

C+K COSTIN AND KENDALL

Certified Public Accountants

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

Members of American Institute of CPAs

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

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

We will perform the following services:

Costin and Kendall will assist the Clearview Local School District (the District) in the annual compilation of its financial statements for the fiscal year ending June 30, 2019 in compliance with the requirements of the Ohio Auditor of State and consistent with the presentation requirements of Governmental Accounting Standards Board Statement No. 34, using the cash basis of accounting, a comprehensive basis of accounting other than generally accepted accounting principles (GAAP). Ohio Administrative Code Section 117-2-03 (B) requires the District's financial report to follow GAAP, however management has elected to prepare its financial statements in accordance with the cash basis of accounting.

Our Responsibilities

The objective of our engagement is to

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

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

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

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

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities since performing those procedures or taking such action would impair our independence.

Your Responsibilities

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

- 1) The selection of the OCBOA as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with the OCBOA and the inclusion of all informative disclosures that are appropriate for the OCBOA. This includes—
 - A description of the basis of accounting, including a summary of significant accounting policies, and how the basis of accounting differs from accounting principles generally accepted in the United States of America, the effects of which need not be quantified.
 - Informative disclosures similar to those required by accounting principles generally accepted in the United States of America.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 4) The prevention and detection of fraud.
- 5) To ensure that the District complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with—
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - additional information that we may request from you for the purpose of the compilation engagement.

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

Our Report

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.¹

Our report will disclose that the financial statements are prepared in accordance with the OCBOA, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to obtain our permission to do so.

Other Relevant Information

As part of our engagement to provide services, for purpose of maintaining our standard of independence, Costin and Kendall may not perform management functions or make management decisions. We may, however, provide advice, research materials and recommendations to assist management to do so. Accordingly, you are responsible for making all management decisions and performing all management We will provide accounting services including assistance with final trial balance preparation prior to our compilation of financial statements, with any adjusting entries or modification of the compiled financial statements, including note disclosures subject to your review and approval. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

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

2019 OCBOA Look-alike conversion assistance \$ 2,575 - \$ 4,120

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

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

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

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

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

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

June 26, 2019

Costin and Kendall, CPA's

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

Authorized signature Title Date

Softball Dugouts (2) Replacement Project fall 2019

1) Foundation Cost	\$17,000	Quoted
2) Block Cost	\$8,040	Quoted
3) Block material	\$1,319	Mortar material, Angle Iron Quoted
4) Doors	\$4,888	Over hear, Roll up & man doors w installation Quoted
5) Beam support posts	\$ 900	Priced from vendor site
6) Wood Support beam	\$1000	Priced from vendor site
7) Roof material	\$5000	Priced from vendor site
8) Block laying	N/C	Lorain County JVS
9) Roof Construction		CHS labor if done in house
10) Fencing	\$3000	Estimated
11) Infield reconstruction	\$3000 to \$5000	Estimated Remove grass for infield to meet dugouts. Grass around building replaced
12) Drainage tile	\$2000	Estimated do to tie in line
Total	\$46,147	

30-Apr-19

SPECIFIC JOB QUOTATION

ATTN: CLEARVIEW HIGH SCHOOL
MARK 440-308-5108

PROJECT: CLEARVIEW SOFTBALL DUGOUT

LOCATION: _____

Thank you for the opportunity to quote pricing for your consideration at the above project. We would be pleased to partner with your company on this job. Should you require additional pricing, feel free to give me a call.

