2 POS.  
1 [D303200000] OPERATION-VANDLOCK ENTRANCE/EMERGENCY DOOR(S)  
1 [D303911000] VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY  
1 [D304000002] PULL-ENTRANCE DOOR, EXTERNAL ALUMINUM  
1 [D306400000] OPER-DR.RR.EMG.W/BUZ  
1 [D306500700] ELEC-EMERGENCY/EXIT DOOR(S)  
1 [D307700000] INT COLOR -RR DOOR GRAY  
1 [D308605001] SWITCH-PAD. ENTRANCE DOOR AIR  
1 [D309001001] LATCH-DR INT STOR OVR DRVRSHDR  
1 [D309200000] DOOR, REAR EMERGENCY  
1 [D310501000] THRESHOLD REAR EMERGENCY DOOR  
1 [D311900000] TRIM-ENTRANCE DOOR INTERIOR  
1 [D400200000] MONITOR-LAMPS WARNING/STOP/TAIL/TURN  
1 [D400300000] OPERATION-MONITOR WARNING/STOP/TAIL/TURN  
1 [D400400000] LAMPS-DOME OVER DRIVER  
1 [D400600000] ELEC-DRIVER'S DOME LPS  
1 [D400700311] LPS-DOME PASS MIN (6) 311T  
1 [D400800311] ELEC-PASS DOME LPS MIN (6)  
1 [D400900001] SWITCH-RKR DOME LPS ALL  
1 [D401000001] MODULE-PWR.DIST.ELEC.SYS.  
1 [D402400001] OPER-STPWLL LPSW/PARKLPS&ENT DR.  
1 [D402500000] LAMPS-STEPWELL WITHOUT HOOD (1)  
1 [D402800003] LPS-STOP/TAIL/DIR AMBER/REV  
1 [D402904311] ELEC-LPS STOP/TAIL/TURN/REV  
1 [D403700000] SWITCH-RKR FAN DEFROST L.S.  
1 [D404100001] BUZZER-SWITCH PANEL 1 TONE  
1 [D404300001] ELEC-PWR, GND, NETWORK, BUZZ  
1 [D404500000] OPERATION-NOISE SUPPRESSION  
1 [D404608311] ELECTRICAL-LAMPS WARNING,8 LAMPS 311T  
1 [D405401000] OPER-LPS,DOME SPECIAL ACT.BUZ.W/O VANDALOCK  
1 [D405700000] LAMPS- 4<w:br/> AUXILARY INCANDESCENT  
1 [D405800000] OPER-LPS BODY TAIL W/PARK SW.  
1 [D405900000] LAMPS-LICENSE PLATE ILLUMINATION  
1 [D406004000] LPS-SI DIR AMBER FRT. LED PIN  
1 [D406108311] ELEC-LPS SI FRT DIRECTIONAL ONLY  
1 [D406210008] LPS-WARNING HALOGEN (8)  
1 [D406601008] OPERATION-LAMPS WARNING (8) PACKAGE 8  
1 [D406900006] LPS-ID AMB/RED LED  
1 [D407004000] LPS-MKR ROOF FRT/RR LED PIN  
1 [D407104000] LPS-MKR ROOF MID LED PIN

1 [D407500311] ELEC-LPS ID/MKR PARK/SW.311T  
1 [D407600000] SWITCH-ROCKER DOME LAMPS DRIVER ON/OFF  
1 [D408300003] STROBE-CLR 4.9<w:br/>H 4' FROM REAR  
1 [D408400001] STROBE LAMP GUARD (1)  
1 [D408602311] ELECTRICAL-LAMPS STROBE 4' FROM REAR  
1 [D408900000] LAMPS-STOP/TAIL 4<w:br/> FLUSH MOUNT INCANDESCENT  
1 [D409000000] SWITCH-ROCKER FAN DEFROST WINDSHIELD  
1 [D409400001] SWITCH-ROCKER NOISE SUPPRESSION ON/OFF  
1 [D410300000] OPER-DRVR'S DOME LPS ON/OFF  
1 [D410600000] OPER-LPS SERVICE BRAKE  
1 [D410900005] OPERATION-SWITCH ID/MARKER LAMPS WITH PARK  
1 [D411000000] SWITCH-ROCKER STROBE LAMPS  
1 [D411400001] OPER-LPS DOME (1)ON/OFF  
1 [D411700000] OPER-LPS REVERSE  
1 [D411900003] ELEC-(3) SWITCH BANKS  
1 [D412000000] SWITCH-RKR SPEAKER INT/EXT.W/HORN  
1 [D412200000] LAMPS-PILOT WARNING LIGHTS RED  
1 [D412300000] LAMPS-PILOT WARNING LIGHTS AMBER  
1 [D412600001] SWITCH-ROCKER WARNING LAMPS OVERRIDE ON/OFF  
1 [D412800003] SWITCH-WARN LPS ON/AMB ACT. (BLK)  
1 [D413500000] LAMPS-PILOT WARNING LIGHTS MASTER GREEN  
1 [D413807000] OPERATION-LAMP STROBE, IGNITION & SWITCH ACTIVATED  
1 [D414500311] ELEC-HARNESS COMP ASM 311T  
1 [D414600000] ELEC-ELECTRONIC COMP ASM  
1 [D414700002] ELEC-CABLE PRIM PWR & GND-CUSTOMER ACCESS  
1 [D414900000] OPER-LPS DIR./HAZ.  
1 [D416100000] OPERATION-LAMPS SIDE DIRECT.OONLY  
1 [D416200000] ELEC-LPS,DOME SPECIAL ACT.BUZ.W/O VANDALOCK  
1 [D416400000] BLOCK-FUSE CUSTOMER ACCESS  
1 [D418600002] OPER-PRE-TRIP INSPECTION  
1 [D419601001] ELEC-SEAT BELT PILOT LAMP  
1 [D419700001] OPER-SEAT BELT PILOT LAMP  
1 [D419900000] LAYOUT-ROCKER SWITCH STANDARD  
1 [D421300001] GPS-ZONAR V3  
1 [D500003010] MIR-A OPEN-VIEW HTD STAINLESS STEEL BRACKET  
1 [D500100000] SWITCH-RKR MIRROR HTR.  
1 [D500200000] ELEC-MIR A HTD  
1 [D500301001] MIR-B EXT.CROSSVIEW HTD S.S.BRKT  
1 [D500601009] SIGN-STOP, AIR FRT #2970  
1 [D500800005] ELEC-AIR STOP SIGN FRT  
1 [D501001000] PWR SYS-STP SGN AIR FRTW/WKGT  
1 [D501400311] RAIL-EXTERIOR GUARD @ WINDOW,SEAT,FLOOR,SKIRT  
1 [D501500000] RAIL-EXT GRD @ SEAT FRT END LS  
1 [D502513000] PAINT-EXT HNDLE(S) BLACK  
1 [D502600000] BUMPER-REAR 2 BRACES NO EXHAUST HOLE  
1 [D502800000] TRIM-FRT CAP RS/LS  
1 [D502900004] SKT.FWD.STPWLL LO DEF  
1 [D503104001] DECAL-REFL FRT CAP <w:br/>SCHOOL BUS<w:br/>  
1 [D503204001] DECAL-REFL RR CAP <w:br/>SCHOOL BUS<w:br/>  
1 [D503302000] CAP-FRT ROOF VENT W/WARN.LPS.  
1 [D503402000] CAP-REAR ROOF W/WARN.LPS.  
1 [D503501000] PANELS-EXT RR W/4<w:br/>AUXLPS  
1 [D503600000] SHEET-DRIVERS EXTERIOR 20 GA.  
1 [D503702700] SHEET-UPPER SIDE EXTERIOR 16 GA.  
1 [D503902311] GUSSET-21<w:br/>H LWR SIDE SHEET  
1 [D504007311] SHEET-LWR, L MID 16G,21<w:br/>  
1 [D504107311] SHEET-LWR,L RR 16G,21<w:br/>  
1 [D504207311] SHEET-LWR,R MID 16G,21<w:br/>  
1 [D504307311] SHEET-LWR,R RR 16G,21<w:br/>  
1 [D504500003] DOOR-U/B L BATTERY 24<w:br/>  
1 [D504600000] OPER-MIRRORS EXT HTD.  
1 [D505302311] UNDERCOATING-UNDERGUARD  
1 [D505500001] DECAL-<w:br/>DIESEL<w:br/>  
1 [D505600000] DOOR-FUEL FILL ACCESS BTR  
1 [D505700021] FENDERETTE-STL 21<w:br/> SKIRT  
1 [D505800704] HEADERS-WINDOW INTERIOR 311T  
1 [D5061SC311] PAINT-EXT WDO AREA SAME AS BODY  
1 [D506347000] PAINT-EXT GRD RAIL @ WINDOW BLACK  
1 [D506447000] PAINT-EXT GRD RAIL @ SEAT BLACK

1 [D506547000] PAINT-EXT GRD RAIL @ FLOOR BLACK  
1 [D506647000] PAINT-EXT GRD RAIL @ SKRT BLACK  
1 [D506747001] PAINT-EXT BUMPER REAR BLACK  
1 [D506800001] PAINT-EXT ENT DOOR NONE  
1 [D506900002] PAINT-EXT.ROOF CAP 3<w:br/> BLK  
1 [D507001000] PANELS-EXT REAR SIDE LONG PANEL  
1 [D507400002] LATCH-BATT DOOR NON-LOCKING  
1 [D507600000] LATCH-FUEL FILL ACCESS (THUMB)  
1 [D508100081] ROOF SHEETS-(2)HATCH - 311T  
1 [D510646311] PAINT-SOLID COLOR YELLOW  
1 [D510800001] BTR FUEL FILL RECESS, W/DOOR  
1 [D510900000] VENT-STATIC PRESENT  
1 [D511501700] PILASTER - 311T, 700  
1 [D511800000] LATCH-NON-LOCKING DEF ACCESS DOOR  
1 [D512800000] TUFFCOAT-STEPWELL  
1 [D512900000] RAIL-SNOW RAIL PRESENT  
1 [D513800000] EDGECOAT-EXTERIOR BODY  
1 [D515100311] HARDWARE-MOUNTING CLIPS STANDARD  
1 [D600100000] PANELS-REAR END INTERIOR REAR GALVALUME  
1 [D600200000] PANELS-REAR END INTERIOR SIDE LONG WITH SOLID PANEL  
1 [D600300000] BULKHEAD-RR END INT.GRY  
1 [D600400000] PANELS-ACCESS RR BULKHEAD GRAY  
1 [D600500311] COVER-HARNES ACCESS@HDR  
1 [D600600000] COVER-ACCESS RR END HARNES  
1 [D600700000] COVER-ACCESS FRT END HARNES  
1 [D600801001] COVER-TRIM DRVS HDR W/STORAGE  
1 [D600901000] COVER-TRIM FRT END W/S HEADER  
1 [D601003003] COVER-TRIM FRT ENT.ALUM.DR HDR.AIR.OP.  
1 [D601100007] HEADLINING-VESTIBULE ACOUSTIC, GRAY, DRIVER LAMP  
1 [D601200001] HEADLINING-REAR LONG SMOOTH, GRAY  
1 [D601403311] STRIPS-AISLE, STAINLESS STEEL  
1 [D601510311] FLR-GRY VINYL W/13<w:br/> CTR AISLE  
1 [D601600006] FLR-BLK WHEELHOUSE AND HEATER  
1 [D601700311] FLR-PLYWOOD 5/8<w:br/> 311T  
1 [D601800001] COVER-FUEL SENDING INSPECTION  
1 [D601900311] MOLDING-SHOE 311T  
1 [D602001311] SPEAKERS-INT. 30 WAT.(6) 311T  
1 [D602103311] ELEC- (6) INT SPKERS&HORN311T  
1 [D602200000] MIRROR-INTERIOR 6<w:br/>X30<w:br/> WITH RUBBER EDGE  
1 [D602400000] LABEL-VEHICLE CERTIFICATION  
1 [D603000000] PAD-DR HEADER, RR EMER 36<w:br/>W  
1 [D603805084] HEATER-UNDERSEAT LEFT SIDE 84,000 BTU LOCATION 5  
1 [D604310084] HTR-U/S LS 84,000 BTU LOC 10  
1 [D6047101SP] HOSE-HTR SGL PLY W/ W/H POS 10  
1 [D604800000] HEATER-ENTRANCE DOOR STEPWELL  
1 [D605000000] SWITCH-ROCKER HEATER STEPWELL  
1 [D605200001] CLAMPS-PLUMBING HEATER CONSTANT TORQUE  
1 [D605301000] CLAMPS-UNDERSEAT HEATER CONSTANT TORQUE  
1 [D605700000] VALVE-SHUTOFF RR LS U/SEAT HTR  
1 [D605801002] CONN-HTR(1) CONSTANT TORQUE/SGL PLY  
1 [D605900000] SWITCH-ROCKER HEATER LEFT 1ST  
1 [D606000000] SWITCH-ROCKER HEATER LEFT 2ND  
1 [D606600005] ELEC-HTR U/ SEAT POS 5  
1 [D607100010] ELECTRICAL-HEATER UNDERSEAT POSITION 10  
1 [D608100000] CABINET-SW, FWD  
1 [D608200000] CABINET-SWITCH, LOWER WITHOUT POCKET  
1 [D608300000] CABINET-SWITCH, UPPER  
1 [D608400001] CABINET-TOP PLATE (3 BANK)  
1 [D608501001] TREAD-STEP ALUMINUM ENTRANCE DOOR GRAY  
1 [D608600000] TRIM-STEPWELL HORIZONTAL WITH DIAMONETTE NOSE  
1 [D609000000] OPER-HTR U/ SEAT LS FWD  
1 [D609100000] PANEL-ACCESSORY MOUNTING SAFTEY EQUIPMENT  
1 [D609200000] OPER-HTR STEPWELL  
1 [D609500000] INSULATION-VEST HEADLINING 2<w:br/>  
1 [D609600700] INSULATION-SIDELINING 2<w:br/> POLY  
1 [D609800000] INSULATION-RR BULKHEAD 2<w:br/> POLY  
1 [D609901002] INSULATION-FRT BULKHEAD W/ACRSY 2<w:br/>POLY  
1 [D610000000] OPER-HTR U/ SEAT LS AFT  
1 [D610339002] RAIL-ASSIST FRT ENT DR 39<w:br/>W

- 1 [D610403311] H/L-PASS AREA ACOUS GREY 311T
- 1 [D610500311] HEADERS-WINDOW EXTERIOR 311T
- 1 [D611000000] RAIL-ASSIST FRONT ENTRANCE DOOR RIGHT SIDE 1<w:br/>OD
- 1 [D613100000] HARNESS COVER COLOR - GRAY
- 1 [D613200001] SPEAKER ALERT - PRESENT
- 1 [D613400000] DOME LPS - MINIMUM
- 1 [D613500000] HEADLINING COLOR - GREY
- 1 [D613600001] HEADLINING TYPE - ALL ACOUSTIC
- 1 [D613800000] MAT, FLOOR VESTIBULE
- 1 [D614000000] TRIM-INTERIOR DASH FORWARD
- 1 [D616900001] INSULATION-INT LONG REAR END
- 1 [D617200000] PLATE-ACCELERATOR
- 1 [D619600000] ELEC-HTR ENT DOOR STEPWELL
- 1 [D620600000] HOLDER-STORAGE, CLIP BOARD
- 1 [D622700001] BRACKET-ZONAR GPS
- 1 [D700000001] GLASS-WINDSHIELD ONE PIECE WITH TINTED BAND
- 1 [D700100000] GLASS-RS FRT STAT CLR LAM
- 1 [D700200000] GLASS-LS FRT STAT CLR LAM
- 1 [D700300000] GLASS-REAR STAT CLEAR TEMPERED
- 1 [D700500000] FRAME-WDO SPLIT
- 14 [D700530000] FRAME-WDO SPLIT 30<w:br/>W
- 2 [D700540000] FRAME-WDO SPLIT 40<w:br/>W
- 2 [D700600L01] FRAME-WDO P/O VERT TEMP TNT LS
- 2 [D700600R01] WDO P/O VERT TEMP TNT RS
- 14 [D700730002] GLASS-WDO TINT TEMP 30<w:br/>
- 2 [D700740002] GLASS-WDO TINT TEMP 40<w:br/>
- 1 [D700900003] STOPS-WDO 12<w:br/>
- 1 [D701200000] GLS-LWR RR DR TEMP CLR
- 1 [D701300000] GLS-UPR RR DR TEMP CLR
- 1 [D701500000] OPER-WDO P/O
- 1 [D701600007] WDO-DRIVER'S LAM CLR
- 1 [D800008311] EXHAUST-LS TURNDWN, BELOW BMPR
- 1 [D800600003] ANTI-FREEZE, OAT -34 DEGREE
- 1 [D800700001] WINTERFRONT-CHASSIS GRILLE YELLOW
- 1 [D801000000] TUBE-FILL BTR & OVERFLOW HOSE
- 1 [D801100000] CAP-FUEL FILL BTR NON-LOCKING
- 1 [D801200000] SHIELD-EXHAUST PIPE
- 1 [D900104001] SEAT-DRIVER NATIONAL W/HEAT
- 1 [D900302001] ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 [D900403003] UPH DR.ST.FABRIC BLK NATIONAL
- 1 [D900503007] PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 [D901039000] KICKPLATE-MOD.PANEL RS 39<w:br/>
- 1 [D901139000] KICKPLATE-MOD.PANEL LS 39<w:br/>
- 1 [D901200002] RISER-DRIVERS SEAT, NATIONAL
- 1 [D901600000] ELEC-PEDESTAL, HEATED SEAT
- 12 [D930039000] S3B 39<w:br/>RS WALL MT RESTRAINING/NO BELT
- 12 [D930139000] S3B 39<w:br/>LS WALL MT RESTRAINING/NO BELT
- 24 [D930405166] FIREBLOCK GREEN UPHOLSTERY - S3B SEAT
- 24 [D939201000] S3B WALL MT HARDWARE-RESTRAINT

**Equipment - Chassis:**

- 1 [FL-018-002] AIR BRAKE PACKAGE
- 1 [FL-065-357] PAINT - FLAT SCHOOL BUS YELLOW ANTI-GLARE
- 1 [FL-093-1G4] RADIAL FRONT TIRE, MICHELIN XZE2,11R22.5 14 PLY
- 1 [FL-094-1G4] RADIAL REAR TIRE, MICHELIN XZE2,11R22.5 14 PLY
- 1 [FL-107-032] CUMMINS 18.7 CFM COMPRESSOR
- 1 [FL-124-1E0] DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALT
- 1 [FL-128-076] CUMMINS INTEGRAL EXHAUST BRAKE WITH VARIABLE TURBO
- 1 [FL-132-004] ELECTRIC GRID AIR INTAKE WARMER
- 1 [FL-138-010] PHILLIPS 750 WATT/115 VOLT BLOCK HEATER
- 1 [FL-140-039] ENGINE HEATER RECEPTACLE MOUNTED FACE OF BUMPER, LEFT SIDE
- 1 [FL-148-084] PROG RPM CTRL W A/C OR 12.75V LOW VOLT AUTO HI IDLE, DASH SW
- 1 [FL-149-013] CRUISE CONTROL-ELEC ENG,W/SWITCHES IN LH SWITCH PANEL
- 1 [FL-155-057] DELCO 12V 29MT STARTER WITH INTEGRATED M
- 1 [FL-160-025] DIAGNOSTIC INTERFACE CONNECTOR,9-PIN, S
- 1 [FL-162-002] IGNITION SWITCH CONTROLLED ENGINE STOP
- 1 [FL-170-041] ADDL AUX LINES W/MANIFOLD PLUMBING AND COMBINED SHUTOFF
- 1 [FL-171-007] GATES BLUE STRIPE COOLANT HOSES
- 1 [FL-172-016] CONSTANT TORQUE BREEZE CLAMPS ON 1<w:br/> IN DIA GREATER, SS C
- 1 [FL-230-003] 100GALLON/378 LITER STEEL RECTANGULAR FUEL TANK,BETWEEN RAIL