QUANTITY				EXTENSION
BLOCK				
	RED BLOCK 6 COURSE - BOTTOM ROWS			
855	8 X 8 X 16 SMOOTH #203 BRICK RED	EACH	\$2.95	\$2,522.25
1,585	8 X 8 X 16 SMOOTH #220 LEATHER	EACH	\$2.95	\$4,675.75
1	MOLD SET UP CHARGE - UNDER 1500 PCS.	EACH	\$400.00	\$400.00
26	DEPOSIT PALLETS - REGULAR	EACH	\$17.00	\$442.00
			SUB TOTAL	\$8,040.00
	NOTE: DEPOSIT PALLET OF \$14.50 EACH - UPON RETURN			
	SEMI LOAD DELIVERY - CURB SIDE UNLOADED			
MATERIAL				
45	TYPE S MORTAR - LAFARGE 75 LB. BAG	EACH	\$0.00	\$0.00
30	TYPE S MORTAR - LAFARGE 75 LB. BAG	EACH	\$12.75	\$382.50
8	MASON SAND/DELIVERED	PER TON	\$28.00	\$224.00
35	MASTERPEL WATER REPELLANT	EACH	\$8.95	\$313.25
2	3 1/2" x 5" @ 5/16" ANGLE 10' LONG	EACH	\$107.50	\$215.00
2	ANGLES 3" X 3 1/2" X 1/4" 40" LONG	EACH	\$28.05	\$56.10
3	ANGLES 3" X 3 1/2" X 1/4" 60" LONG	EACH	\$42.50	\$127.50
			SUB TOTAL	\$1,318.35
	CONSUMERS WILL DONATE 45 BAGS OF MORTAR.			
	SUB TOTAL - \$8040.00 + 1318.35 = \$9358.35			

573.75

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

MLU 9 AM

Proposal

STANZIANOCONCRETE1@GMAIL.COM
WWW.STANZIANOCONCRETE.COM

PROPOSAL NO	19034	DATE	4-1-19
ED NO		ARCHITECT	
PHONE NO	440-233-6058	DATE OF PLANS	
WORK TO BE PERFORMED AT:			
C/O: MARK & MARY'S CONCRETE SERVICES			

We hereby agree to furnish the materials and the labor necessary for the completion of _____

Time First FREE DUGOUTS WITH FOOTERS AND ADDITIONAL CENTER FOOTER @ 3'
Quality is not our first priority, it is our ONLY priority!

Area below for additional description and/or drawings:

- MATERIALS:**
 5 1/2 Sack concrete
 #10 Gauge wire mesh
 Compacted stone base
 Smooth finish with edge
 Control joints cut
 Sprayed with diamond clear sealer
 New concrete drilled and planned to existing

- 1) 12 X 50 DUGOUTS, 2 EACH
- 2) EACH DUGOUT TO HAVE PERIMETER FOOTER WITH AN ADDITIONAL PARTITION FOOT AT 30' IN
- 3) ALL FOOTERS TO HAVE TWO PARALLEL RUNS OF 3/4" REBAR
- 4) MONOLITHIC POUR OF FOOTERS AND SLAB

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 by state work etc completed in a substantial workmanlike manner for the sum of Dollars (\$ 16,770.00) with payments to be made as follows