1 [FL-23U-004] 11.5 GALLON DEF TANK  
1 [FL-273-037] WARNER ELECTRIC ELECTRO-MAGNETIC ON/OFF  
1 [FL-284-095] 12VOLT POWER SUPPLY LH PANEL  
1 [FL-285-020] SOLID STATE CIRCUIT PROTECTION, PDMS WIT  
1 [FL-292-058] (3) ALLIANCE 1031, GROUP 31, 12 VOLT, MF 2280 CCA BATTERIES  
1 [FL-293-070] COLE HERSEE BATTERY CUT-OFF SWITCH, BATTERY BOX MOUNTED  
1 [FL-311-005] DAYTIME RUNNING LIGHTS SET @ 85%  
1 [FL-312-038] INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL  
1 [FL-31L-083] STOP SIGN PRESENT  
1 [FL-342-1MJ] ALLISON 2500 PTS AUTOMATIC TRANSMISSION  
1 [FL-343-301] ALLISON VOCATIONAL PACKAGE 354 - FIFTH GEN  
1 [FL-35T-001] SYNTHETIC 50W TRANSMISSION LUBE (TES-295 COMPLIANT)  
1 [FL-386-055] SPL100 DANA SPICER MAIN DRIVELINE  
1 [FL-400-1A6] DA-F-12-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE  
1 [FL-402-021] MERITOR 15 X 5 Q+ CAM FRONT BRAKE (ROCKWELL)  
1 [FL-404-074] HALDEX LONGSTROKE FRONT BRAKE CHAMBER  
1 [FL-405-002] MERITOR AUTOMATIC FRONT SLACK ADJUSTERS  
1 [FL-409-002] CHICAGO RAWHIDE FRONT OIL SEALS  
1 [FL-40T-002] SYNTHETIC 75W-90 FRONT AXLE LUBE  
1 [FL-418-030] CONMET IRON FRONT HUBS  
1 [FL-419-023] CONMET CAST IRON FRONT BRAKE DRUMS  
1 [FL-41T-002] SYNTHETIC 75W-90 REAR AXLE LUBE  
1 [FL-420-1C8] DA-RS-21-4 21K R-SERIES SINGLE REAR AXLE  
1 [FL-421-556] 5.56 REAR AXLE RATIO  
1 [FL-423-020] MERITOR 16 1/2 X 7 Q+ CAM REAR BRAKES, DBL-ANCHOR, FAB SHOES  
1 [FL-425-002] REAR BRAKE DUST SHIELDS  
1 [FL-426-074] HALDEX, LONGSTROKE, SINGLE DRIVE AXLE, SPRING-PARK CHAMBERS  
1 [FL-427-001] FRONT BRAKE DUST SHIELDS  
1 [FL-428-002] MERITOR AUTOMATIC SLACK ADJUSTERS  
1 [FL-440-001] CHICAGO RAWHIDE (SCOT) REAR OIL SEALS  
1 [FL-450-030] CONMET IRON REAR HUBS  
1 [FL-460-008] STEEL AIR BRAKE RESERVOIRS INSIDE FRAME RAILS  
1 [FL-46A-032] 700 CUBIC INCH MINIMUM AUXILIARY AIR  
1 [FL-477-042] PETCOCK DRAIN VALVES ON ALL AIR TANKS  
1 [FL-480-009] BENDIX AD-9 AIR DRYER WITH HEATER  
1 [FL-490-100] WABCO 4S/4M ABS WITHOUT TRACTION CONTROL ENHANCEMENT  
1 [FL-502-653] FRONT ACCURIDE 50408 22.5X8.25 10-HUB PILOT, 5-HAND  
1 [FL-505-653] REAR ACCURIDE 50408 22.5X8.25 10-HUB PILOT, 5-HAND  
1 [FL-52M-003] TIRE/WHEEL BALANCING-LEAD FREE WEIGHTS  
1 [FL-532-002] ADJUSTABLE STEERING COLUMN  
1 [FL-545-657] 6575MM (259<w:br/>) WHEELBASE  
1 [FL-546-1AJ] 5/16<w:br/> X 3<w:br/> X 10-1/8<w:br/> STEEL FRAME 120,000 PSI YIELD  
1 [FL-556-1DF] 1-PIECE 14<w:br/> PTD STL 1/4<w:br/> HD BUMPER JACK PROVISION  
1 [FL-558-001] FRONT FRAME-MOUNTED TOW HOOKS  
1 [FL-620-062] 10,000 LB. TAPERLEAF FRONT SUSPENSION  
1 [FL-622-284] AIRLINER 21,000 LB. REAR SUSPENSION  
1 [FL-646-023] HOOD MTD CHROMED PLASTIC GRILLE  
1 [FL-647-007] YELLOW WINTERFRONT  
1 [FL-657-1AJ] ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY #FT1001  
1 [FL-65X-003] CHROME HOOD MOUNTED AIR INTAKE GRILLE  
1 [FL-721-029] 112DB BACKUP ALARM  
1 [FL-738-001] DIGITAL FLUSH MTD ALARM CLOCK IN DASH  
1 [FL-742-007] (2) CUPHOLDERS, LEFT HAND AND RIGHT HAND DASH  
1 [FL-763-801] FASTEN SEAT BELT INDICATOR FOR CUSTOMER SUPPLIED SEAT BELT  
1 [FL-786-1A0] LOCATING SYSTEM WITH VEHICLE MONITORING  
1 [FL-79A-072] 72 MPH ROAD SPEED LIMIT  
1 [FL-810-027] ELECTRONIC SPEEDOMETER WITH SECONDARY KPH SCALE, NO ODOMETER  
1 [FL-81Y-001] PRE/POST TRIP SYSTEM TEST  
1 [FL-846-001] AMMETER  
1 [FL-84C-007] PRIMARY MODE GEARS, 6 FORWARD  
1 [FL-84L-019] FS-BASIC, DSS MED  
1 [FL-864-001] TRANSMISSION OIL TEMPERATURE GAUGE  
1 [FL-882-023] ONE-VALVE PARKING BRAKE SYSTEM WITH WARNING  
1 [FL-910-001] SINGLE AIR SUSPN LEVELING VALVES  
1 [FL-962-974] POWDER GRAY FRONT WHEELS/RIMS (PKG RY 21,G,PG1)  
1 [FL-966-974] POWDER GRAY REAR WHEELS/RIMS (PKG RY 21,G,PG1)  
1 [FL-980-6MJ] CAB COLOR A:L5898EB SCHOOL BUS YELLOW ELITE BC  
1 [FL-981-89D] CAB COLOR B: E180YM068 SCHOOL BUS YELLOW (LOW GLOSS) BASF

## **SOFTWARE TELEPHONE SUPPORT AGREEMENT**

1.0.0 Cleveland Time Clock & Service Co., located at 4750 State Rd., Cleveland, Cuyahoga, Ohio 44109, an Ohio Corporation, hereinafter referred to as Cleveland Time Clock, agrees to provide under the terms of this Software Telephone Support Agreement (Agreement) the necessary assistance as defined hereinafter to the user of the herein described software product(s) from 05/15/19 to 05/15/20 at the rate(s) indicated, (see the accompanying invoice and thereafter the Software Telephone Support Agreement renewal invoice for product description and rates).

### 2.0.0 TERMS OF AGREEMENT

2.1.0 This Agreement shall become effective on the date first written above, providing the terms of Item 5.0 (Price and Payment) have been met and will continue for the period indicated and shall thereafter continually renew for the prescribed period upon the payment of the then current invoice; or until one of the parties shall give to the other thirty (30) day written notice of their intention to modify or terminate this Agreement, either at the end of the initial term or at the end of any renewed period thereafter.

2.2.0 In the event of default, this Agreement may be terminated by the non-defaulting party immediately after thirty (30) days written notice of the default and failure of the defaulting party to cure the default within the thirty (30) days.

### 3.0.0 RESPONSIBILITIES

3.1.0 Upon the payment of the fees as set forth in this Agreement or subsequent renewal payment(s); Cleveland Time Clock shall provide the following services.

3.1.1 This Software Telephone Support Agreement shall include time spent during normal working hours in telephone conversation during normal working hours with the user and/or the user's employees, representatives or agents. This Software Telephone Support Agreement shall also include the time necessary, during normal working hours, to evaluate reports and programming setup, to duplicate the customers' problem(s), to perform research and to consult with programming engineers.

3.1.2 Telephone support only during normal working hours to provide the user with assistance with operational questions, concerning the covered software package(s). Normal working hours shall be 8:00 AM to 4:30 PM E.S.T. (E.D.S.T.), Monday through Friday, excluding holidays.

3.1.3 The following software package(s) is/are covered by this Software Telephone Support Agreement:

1. TT/HT 5000M SN #08414
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

3.1.4 Program updates and maintenance releases to your version of covered software shall be available to the user at no additional charge. Such changes shall be those determined by Cleveland Time Clock and/or the manufacturer of the software to be enhancements to existing software package(s), or program changes determined by Cleveland Time Clock and/or the manufacturer of the software as needed to correct programming, all of which will be to Cleveland Time Clock and/or the software manufacturer's specifications.

3.2.0 It shall be the responsibility of the user to employ qualified persons with the ability to understand computer operation, operation of the users operating system and able to comprehend and operate a software system of this magnitude.

#### 4.0.0 LIMITATIONS

4.1.0 The following services are not included in the fees as set forth in this Agreement, and if performed by Cleveland Time Clock and/or the software manufacturer will be charged at the then current usual rates for such services.

4.1.1 Time spent outside of normal working hours in conversation with the user and/or the users employees, representatives or agents, time spent to evaluate reports and programming setup, to duplicate the customers' problem(s), and to perform research and to consult with programming engineers.

4.1.2 On-Site support, training and maintenance.

4.1.3 Customization to the software package(s) required to fulfill the special requirements of the user, including but not limited to special calculations, interfaces and/or reports.

4.1.4 Software packages not specified herein are not covered under this Agreement. This limitation also applies to new software packages under present development and/or such packages as may be available in the future.

#### 5.0.0 PRICE AND PAYMENT

5.1.0 The user agrees to pay the charges specified herein in advance, as invoiced by Cleveland Time Clock. This Agreement shall become effective upon receipt of the full payment of the invoice or on the date first written above, whichever is later.

5.2.0 The current fee for the defined period of this Software Telephone Support Agreement for the herein listed software package(s) is Four Hundred Five Dollars, (405.00).

5.3.0 In the event that the user for any reason terminates this Agreement, no refund will be forth coming once software support has been provided during the term of this Agreement and/or extension thereof.