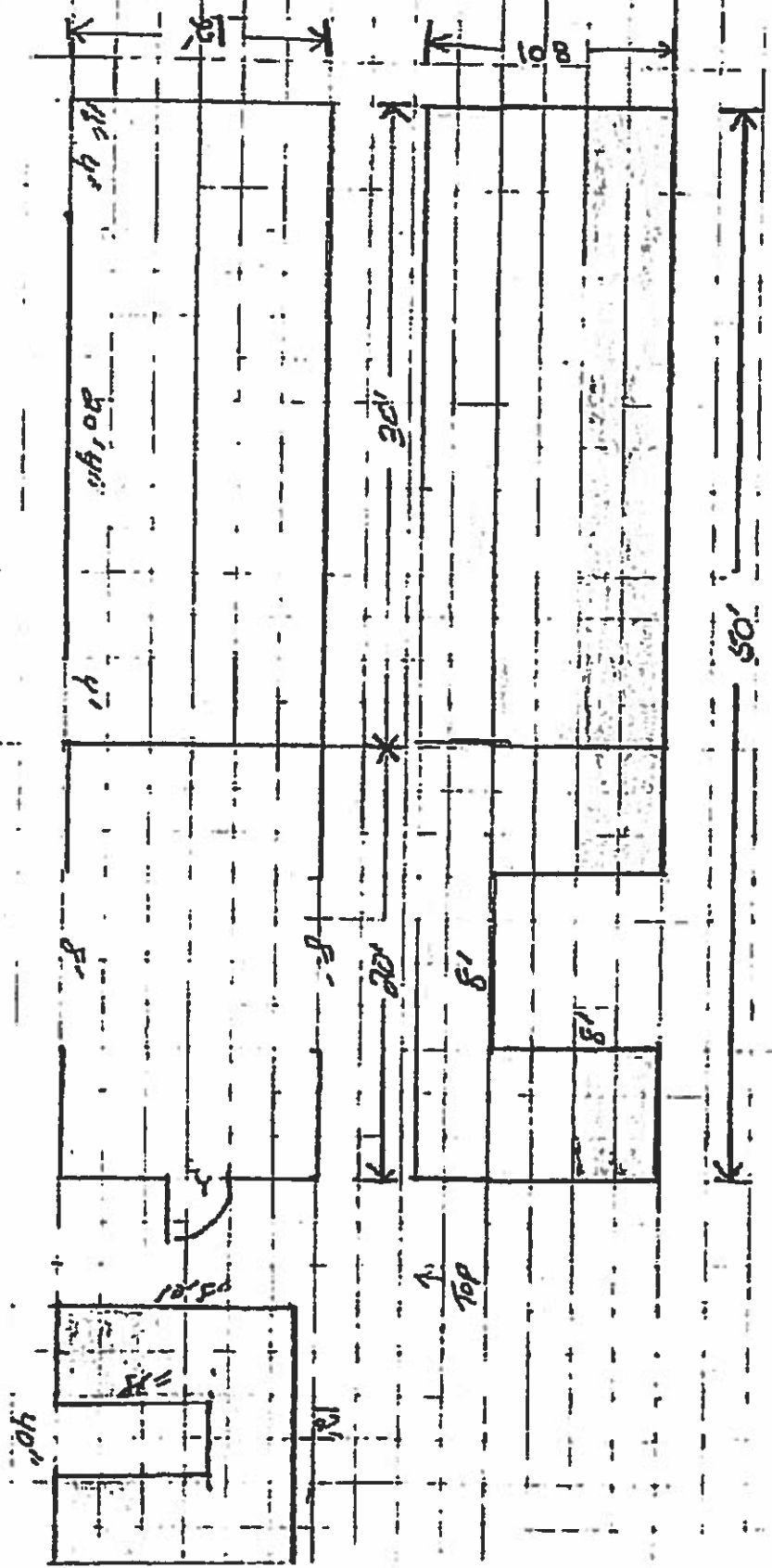
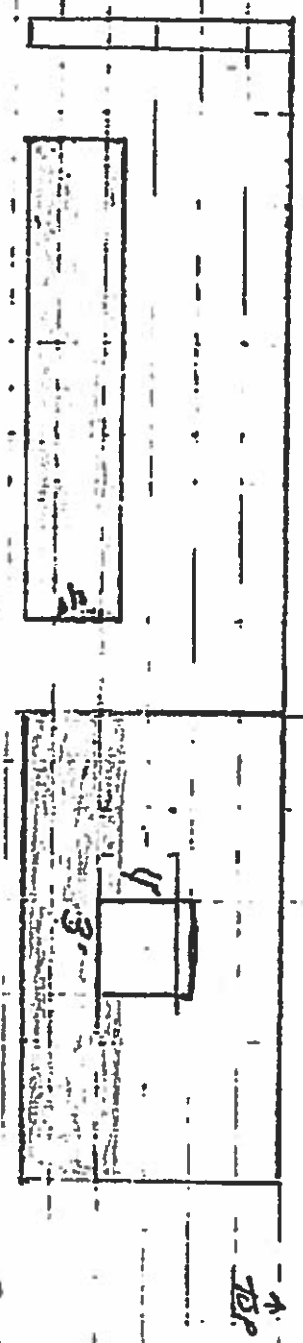
No down payment: Payment in full upon completion
Customer has 72 hours to cancel this agreement. This is Ohio State law

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

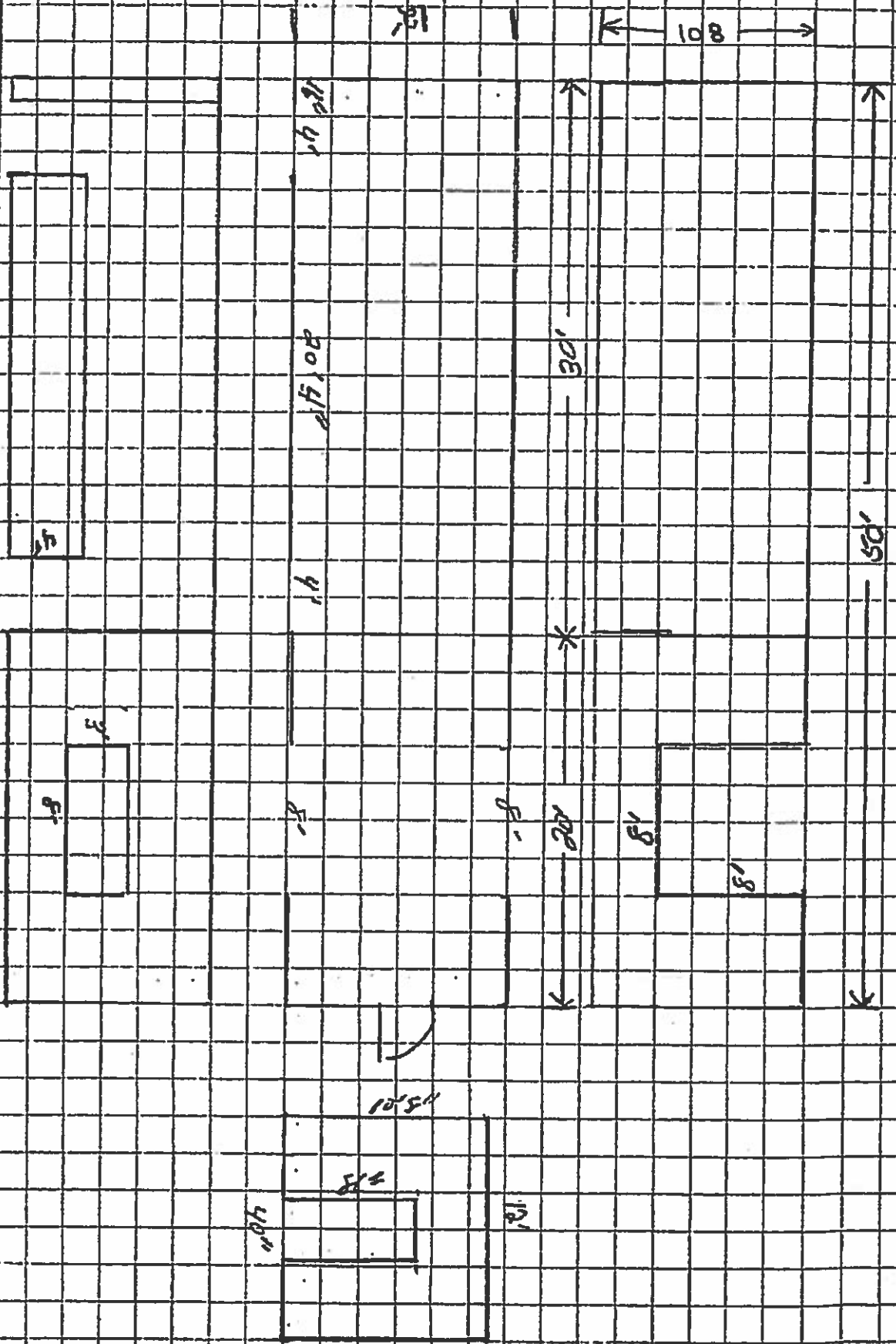
Signature _____
Date _____ Signature _____

CLARIFIED AREA SIDE VIEW

B



SOFTBALL Dugouts





ORDER TOLL FREE: 800.589.5895

CLEVELAND 4850 Willow Flwy Cleveland OH 44125 216.341.3500 Fax: 216.341.1872
ASRON-CANTON 7505 Fritchmont Ave N Canton OH 44720 330.464.7265 Fax: 330.494.7264

HOLLOW METAL DOORS AND FRAMES / WOOD DOORS / BUILDERS HARDWARE / TOILET ACCESSORIES / TOILET PARTITIONS / ACCESS CONTROL / SHOP FABRICATION

QUOTATION

Date: April 8, 2019	Quote #: Z040819D
Project: Baseball Dugout	Quoted By: Mike Rosario
To: Clearview Schools	Direct #: 216.658.2632
Attn: Mark	Email: mike_rosario@clevelandvicon.com
Email: mark.smarsh@clearviewschools.org	Page(s)
Fax #:	