5.4.0 Prices are subject to change without notice.

#### 6.0.0 TAXES

6.1.0 All charges are exclusive of federal, state, municipal or other governmental excise, sales, use, occupation or similar taxes, and are therefore subject to increase equal in amount to any tax Cleveland Time Clock may be required to collect or pay in connection with the service performed hereunder.

#### 7.0.0 LIMITATIONS OF LIABILITY

7.1.0 In no event, whether in contract, tort, strict liability or otherwise will Cleveland Time Clock and/or the software manufacturer be liable for special, incidental, or consequential damages, including, but not limited to, loss of use of any property, loss of profit or revenue, business interruption, or loss of stored data, or claims of the user's customer for such damages.

7.2.0 Cleveland Time Clock's liability on any claim of any kind, whether in contract, tort, negligence, strict liability or otherwise, for any loss or damage arising out of, or connected with, or resulting from this agreement or from the performance or breach thereof, or from all services covered by or furnished under this Agreement, shall in no case exceed an amount equal to the then current Software Telephone Support Agreement fees.



- 7.3.0 Cleveland Time Clock does not assume, and shall have no liability under the terms of this Agreement, for failure to provide, or for delay in providing maintenance service due directly or indirectly to causes beyond the control of and without fault of Cleveland Time Clock.
- 7.4.0 User understands and agrees that Cleveland Time Clock will be given direct access to User's computers in order to assist with this software support. User agrees to hold Cleveland Time Clock harmless from any and all damages and/or problems Cleveland Time Clock's access to User's computers may create. In no event shall Cleveland Time Clock be responsible nor liable for any damage that may result to User's systems.
- 8.0.0 **FORCE MAJEURE**
- 8.1.0 The execution of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide the support services as herein defined. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party to the other.
- 9.0.0 **GOVERNING LAW**
- 9.1.0 This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Cuyahoga County, Ohio.
- 10.0.0 **COMPLETE AGREEMENT**
- 10.1.0 It is understood that this instrument contains the complete agreement between the parties and no modification, amendment, revision, waiver or other change will be binding on either party, unless assented to in writing by the party's authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on Cleveland Time Clock. No provisions of any purchase order or similar document issued to Cleveland Time Clock, which are in conflict with this Agreement, shall change the provisions of this Agreement of Cleveland Time Clock's obligations. In the event that the user issues a purchase order or similar document, the Terms and Conditions in such document are superseded by the Terms and Conditions as set forth herein.

Cleveland Time Clock & Service Co.  
 4750 State Rd.  
 Cleveland, Ohio 44109  
  
 (216) 741-8880

Clearview Schools  
 User (Company Name)  
  
4700 Broadway  
 Address  
  
Lorain Oh 44052

Eric Davenport  
 Authorized Signature

\_\_\_\_\_  
 Authorized Signature

05/01/19  
 Date

\_\_\_\_\_  
 Date

# Invoice

## CLEVELAND TIME CLOCK & SERVICE CO.

4750 STATE RD.  
 CLEVELAND, OH 44109  
 (216) 741-8880 FAX (216) 741-9533  
 www.clevelandtime.com

Invoice No.	88371
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Invoice Date	5/1/2019
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Due Date	5/31/2019
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<b>Ship To:</b> CLEARVIEW SCHOOLS 4700 BROADWAY LORAIN, OH 44052
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<b>Bill To:</b> CLEARVIEW SCHOOLS ACCOUNTS PAYABLE 4700 BROADWAY LORAIN OH 44052
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<b>Terms</b>	NET 30 DAYS
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<b>Ship Date</b>	5/1/2019
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<b>Ship Via</b>	PHONE SUP...
-----------------	--------------

<b>Sales Rep</b>	
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<b>Account Number</b>	440-233-5412
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<b>Purchase Order Number</b>	
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Quantity / Hours	Item Number	Serial#	Description	Unit Price	Extended Price
1	TT/HT 5000 M MAY	08414	TIMETRAK/HISTRAK 5000 MULTI USER ANNUAL TELEPHONE SOFTWARE AGREEMENT FOR PERIOD OF 05/15/19- 05/15/20	405.00	405.00

<b>Subtotal</b>	\$405.00
<b>Sales Tax (8.0%)</b>	\$0.00
<b>Total</b>	\$405.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$405.00

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO YOU.

A late fee (finance charge) of \$5.00 per month, will be applied to all accounts with open balances of 31 days or more.

## Time Clock Maintenance Agreement

**1.0.0** Cleveland Time Clock & Service Co., located at 4750 State Rd., Cleveland, Cuyahoga, Ohio 44109, hereinafter referred to as Cleveland Time Clock, agrees to provide, and [COMPANY] Clearview Schools located at 4700 Broadway, city, Lorain STATE Oh, ZIP 44052.

PRINCIPAL CONTACT PERSON(S)	TELEPHONE NO	E-MAIL
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(the Customer, User) agrees to accept, under the terms of this Agreement, maintenance service as defined hereinafter to the user of herein listed Time Clock(s), from 05/15/19 to 05/015/20, at the annual charges indicated, (see item #10.0.0 and the accompanying invoice and thereafter the Maintenance Agreement renewal invoice for product description and rates), in accordance with the following terms and conditions.

**1.10** The services provided under this Maintenance Agreement shall be for On-site remedial / depot service.

### **2.0.0 Term of Agreement**

**2.1.0** This Agreement shall commence on the effective date first written above, (see Item 10.0.0 Price and Payment), and shall continue for an initial minimum term of one (1) year. Thereafter, this Agreement may be renewed automatically at the option of the parties hereto for successive one (1) year terms upon the renewal of the maintenance agreement and payment of the then current invoice or upon the issuance of a current purchase order; or until one of the parties shall give to the other party thirty (30) days written notice of their intention to modify or terminate this Agreement, either at the end of the Initial term or at the end of any renewal period thereafter.

**2.2.0** By written agreement, the parties may, from time to time, add or delete Time Clock(s) to be covered by this Agreement.

**2.3.0** The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal.

**2.4.0** All Agreements shall be renewed, billed and payable one year in advance.

**2.5.0** In the event of default, this Agreement may be terminated by the non-defaulting party immediately after thirty (30) days written notice of the default and failure of the defaulting party to cure the default within the thirty (30) days.

### **3.0.0 Cleveland Time Clock Responsibilities**

**3.1.0** Cleveland Time Clock agrees to provide the user with maintenance service only during normal working hours. Normal working hours shall be from 8:00 A.M to 4:30 P.M EST (EDST) Monday through Friday, excluding holidays, (see 15.0.0 Force Majeure).

**3.2.0** Cleveland Time Clock agrees to keep the following Time Clock(s) in good working order while operated in accordance with Cleveland Time Clock's and/or the manufacturer's published specifications, while the Time Clock(s) is located within Cleveland Time Clock's area of responsibility. Scheduled maintenance will include adjustments, lubrications and replacement of parts deemed necessary by Cleveland Time Clock and/or the manufacturer.

List Time Clock(s) make, model, serial number and address located at:

1. HPCR SN#1425309
2. HPCR SN#1425310
3. HPCR SN#1425311
4. HPCR SN#1425312
5. \_\_\_\_\_
6. \_\_\_\_\_

3.3.0 The maintenance provided is based on the specific performance standard needs of individual products as determined by Cleveland Time Clock and/or the manufacturer. These needs include preventive maintenance, handled at the discretion of a Cleveland Time Clock maintenance technician during a reported service call and/or Depot service or at the discretion of the Cleveland Time Clock service manager.

If in the opinion of Cleveland Time Clock individual items can no longer be properly or economically maintained to Cleveland Time Clock's and the manufacturer's standards of performance, Cleveland Time Clock will: 1.) provide the Customer with an estimate of reconditioning charges for such Time Clock(s) so that it may remain covered under the Maintenance Agreement and the Customer may at their option agree to pay those charges and make the Time Clock(s) available, or 2.) provide the Customer with an estimate for the replacement of the malfunctioning Time Clock(s)..

3.3.1 Should the Customer fail to make the Time Clock(s) available to Cleveland Time Clock for reconditioning, Cleveland Time Clock shall not include said Time Clock(s) for further consideration in the Maintenance Agreement or be responsible for any Time Clock(s) failures, which are attributable to the need for reconditioning.

3.3.2 Upon the reconditioning of any Time Clock(s) or upon the completion of any depot service to any Time Clock(s) Cleveland Time Clock shall deliver the serviced or reconditioned Time Clock(s) to the address from where received via UPS ground service, or at the option of the Customer (User) Cleveland Time Clock will deliver said Time Clock(s) via their truck to the address provided by the Customer at the then prevailing rates. All Time Clock(s) shipped will be insured for its replacement value prior to shipping and charges if any will be added to the invoice for reconditioning or depot repairs.

3.4.0 On-call or depot remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts deemed necessary by Cleveland Time Clock and/or the manufacturer.

3.5.0 Cleveland Time Clock is not obligated to provide more than one (1) maintenance service call (On-site or Depot service) per year per unit of Time Clock(s).

3.5.1 Unscheduled, depot or remedial service will be provided, during normal working hours, following the Users notification that a Time Clock(s) is inoperative. If a request for remedial service made during normal working hours cannot reasonably be responded to or completed prior to the end of the normal working hours, remedial services will be either: (1) deferred until the successive normal working hours, or (2) at the request of the User, outside normal working hours. Service performed outside normal working hours shall be billable at the usual rates then in effect. Service response will normally be returned within four (4) working days or less (plus shipping) following the arrival of that inoperative Time Clock(s).

3.6.0 Cleveland Time Clock shall provide, upon request at the customer's expense, relief Time Clock(s) for the Customer's use while the Customers Time Clock(s) are in for depot service. Relief Time Clock(s) shall be available at a rate of \$ 60.00 per

incident, which shall cover the shipping and insurance charges or delivery charges to and from the customer's site for the relief Time Clock(s). Relief Time Clock(s) will not include inscription die plates. The customer shall be responsible for the safe keeping of the relief Time Clock(s) while in their possession, (customer's possession shall be until the relief Time Clock(s) are received by Cleveland Time Clock), and shall be subject to repair or replacement charges should the relief Time Clock(s) be damaged. Furthermore it shall be the customer's responsibility for the proper packaging of the customer's Time Clock(s) and/or the relief Time Clock(s) in preparation for a United Parcel pickup. Once packaged properly the customer shall advise Cleveland Time Clock that the Time Clock(s) are correctly packaged and then Cleveland Time Clock will advise UPS to pickup said package to deliver it to the offices of Cleveland Time Clock, who shall be responsible for the shipping and insurance charges or delivery charges to and from the customer's site.

#### **4.0.0 Limitations**

4.0.1 Maintenance/Service is contingent upon the proper use of all Time Clock(s), the following services are not included in the charge(s) set forth in this Agreement, and if performed by Cleveland Time Clock will be charged at the usual rates for services.

4.1.0 Services performed outside normal working hours;

4.2.0 Services caused by supply items that do not meet Cleveland Time Clock's specifications;

4.3.0 Repair of damage or increase in service time resulting from causes external to the Time Clock(s) including but not limited to:

4.3.1 Accident, transportation, neglect, theft, fire, lightning, water damage, smoke, vandalism or similar casualty, operator abuse, power interruption or surge, improper humidity or temperature control, misuse or other than ordinary use;

4.3.2 Failure of electrical power, air conditioning or humidity control;

4.3.3 Alterations which include, but are not limited to, any changes in the manufacturer's and/or Cleveland Time Clock's design; installation or removal of the manufacturer's and/or Cleveland Time Clock's features, or any other modification, whenever any of the foregoing are performed by other than Cleveland Time Clock representatives;

4.4.0 If persons other than Cleveland Time Clock representatives perform maintenance or repair to a unit of Time Clock(s), and as a result, further repair by Cleveland Time Clock is required, such repairs are not included in the charges set forth in this Agreement, and will be made at Cleveland Time Clock's applicable time and material rate and terms then in effect.

4.5.0 Movement of Time Clock(s) from the position occupied at the effective date is not covered under this Agreement. In the event that Time Clock(s) are moved or relocated by other than Cleveland Time Clock personnel and, in the opinion of Cleveland Time Clock, such movement or relocation of Time Clock(s) is directly or indirectly responsible for damage to, or malfunctions of the Time Clock(s), the user will be billed at the prevailing rates for time and materials required to restore Time Clock(s) to satisfactory operating condition.

4.5.1 In the event that the Time Clock(s) is relocated from the original address location occupied at the effective date, Cleveland Time Clock reserves the right to modify the terms of this Agreement, and the revised charges shall become effective immediately upon such relocation.

4.6.0 Expendable supply items or materials therefore; making specifications changes or performing services connected with relocation of Time Clock(s), and adding or removing accessories, attachments or other devices;

4.7.0 Normal operator functions as described in the manufacturer's and/or Cleveland Time Clock's operator's manual(s).

- 4.8.0 Problems relating to or caused by operating environment including electrical power, heating, air conditioning, and humidity which are not within the manufacturer's and/or Cleveland Time Clock's specifications.
- 4.9.0 Resetting of Time Clock(s) for daylight savings time or matters beyond Cleveland Time Clock's control.
- 4.10.0 Overhaul or rebuild, chemical cleaning, replacement of year wheel, multiple typewheels (3 or more) and special wheel segments or inscription die plates and dot matrix print heads.
- 4.11.0 Battery leakage and/or damage caused thereby...
- 4.12.0 Labor / material required due to accident, electrical power failure, fire, theft, water, abuse or other casualties beyond Cleveland Time Clock's control.

## **5.0.0 User Responsibilities**

5.0.1 The User (Customer) agrees to:

- 5.1.0 Allow Cleveland Time Clock to have full and free access to the Time Clock(s) to provide service thereon.
- 5.2.0 Make or attempt no unauthorized repairs or modifications to the Time Clock(s) during the term of this Agreement or extension thereof except as specified and approved in advance by Cleveland Time Clock.
- 5.3.0 Maintain site environment conditions throughout the term of this Agreement in accordance with the specifications established by Cleveland Time Clock and/or the Time Clock(s) manufacturer.
- 5.4.0 Maintenance by third parties would be the basis for voiding any existing Agreements or warranties.
- 5.5.0 Any Customer requiring Depot Service shall cause the Time Clock(s) covered by this Agreement to be delivered to Cleveland Time Clock freight pre-paid and insured for no less than the replacement cost of said Time Clock(s).
- 5.5.1 Any Time Clock(s) delivered to Cleveland Time Clock for Depot Service under the terms of this Agreement shall at the option of Cleveland Time Clock be delivered to the Customer via UPS, FedEx or USPS, freight and insurance collect; or at the customer's option, Cleveland Time Clock may deliver the Time Clock(s) via their truck at the then prevailing rates for such service.
- 5.5.2 In all events it shall be the customer's responsibility for the proper packaging of the Customers Time Clock(s) and/or of the relief Time Clock(s) in preparation for a United Parcel pickup. Once packaged properly the customer shall advise Cleveland Time Clock that the Time Clock(s) is correctly packed and then Cleveland Time Clock will advise UPS to pickup said package to deliver it to the offices of Cleveland Time Clock.
- 5.5.3 It shall be the responsibility of the user to cause the Time Clock(s) covered by this Maintenance Agreement to be delivered prepaid, with advanced notice, once annually, during normal working hours to the offices of Cleveland Time Clock and allow Cleveland Time Clock to have full and free access to the Time Clock(s) to provide service thereon. Failure of the user's responsibility to engage Cleveland Time Clock to maintain the Time Clock(s) covered by this Maintenance Agreement shall not fall upon Cleveland Time Clock; Cleveland Time Clock however reserves the right to contact the signer of this Agreement should we notice there has been little or no request from the user for any Maintenance service.
- 5.5.4 In the event of Time Clock(s) malfunction the user shall advise Cleveland Time Clock of the occurring issues and thereupon forward the malfunctioning Time Clock(s), prepaid and insured for no less than the replacement cost of said Time Clock(s)

to Cleveland Time Clock. Upon receipt the malfunctioning Time Clock(s) will be evaluated and the user will be advised as to the remedies needed and the cost if any not covered by this Agreement.

#### **6.0.0 Charges**

6.1.0 All service calls, including labor, transportation and parts, etc. made on Time Clock(s) not under maintenance contract shall be invoiced immediately at prevailing rates. These rates are subject to change without notice.

#### **7.0.0 Initial Inspection and Repair**

7.1.0 If the Time Clock(s) to be covered by this agreement is not under Cleveland Time Clock's maintenance responsibility, nor covered by Cleveland Time Clock's standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by Cleveland Time Clock. Cleveland Time Clock shall take such action as may be necessary in its judgment to place the Time Clock(s) in good operating condition, including, without limitation, making repairs, cleaning and adjustments and replacing parts. The Customer shall pay all labor and materials used in connection therewith at Cleveland Time Clock's then current rates.

#### **8.0.0 Subcontract**

8.1.0 Cleveland Time Clock reserves the right to subcontract, in whole or in part, the maintenance work called for in this Agreement. Cleveland Time Clock shall not, however, be relieved of any liability under the terms of this Agreement on account of a subcontract.

#### **9.0.0 Exclusions**

9.0.1 The following services are not included in the charge(s) set forth in this Agreement, and Cleveland Time Clock may at its option elect not to provide service in/under the following circumstances:

9.1.0 Electrical work external to the Time Clock(s) or maintenance of accessories, attachments, or other devices not furnished by Cleveland Time Clock;

9.2.0 Such service, which is impractical for Cleveland Time Clock representatives to render because of alterations in the Time Clock(s) or their connection by mechanical or electrical means to another machine or device.

9.3.0 Service to Time Clock(s) located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Cleveland Time Clock.

9.4.0 Problems relating to or caused by hardware, which was not supplied by Cleveland Time Clock;

9.5.0 Labor / material required due to accident, electrical power failure, fire, theft, water, abuse, or other casualties beyond Cleveland Time Clock's control.

#### **10.0.0 Price and Payment**

- 10.1.0 The Customer agrees to pay the charges specified herein in advance, as invoiced by Cleveland Time Clock. This Agreement shall become effective upon receipt of the full payment of the invoice and/or issuance of a purchase order or on the date first written above, whichever is later.
- 10.2.0 The current fee for the defined period of this Maintenance Agreement for the herein listed Time Clock(s) is One Thousand Two Hundred Fifty Six, Dollars. ( \$1,256.00 ).
- 10.3.0 In the event that this Agreement is terminated by the Customer, for any reason, no refund will be forth coming once service has been provided during the term of this agreement and/or extension.
- 10.4.0 Any changes in the Time Clock(s), attachments or location made by or on behalf of the User may result in an adjustment of the charges to reflect added costs because of such changes, attachments or location.
- 10.5.0 Prices are subject to change without notice.

#### **11.0.0 Taxes**

- 11.1.0 All charges are exclusive of federal, state, municipal or other governmental excise, sales, use, occupation or similar taxes and/or fees, and are therefore subject to increase equal in amount to any tax or fees Cleveland Time Clock may be required to collect or pay in connection with the services performed and/or products provided hereunder.

#### **12.0.0 Parts Warranty**

- 12.1.0 Replacement parts provided by Cleveland Time Clock and/or the manufacturer may be new, used or recycled parts. All used and/or recycled parts shall meet or exceed the manufacturer specifications.
- 12.2.0 Unless otherwise agreed in writing, all parts and assemblies replaced by Cleveland Time Clock at any time shall become the property of Cleveland Time Clock.
- 12.3.0 If a part supplied by Cleveland Time Clock proves defective under normal use in material and/or workmanship, within 30 days after the installation by Cleveland Time Clock, Cleveland Time Clock shall, at its discretion, either repair or replace the part.
- 12.4.0 The foregoing warranty is exclusive, and in lieu of all other warranties, expressed or implied. No Implied Warranty of Merchantability or Fitness for Use Applies.

#### **13.0.0 Cleveland Time Clock Property**

- 13.1.0 Maintenance software, test Time Clock(s) or similar property used by Cleveland Time Clock at the installation site (even if shipped with the Time Clock(s)) shall remain the exclusive property of Cleveland Time Clock and shall be for the sole use of Cleveland Time Clock and under the control of Cleveland Time Clock.