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING

Qty Description

- 2 Metal frames, welded, 5-3/4" jamb, 3070 with 4" face header, prepped for hinges and ASA strike, galvanized and reinforced for closer, 16 gage, primed
- 2 Metal doors 18 gage 3070, flush, prepped for hinges and cylindrical lockbore, galvanized and insulated, primed
- 6 Ball bearing non removable pin hinges x stainless steel
- 2 Gasketing
- 2 Thresholds
- 2 Door sweeps
- 2 Latchguards
- 2 (Grade 1) heavy duty cylindrical lockbore 3580 WTN 260 (Classroom function) x Schlage C-keyway x 2 keys

Total for above material \$1,538.00

Deduct from grade 1 to grade 2 lockset \$60.00.
 Cost of freight to site on Cleveland Vicon truck \$75.00.
 Labor excluded.
 Prices do not include tax (8%).
 Painting of material by others.
 See attached sheet.

3-5 day lead time on frame, door and hinges.

TERMS AND CONDITIONS

****NET 30 DAYS** **NO TAXES ARE INCLUDED****

This quotation is valid for a period of 30 days and is based on delivery of all goods within 9 months after approval of the schedule. No installation is included in this quotation unless stated in the quotation. Price quoted is with the understanding that an approved schedule is received by us within 30 days after submittal, including all key requirements, or this quotation is subject to change. We will not accept backcharges unless agreed to in writing prior to a backcharge being made. Delivery and payment must be made as materials are received from our suppliers. Invoices not paid within 30 days shall be subject to 1 1/2% (18% Annual) service charge.

We will endeavor to meet your delivery requirements but cannot be liable for unavailability of materials through causes beyond our control. If your job is not ready for delivery of material, we will store and insure the goods at our warehouse at no additional cost provided you agree to make payment in full within 30 days from the date you are invoiced. Reasonable doubt of purchaser's financial responsibility shall entitle us to stop or decline the shipment or stop material in transit without liability until purchaser shall have paid for the material or satisfied us of his responsibility.

We thank you for the opportunity of submitting this proposal and hope we have the opportunity of fulfilling these requirements for you!

THE CLEVELAND VICON CO., INC.

ACCEPTANCE: PLEASE FILL IN COMPLETELY AND RETURN

The undersigned agrees to accept the above proposal that will create a binding contract.

First deliveries will be accepted on or after _____ . Deliveries to be completed by _____ .

COMPANY: _____ BY: _____ DATE: _____



15181 State Route 58
Oberlin, Ohio 44074

440.774.1051
440.986.6601
Fax 440.774.2144
www.lcjvs.com

Memo

To: Mike Collier
From: Megan Champagne
CC: Dave Rudisill
Date: August 1, 2019
Re: Clearview Dugout Project

This memo is to confirm that, per our conversations, LCJVS Masonry Trades students will provide labor for the Clearview dugout project. Details will be coordinated with the Masonry Trades instructor.

PRICES GOOD THRU DEC 31, 2019

RETURN POLICY:

Brick and Block are non-returnable items. All other stock items are subject to a 20% restocking charge if returned to our yard by customer. If jobsite pickup is requested, an additional charge will apply. Time to pickup will be at the discretion of the dispatcher based on prior commitments to his schedule. Special ordered items (if returned is permitted) are subject to the manufacturers return policy.

Consumers Builders Supply will charge a \$10.00 Fuel Surcharge for each delivery when fuel increases above \$2.50 per gallon.

Thanks again. We hope to hear from you soon.

Steve Holovacs
Consumers Builders Supply
t - (440) 277-9307
f - (440) 277-6878
c- (440) 308 - 5501

**COMMUNITY FOUNDATION
of Lorain County**

**AGREEMENT ESTABLISHING THE
CLEARVIEW LOCAL SCHOOLS – TOM HOCH MEMORIAL SCHOLARSHIP FUND**

THIS AGREEMENT is made on this 12th day of **August 2019** by and between **CLEARVIEW LOCAL SCHOOLS BOARD OF EDUCATION** (“Donor”) and Community Foundation of Lorain County (“Foundation”) to evidence the absolute transfer by the Donor of property to the Foundation for its public charitable, scientific, literary, and educational purposes. The purpose of this transfer is to establish a permanently endowed **SCHOOL SCHOLARSHIP FUND** to be administered in accordance with the provisions set forth below.