#### **14.0.0 Limitations of Liability**

- 14.1.0 In no event, whether in contract, tort, strict liability or otherwise will Cleveland Time Clock be liable for special, incidental, or consequential damages, including, but not limited to, loss of use of any property, loss of profit or revenue, business interruption, or loss of stored data, or claims of the user's customer for such damages.
- 14.2.0 Cleveland Time Clock's liability to the Customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract, or in tort, including negligence or any other form of action, strict liability or otherwise, for any loss or damage arising out of, or connected with, or resulting from this agreement or from the performance or breach thereof, or from all services covered by or furnished under this Agreement, shall be limited to twelve (12) months' maintenance charges for the specific Time Clock(s) under this Maintenance Agreement that caused the damages or that are the subject matter of, or are directly related to, the cause of action, such charges shall be those in effect for the specific machine(s) when the cause of action arose.
- 14.3.0 Cleveland Time Clock does not assume, and shall have no liability under the terms of this Agreement, for failure to provide, or for delay in providing maintenance service due directly or indirectly to causes beyond the control of and without fault of Cleveland Time Clock.
- 14.4.0 The User understands and agrees that when/where necessary Cleveland Time Clock will be given direct access to the User's computers in order to assist with software support for covered Time Clock(s). The User agrees to hold Cleveland Time Clock harmless from any and all damages and/or problems Cleveland Time Clock's access to the User's computers may create. In no event shall Cleveland Time Clock be responsible nor liable for any damage that may result to User's systems.
- 14.5.0 Other than as set forth above in this section, Cleveland Time Clock disclaims all warranties with respect to the Time Clock(s) (including, without limitation, warranties as to merchantability and fitness for a particular purpose), either expressed or implied. The above express warranty is in lieu of all obligations or liabilities on the part of Cleveland Time Clock for damages, including but not limited to special, incidental, or consequential damages arising out of or in connection with the use or performance of this Time Clock(s).

#### **15.0.0 Force Majeure**

- 15.1.0 The execution of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, weather related conditions or other emergency making it illegal or impossible to provide the support services as herein defined. It is provided that this Agreement may be terminated for any one or more such reasons by written notice from one party to the other.

#### **16.0.0 Governing Law**

- 16.1.0 This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Cuyahoga County, Ohio.

#### **17.0.0 Complete Agreement**

- 17.1.0 It is understood that this instrument contains the complete agreement between the parties and no modification, amendment, rescission, waiver or other change will be binding on either party, unless assented to in writing by the party's authorized representatives. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced

herein will not be binding on Cleveland Time Clock. No provisions of any purchase order or similar document issued to Cleveland Time Clock, which are in conflict with this Agreement, shall change the provisions of this Agreement of Cleveland Time Clock's obligations. In the event that the user issues a purchase order or similar document, the Terms and Conditions in such document are superseded by the Terms and Conditions as set forth herein.

This Maintenance Agreement may be produced in multiple copies, each as an original.

Cleveland Time Clock & Service Co.  
4750 State Rd.  
Cleveland, Ohio 44109

(216) 741-8880

Shelly Wilk  
Authorized Signature

05/01/19  
Date

\_\_\_\_\_  
Authorized Signature

Clearview Schools  
Company Name (User)

4700 Broadway  
Address

Lorain Oh 44052  
City, State Zip Code

\_\_\_\_\_  
Phone No

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Date

\_\_\_\_\_

# Invoice

## CLEVELAND TIME CLOCK & SERVICE CO.

4750 STATE RD.  
 CLEVELAND, OH 44109  
 (216) 741-8880 FAX (216) 741-9533  
 www.clevelandtime.com

Invoice No.	88372
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Invoice Date	5/1/2019
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Due Date	5/31/2019
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<b>Ship To:</b>	CLEARVIEW SCHOOLS 4700 BROADWAY LORAIN, OH 44052
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<b>Bill To:</b>	CLEARVIEW SCHOOLS ACCOUNTS PAYABLE 4700 BROADWAY LORAIN OH 44052
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<b>Terms</b>	NET 30 DAYS
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<b>Ship Date</b>	5/1/2019
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<b>Ship Via</b>	SERVICE
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<b>Sales Rep</b>	
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<b>Account Number</b>	440-233-5412
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<b>Purchase Order Number</b>	
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Quantity / Hours	Item Number	Serial#	Description	Unit Price	Extended Price
4	RENEWAL HPCR	1425309 1425310 1425311 1425312	PM CONTRACT RENEWAL FOR HP1000E SERVICE CONTRACT RENEWAL  FOR PERIOD OF 05/15/19- 05/15/20	314.00	1,256.00

<b>Subtotal</b>	\$1,256.00
<b>Sales Tax (8.0%)</b>	\$0.00
<b>Total</b>	\$1,256.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$1,256.00

THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE TO YOU.

A late fee (finance charge) of \$5.00 per month, will be applied to all accounts with open balances of 31 days or more.



## SERVICE AGREEMENT

"ORC.3313.845 Contract"

### TYPE

- ✓ New  
Amendment

### TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2020 (July 1, 2019 - June 30, 2020)

### BETWEEN

1. The Educational Service Center of Medina County
2. The Clearview Local School District

<u>SERVICE TO BE PERFORMED</u>	<u>AMOUNT TO BE BILLED</u>
Nursing Supervision	\$50.00/hr x 36/hrs = \$1,800.00
LPN	\$31.00/hr x 1260/hrs = \$39,060.00
	(180/days @ 7/hrs/day) <u>\$40,860.00</u>

Fiscal/Facility Fee is 3% of total contract.



Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).



The Clearview Local School District

will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

  
 \_\_\_\_\_ 4/24/19  
 Treasurer Date  
  
 \_\_\_\_\_ 4/24/19  
 Superintendent Date

For the Clearview Local School District

  
 \_\_\_\_\_ 5/2/19  
 Treasurer Date  
  
 \_\_\_\_\_ 5-1-19  
 Superintendent Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principals are not suspended or debarred.

# Interagency Agreement

Between

Early Head Start & Head Start (EHS&HS)

&

Lorain County Board of Developmental Disabilities (LCBDD)

&

Lorain County Local Education Agencies

&

Early Intervention Services of Lorain County

For children from birth to entrance to Kindergarten\*

***Effective for the Period of  
July 1, 2019 to June 30, 2020***

\*Currently this document focuses on birth to age three

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# INTRODUCTION

## PURPOSE

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

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

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

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

## AUTHORITY

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

## PARTICIPANTS RESPONSIBILITIES

Revised 4/1/13; Revised 4/9/14; Revised 4/6/15; 4/29/2016; 5/22/2017; 6/29/2017;  
4/16/2018; 4/5/19 Original 12-06-2011

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

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

**CONFIDENTIALLY**

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



## **AGENCY DESCRIPTION & RESPONSIBILITIES**

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

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

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

Murray Ridge School

9750 Infirmary Road

Elyria OH 44035

Contact: Dann Swift, Director of Children and Educational Services

Phone: 440-329-3760

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

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

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

### **Lorain County Community Action Agency**

Early Head Start (EHS)

936 Broadway Ave

Lorain OH 44052

Contact: Shauna Matelski, Head Start Director

Phone: (440) 204-3148

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

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

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

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

**Lorain County Early Intervention Services**

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

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

**Local Education Agency (LEA)**

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

**Superintendents/LEA Contacts:**

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

**Superintendents**

**LEA Contact Person**

LEA	Supt. Name	Phone	Email	LEA School Year Contact	Phone	Email
Amherst Ex VI 185 Forest St Amherst 44001	Steve Sayers	440-988-4413 Fax 988-3700	<a href="mailto:Steve_sayers@amherstk12.org">Steve_sayers@amherstk12.org</a>	Sarah Walker, Dir of Spec Ed	440-988-4406 Fax 988-4413	<a href="mailto:sarah_walker@amherstk12.org">sarah_walker@amherstk12.org</a>
Avon Local 36600 Detroit Avon 44011	Michael Laub	440-937-4680 Fax 937-4688	<a href="mailto:laubm@avoneag.es.org">laubm@avoneag.es.org</a>	Debora Dennis, Dir of Spec Ed	440-934-4346 Fax 934-3043	<a href="mailto:dennisd@avoneagles.org">dennisd@avoneagles.org</a>
Avon Lake City 175 Avon Belden Rd Avon Lake City 44012	Robert Scott	440-933-6210 Fax 933-6711	<a href="mailto:Robert.scott@avonlakecityschools.org">Robert.scott@avonlakecityschools.org</a>	Jennifer Fazio Spec Ed Sup Redwood Elem 32967 Redwood	440-930-8226 Fax 930-6230	<a href="mailto:jennifer.fazio@avonlakecityschools.org">jennifer.fazio@avonlakecityschools.org</a>

Black River 257 A County Road 40 Sullivan, 44880	Chris Clark	419-736-3300 Ext 101	<a href="mailto:cclark@blrv.org">cclark@blrv.org</a>	Linda Coad Special Ed Coord	419-736-3300 ext 108	<a href="mailto:lcoad@blrv.org">lcoad@blrv.org</a>
Clearview Local 4700 Broadway Lorain 44052	Jerome Davis	440-233-5412 Fax 233-6034	<a href="mailto:Jerome.Davis@clearviewschools.org">Jerome.Davis@clearviewschools.org</a>	Lisa Ryan, Spec Ed Sup	440-233-5412 ext. 1013	<a href="mailto:lisa.ryan@clearviewschool.org">lisa.ryan@clearviewschool.org</a>
Columbia Local 25796 Royalton Columbia Station 44028	Graig Bansek	440-236-5008 Fax 236-8817	<a href="mailto:bansekg@columbia.k12.oh.us">bansekg@columbia.k12.oh.us</a>	Judith Skoczen Dir of Special Education	440-236-5021 Fax 236-8817	<a href="mailto:Skoczenj@columbia.k12.oh.us">Skoczenj@columbia.k12.oh.us</a>
Educational Service Center 1885 Lake Rd Elyria OH 44035	Franco Gallo	440-324-5777 x 1102  Fax 324-7355	<a href="mailto:gallo@esclc.org">gallo@esclc.org</a>	Elizabeth Fleming, Supervisor, Early Learning Center	440-324-3178 ext 1141 Fax 324-3179	<a href="mailto:fleming@esclc.org">fleming@esclc.org</a>
Elyria City 42101 Griswold Elyria 44035	Ann Schloss	440-284-8201 Fax 284-0678	<a href="mailto:schlossann@elyriaschools.org">schlossann@elyriaschools.org</a>	Jackie Plantner Principal, Elyria Early Childhood Village	440-284-8250 Fax 284-8162	<a href="mailto:PlantnerJacqueline@elyriaschools.org">PlantnerJacqueline@elyriaschools.org</a>
Firelands Local 112 North Lake South Amherst 44001	Mike Von Gunten	440-965-5821 Fax 986-5990	<a href="mailto:mvongunten@firelandsschools.org">mvongunten@firelandsschools.org</a>	Dr. Edward Roshong/Dir of Special Education	440-965-5821 Fax 986-5990	<a href="mailto:eroshong@firelandsschools.org">eroshong@firelandsschools.org</a>
Keystone Local 301 Liberty St LaGrange 44050	Dan White	440-355-5132 Fax 355-6052	<a href="mailto:daniel.white@keystone.k12.oh.us">daniel.white@keystone.k12.oh.us</a>	Jacqueline Vance Special Ed Director	440-355-4207 Fax 355-6052	<a href="mailto:Jacqueline.Vance@keystone.k12.oh.us">Jacqueline.Vance@keystone.k12.oh.us</a>
Lorain City 2350 Pole Ave Lorain 44052	CEO, David Hardy	440-830-4000 Fax 282-9151	<a href="mailto:DHardy@loraincsd.org">DHardy@loraincsd.org</a>	Doreen Morell, Dir Student Services	440-830-4040 Fax 233-2341	<a href="mailto:Dmorell@loraincsd.org">Dmorell@loraincsd.org</a>
Midview Local 13050 Durkee Grafton 44044	Bruce Willingham	440-748-5353  Fax 748-5395	<a href="mailto:bwillingham@midviewk12.org">bwillingham@midviewk12.org</a>	Sharon Novak, Director of Pupil Services	440-748-2305 ext. 5309	<a href="mailto:snovak@midviewk12.org">snovak@midviewk12.org</a>
North Point ESC 1210 E Bogart Rd Sandusky OH 44870	Douglas Crooks	419-627-3900 ext 3907 Fax 627-3999	<a href="mailto:dcrooks@npesc.org">dcrooks@npesc.org</a>	Amy St Marie, Preschool Supervisor	419-327-0927 Fax 627-3980	<a href="mailto:astmarie@npesc.org">astmarie@npesc.org</a>
North Ridgeville City Schools  34620 Bainbridge Rd North Ridgeville, Oh, 44039	Roxann Ramsey Caserio	440-327-4444 Fax 440-230- 8363	<a href="mailto:roxanncaserio@nrccs.net">roxanncaserio@nrccs.net</a>	Julie d'Aliberti, Special Ed Sup	440-353-1136 Fax 353-1155	<a href="mailto:JuliedAliberti@nrccs.net">JuliedAliberti@nrccs.net</a>
New London Local Schools Wildcat Drive New London OH 44851	Brad Romano	419-929-1586 ext 8	<a href="mailto:bromano@newlondon.k12.oh.us">bromano@newlondon.k12.oh.us</a>	Melissa Vorhies, Special Ed Supervisor	419-929-1586 x5116 Fax 929-9510	<a href="mailto:mvorhies@newlondon.k12.oh.us">mvorhies@newlondon.k12.oh.us</a>
Mapleton Local	Scott Smith	419-945-8170	<a href="mailto:mapl_smith@tccsa.net">mapl_smith@tccsa.net</a>	Morgan	419-945-2188	<a href="mailto:Mapl_mlengather@tccsa.net">Mapl_mlengather@tccsa.net</a>

School District 635 Co Road 801 Ashland OH 44805		Fax 419-945-8133		Lengacher, Special Education	FAX 419-945- 8119	
Oberlin City 153 North Main St Oberlin 44074	Dave Hall	440-774-4601	<a href="mailto:dhall@oberlinschools.net">dhall@oberlinschools.net</a>	Sue Alig, Dir of Pupil Services	440-776-4559 Fax 774-4492	<a href="mailto:salig@oberlinschools.org">salig@oberlinschools.org</a>
Olmsted Falls City Schools 26937 Bagley Road Olmstead Falls, OH 44138	James Lloyd	440-427-6000 Fax 427-6010	<a href="mailto:jlloyd@ofcs.net">jlloyd@ofcs.net</a>	Melinda Falconi, Dir of EC Center	440-427-6361 Fax 427-6010	<a href="mailto:mfalconi@ofcs.net">mfalconi@ofcs.net</a>
Sheffield/ Sheffield Lake 1824 Harris Rd Sheffield 44054	Michael Cook	440-949-6181  Direct line- 440-949-4202  Fax # 440- 949-4204	<a href="mailto:mcook@sheffield.k12.oh.us">mcook@sheffield.k12.oh.us</a>	Mariah Hall, Director of Special Education	440-949-4211 or 949- 9247	<a href="mailto:mhall@sheffieldschools.org">mhall@sheffieldschools.org</a>
Strongsville City School District 18199 Cook Ave Strongsville OH	Cameron Ryba	440-572-7010  FAX 572-7041	<a href="mailto:cryba@scsmustangs.org">cryba@scsmustangs.org</a>	Megan Surso, Principal Jena Scanner, PSY Andy Trujillo, Director of Special Ed	440-572-7045  FAX 440-846- 3227	<a href="mailto:msurso@scsmustangs.org">msurso@scsmustangs.org</a>  <a href="mailto:jscanner@scsmustangs.org">jscanner@scsmustangs.org</a>  <a href="mailto:jarnone@scsmustangs.org">jarnone@scsmustangs.org</a>  Jena's phone is 440-268-5348
Vermilion Local 1230 Beech view Vermilion 44089	Philip Pempin	440-204-1700 Fax 204-1774	<a href="mailto:ppempin@vermillionschools.org">ppempin@vermillionschools.org</a>	Karen Blackburn Special Ed Dir 1250 Sanford St Vermilion 44089	440-204-1701 ext 336  Fax 204-1730	<a href="mailto:aabernathy@vermillionschools.org">aabernathy@vermillionschools.org</a>
Wellington Ex Vi 305 Union St Wellington 44090	Edward Weber	440-647-4286 Fax 647-7305	<a href="mailto:eweber@wellington.k12.oh.us">eweber@wellington.k12.oh.us</a>	Nancy Nimmo, Special Ed Supervisor	440-647-7934 Fax 647-1089	<a href="mailto:nnimmo@wellington.k12.oh.us">nnimmo@wellington.k12.oh.us</a>

## DEFINITIONS & ACRONYMS

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

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

**ASQ** **Ages & Stages Questionnaire:** A parent/caregiver completed questionnaire for children 3 months (1 month) to 5 years, accurately identifies children at risk for developmental delay and encourages parent involvement.

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

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

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

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

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

**ELA** **Early Learning Assessment:** Early Learning Assessment is a part of Ohio's Ready for Kindergarten Assessment System. The assessment is designed to aid teachers in determining where children are in their readiness for kindergarten. The Early Learning Assessment will provide information for teachers about children from early preschool to kindergarten. The assessment focuses on seven areas of a child's growth and development: Social Foundations (including social and emotional development, and approaches toward learning), Mathematics, Science, Social Studies, Language and Literacy, Physical Well-being and Motor Development & Fine Arts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MDT Multidisciplinary Team (Head Start):** The Head Start multidisciplinary team meets to discuss whether a child is at risk by reviewing screening and assessment data and information provided by the family. The team must assure that the evaluation findings and recommendations as well as information from other pertinent staff and the parent(s) are considered in making the determination. The multidisciplinary team may include parents, teachers, LEA/HMG Staff, support staff from social services, health, team leader, and pertinent staff knowledgeable in the area of the suspected disability. 45 CFR (1308.6 (e)(5); 45 CFR (1308.19)

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

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

that supports the educational experiences of young children and prepares them to learn and succeed in school.

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

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

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

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

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

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

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

**TPC Transition Planning Conference (PSTC as referenced above):** This meeting is held at least 90 calendar days prior to the child's 3<sup>rd</sup> birthday but not more than nine months prior to the 3<sup>rd</sup> birthday for all children in Early Intervention Services. The meeting includes the service coordinator, parent, and



other invited participants, i.e. LEA, Head Start classroom or home based teacher. The LEA is required to attend unless the parent has refused LEA attendance. TPC is the term used by Early Intervention. The purpose of the meeting is to discuss future placements, steps and procedures to prepare the child for changes in service delivery, including steps to help the child adjust to and function in a new setting after the child transitions out of early intervention.

## **CHILD FIND**

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

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

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

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

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

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

### **Local Education Agency**

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

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

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

## SHARED RESOURCE & TRAINING

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

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

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

### Early Head Start/Head Start

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

### Local Education Agency

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

### State Support Team (SST) #2

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

### IAA Partner Team

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

## REFERRAL PROCESS

The term referral has two meanings in this document:

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

### Early Intervention

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

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

**Sending Referral:**

- Referral to the LEA or Other Community programs shall be coordinated by HMG
- Assist families through the formal transition process to public special education preschool, Head Start or other locations. (see Transition section)
- If Central Coordination determines the family would be eligible to meet the criteria for the HMG Home Visiting program, a program referral will be made to an ODH-contracted Home Visiting provider in the County within one business day and once verbal consent is communicated by the parent.
- For a child referred without a suspected disability, as defined by Part B, a referral shall be made directly to Head Start, childcare or other community programs of interest to the parent. A service coordinator shall not be assigned.
- For a child with a suspected disability, who is referred to HMG Central Coordination, 45 days or fewer before his/her 3<sup>rd</sup> birthday, parents will be notified that they are not eligible to receive HMG due to the timeline and will be given the LEA contact information. HMG Part C services will not be provided.

**Early Head Start**

**Sending Referral**

For children with a suspected disability:

- Review existing information and gather documentation to determine next steps based upon Early Head Start staffing recommendations.
- Ensure that enrolled children suspected of having a disability are referred to HMG Early Intervention for age appropriate services, and coordinate services with HMG Early Intervention.

- Any child enrolled in Early Head Start and is suspected of having a disability and who is 45 days or fewer before his/her 3<sup>rd</sup> birthday shall be referred directly to the LEA. This referral requires parental consent.
- The Education/Disabilities Manager shall be contacted for transition and documentation. Pamela Butas at (440)204-3124 pbutas@lccaa.net

## **Head Start**

### ***Sending Referral***

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

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

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

- Upon receipt of a referral/invitation from a parent(s)/legal guardian (as defined in IDEA and Ohio Operating Standards for the Education of Children with Disabilities) receiving Head Start services or other providers, the LEA will verify that permission to proceed has been obtained.
- At the time of the initial contact with the parent, a meeting/screening is scheduled with the parent and other relevant agencies. This information will determine what activities are needed to support the child and address related concerns. This is the "referral" date. The referral date is the date that the LEA receives a parent's, school district's or other educational agency's request for an initial evaluation.
- The LEA will, within 30 days of receipt of a request for an evaluation from either a parent of a child or a public agency, either obtain parental consent for an initial evaluation or provide to the parents prior written notice stating that the school district does not suspect a disability and will not be conducting an evaluation.
- The LEA, within 30 days of receipt of a referral, will provide parent with procedural safeguards and prior written notice documenting either refusal or proposal to initiate an evaluation, depending on the nature of the case:
  - If a disability is NOT suspected:
    - The LEA will provide "A Guide to Parents Rights in Special Education" and written notice (PR01) documenting that a disability is currently not suspected.
    - The LEA will offer information about other early childhood services such as Head Start, Childcare Resource Center (CCRC), and the public preschool programs.

- When there is not enough information available to determine whether or not a disability is suspected:
  - Screening activities are conducted within 30 calendar days from the referral date in order to assist in deciding whether or not a disability is suspected. All subsequent timelines are followed depending on the outcome of the screening.
- When there is a Suspected Disability:
  - The LEA will, within 30 days of the referral date, develop an assessment plan based on a review of existing data and parent reports to identify what additional information is needed to determine the presence of a disability.
  - The LEA will provide the parent/legal guardian with the following documents: Prior Written Notice to Parent (PR-01); Referral for evaluation (PR-04); Parent Consent for Evaluation (PR-05); A Guide to Parents Rights in Special Education, Evaluation Planning Form (part of PR-06)
- LEA will provide releases to agencies involved.

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

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

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

## **SCREENING, EVALUATION and ASSESSMENT**

### **Early Intervention Services**

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

#### **Screening:**

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

### Evaluation

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

### Assessment:

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

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

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

If Part C eligibility is not determined and the family is eligible for the HMG Home Visiting (HV) program, the family is given the option to be referred to the HV program. If the family is not eligible for EI or HMG Home Visiting program, the family will be offered information about other services within their community.

### Early Head Start/Head Start

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

- Enrolled children receive on-going assessments using the Teaching Strategies GOLD assessment tool.

### **Local Education Agency**

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

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

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

- The LEA is responsible for the completion of all MFE’s for preschool aged children residing within the LEA who are suspected of having a disability. Each LEA will comply with Ohio Operating Standards for the Education of Children with Disabilities in conducting evaluations to determine eligibility for Part B services.
- In preparing to conduct on MFE, the LEA engages in evaluation planning with the evaluation team, beginning with a review of existing information in order to identify additional data needed to determine the presence of a disability. The LEA may include staff from Help Me Grow, Head Start, and/or LCBDD to complete assessment components as mutually agreed upon.
- The MFE is completed within 60 days of Parental Consent for Evaluation (PR-O5) and includes the following methodologies to confirm the suspected disability as defined in Ohio Operating Standards for the Education of Children with Disabilities
- Structured interview with person knowledgeable about the child’s functioning, including the parent or primary care giver
  - Structured observation over multiple settings and activities
  - Standardized norm-referenced testing
  - Criterion-referenced/curriculum based assessment
- If a parent declines the LEA’s offer to conduct a multi-factored evaluation, the parent will be asked to sign the Parent Consent for Evaluation Form (PR-O5) indicating his/her refusal of consent for evaluation and:
  - The LEA will provide Prior Written Notice (PR-O1).
  - The parent’s rights and procedural safeguards will be provided.
  - The LEA will be unable to establish eligibility for special education services.
  - The parent may be offered information about other preschool services within their community.

## Lorain County Board of Developmental Disability

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

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

## **ELIGIBILITY DETERMINATION**

### Help Me Grow – Early Intervention

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

- As determined and documented through evaluation and/or informed clinical opinion, newborns, infants and toddlers who are experiencing a developmental delay of one and one half standard deviation below the mean in one or more of the following areas:
  - Cognitive development
  - Physical development, including vision and hearing
  - Communication development
  - Social-emotional development
  - Adaptive development
- Newborns, infants and toddlers who have a documented diagnosed physical or mental condition identified as having a high probability of resulting in a developmental delay per Rule 3701-8-07 (A) 1 - 5. Documentation shall include the name of the mental or physical diagnosis and be signed by a medical professional per Rule OAC 3701-8-07 (B) 1 (c).
- Financial eligibility is **not** a requirement for Part C eligibility.
- For infants and toddlers who move into Ohio with 'Early Intervention' eligibility determined in another state or U.S. territory, comparable Ohio eligibility shall be established in accordance with paragraph (A)(1) or (A)(3) of this rule and a copy of the out-of-state eligibility shall be documented in the child record.

### Evaluation for Determination of Part C Eligibility:



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

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

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

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

*(Families must have at least one factor)*

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

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

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

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

### **Local Education Agency**

#### ***Part B Preschool Eligibility***

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

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

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

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

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

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

### Help Me Grow – Early Intervention

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

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

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

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

### **Local Education Agency**

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

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

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

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

## TRANSITION

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

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

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

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

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

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

### Late Referrals to HMG –Early Intervention

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

### Head Start:

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

### LEA

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

#### *Notice of the Conference*

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

#### *During the Conference*

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

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

### Lorain County Board of Developmental Disabilities

#### *Transition Planning Conferences*

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

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

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



SIGNATURE PAGE

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

This agreement remains in effect from July 1, 2019 through June 30, 2020 and will be reviewed and evaluated for effectiveness annually by the Lorain County Early Childhood Coordinating Committee or designated workgroup of the of the LCCFFC, LEA representatives, HS representatives, and LCBDDB representatives.

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

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

School District/Agency: Clearview Local Schools

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

By: Jerome M Davis [Signature] 4-10-19  
Printed Name of Superintendent of Schools      Signature      Date

By: [Signature] 4/8/19  
Contract Manager - Lorain County Children and Families Council      Date

By: [Signature] 4/8/19  
Head Start - Lorain County Community Action Agency      Date

By: [Signature] 4/8/19  
Lorain County Board of Development Disabilities      Date

Revised 4/1/13; Revised 4/9/14; Revised 4/6/15; 4/29/2016; 5/22/2017; 6/29/2017; 4/16/2018; 4/5/19 Original 12-06-2011 30

## Preschool Transition Conference (PSTC)

Lorain County

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

The result of the conference is:

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

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

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

**Other Attendees:**

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

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

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

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

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

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

**I. Chromosomal conditions:**

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

**II. Inborn Errors of Metabolism:**

- a. Galactosemia
- b. Glycogen storage disease
- c. Hurler disease
- d. Methylmalonic acidemia
- e. PKU
- f. Infants of untreated mother with PKU

g. Tay Sachs

**III. Neurological conditions:**

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

**IV. Other:**

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

CLEARVIEW GRADUATION LIST 2019

Class of 2019	
last_name	First_name
Aley	Kailey
Arnoczky	Kiersten
Baker	Sierra
Beatty	Natalie
Beauchamp	Angel
Beckstrom	Gabriel
Billings	Vanecia
Boone	Thomas
Bouchonville	Madison
Bowser	Marissa
Burroughs	Richard
Camacho	Maria
Camp	Tyler
Candelario	Gabriel
Carter	Christopher
Castillo	Selines
Charley	Amorita
Colbert	Julian
Coll	Javier
Collier	Sydney
Collins	Mycah
Collins	Ebone
Cooper	Jimmie
Coulthart	Riley
Cruz	Anthony
Cruz	Avrey
Cruz	Syaire
Davis-Santiago	Maiya
Day	Brandon
Deering	Devin
Diaz	Nadiyah
Diaz Southard	Macy
Dozier	Kimberly
Ellis	Samantha
Engle	Andrew
Fantauzzi	Briana
Fenderson	Leah
Finney	Angela
Gonzalez	Ciana
Graham	Bianca
Graves	Makhayla
Gunter	Jessica
Hall	Hailey
Hardy	Madison
Harrington	Alexis

Haught	Maria
Herda	Elijah
Hernandez	Mya
Hitchens	Josiah
Jakubec	Stephanie
Jancsura	Samantha
Janis	Katelyn
Jovanovski	Madison
Kane	Miranda
Killinger	Dylan
Kirkwood	Fabion
Kovacs	Hailey
Lamont	Brian
Landy	Madison
Leos	Alyssa
Linger	Angelina
Linkous	Nicholas
Martinez	Damacio
McGaha	Brooklyn
McPherson	Margaret
Mielcarek	Cierra
Mitchell	Chirstine
Mitchell	Edwin
Moore	Brandon
Nedoma	Vincent
Nichols	Adam
Nieves	Johnyel
Pallens	Solimar
Paschel	Jaylen
Pennington	Christopher
Perez	Miguelangel
Persinger	Matthew
Pisciotta	Dominick
Polly	Owen
Ramos	Makayla
Rebman	Dylan
Reed	Miles
Rehoreg	Johnathen
Renftle	David
Rice	Hailey
Ritter	Sarah
Ritter	Jacob
Rivera	Juan
Robinson	A Mari
Rojas Lozano	Jose
Rollins	Faith

Rosado	Tatiana
Russ	Dylan
Sadler	Nehemiah
Salas	Noah
Santiago	Sabrina
Schaffer	Madison
Schildwachter	Isaiah
Sebille	Jeren
Seymore	La'Nejah
Shaffer	Levi
Simmons	Lyndsey
Smith	Denysha
Smith	Dustyn
Stover	Lauryn
Suggs	Edrianna
Swartz	David
Sweeney	Kaitlyn
Szabo	Jenna
Taylor	Andrea
Teele	Lataisha
Todd	Javon
Wallace	Morgan
Williams	Marquezia
Woods	Asiah
Yeamans	Brianna
Zeiter	Keirsten