1. **Name of Fund.** The name of the School Scholarship Fund established with the property transferred is the **CLEARVIEW LOCAL SCHOOLS – TOM HOCH MEMORIAL SCHOLARSHIP FUND** (“Fund”).
2. **Contributions.** The Donor hereby irrevocably gives, assigns, and transfers to the Foundation for its charitable purposes the property described in EXHIBIT A attached hereto and made a part hereof. Said transfer is to create a permanent endowment with opportunity for the Donor and/or other supporters to make further contributions to the established Fund at any time. The Foundation hereby accepts the property transferred and affirms that it will hold, in perpetuity, such and any additional property transferred to the Fund.
3. **Administration.** The Foundation affirms that it will administer this Fund in accordance with the terms and subject to the conditions set forth by this agreement for school fund. The guidelines and procedures for such funds are described in the Foundation’s governing instruments, including its Articles of Incorporation, Code of Regulations, and Policies in effect, as amended from time to time. The Foundation will assess a reasonable fee to administer this Fund.
4. **Asset Management.** Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation.

5. Distributions and Purpose.

Distributions from the Fund shall be awarded annually on a competitive basis as a scholarship(s) to students chosen by Clearview Local School District in accordance with the criteria set forth in Exhibit B.

No grant distributions will be made until the Fund principal reaches the minimum payout level of \$10,000. Once the minimum payout level has been achieved, charitable distributions in amounts established by the Board's spending policy will be made periodically as determined by the Foundation's Board of Directors. All grants made by the Foundation from this Fund will acknowledge this Fund as their source, unless the donor requests anonymity.

In accordance with its "power of variance," the Foundation Board of Directors bears responsibility for redirecting distributions from this Fund if the Donor's stated intent becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the local community. In all such cases, the Foundation Board of Directors will seek an alternative use consistent with the Donor's charitable goals.

- 6. Fund not a Separate Trust.** The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the Federal Income Tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected. This Agreement will be interpreted in a manner consistent with the Federal Income Tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation's Board to conform to such provisions and regulations.
- 7. Irrevocable Gift.** The Donor understands and declares that this Agreement and the donations it represents are absolute and irrevocable and that, after the execution of this instrument, the Donor shall have no right, title, interest, or incidents of ownership in the property described in EXHIBIT A or any additional property transferred to this Fund. Further, the Donor shall have no unilateral right to alter, amend or terminate this agreement.

IN WITNESS WHEREOF this instrument has been executed by the Donor and on behalf of the Foundation on the day and year first above written.

Jerome Davis, Superintendent

Date

Mary Ann Nowak, Treasurer/CFO

Date

On Behalf of The Community Foundation of Lorain County:

Cynthia H. Andrews, President/CEO

Date

EXHIBIT A

Property contributed by:

CLEARVIEW LOCAL SCHOOLS BOARD OF EDUCATION

Donor

to the:

CLEARVIEW LOCAL SCHOOLS – TOM HOCH MEMORIAL SCHOLARSHIP FUND

of The Community Foundation of Lorain County

Pursuant to Establishment of Fund Agreement
executed the 12th day of August 2019

Property Description:

Gift amount \$ _____

Gift description or check # _____

Gift date received _____

Community Foundation of Lorain County will distribute an annual amount to the school district. Clearview Local School District agrees to distribute school funds in accordance with the following criteria.

EXHIBIT B

**PROCEDURES AND GUIDELINES FOR ADMINISTRATION OF
CLEARVIEW LOCAL SCHOOLS – TOM HOCH MEMORIAL SCHOLARSHIP FUND**

1. General Description of the Scholarship: Provides scholarships to Clearview Local Schools student athletes for post-secondary education.
2. Projected Number of Scholarships and Amount(s): Provides one (1) scholarship annually. However, as the Fund grows in assets through investment or further additions the school (with the approval of the Community Foundation) will be empowered to increase the number of awards and/or amount.
3. Criteria of Eligibility:
 - Student athlete pursuing post-secondary education
 - Demonstration of academic excellence and/or improvement
 - Demonstration of financial need
4. Selection Committee:
Selection committee will be named by the Clearview Local School District
5. Assurances
 - A. Subject to the Pension Protection Act of 2006, founding donors and their family members cannot comprise nor appoint a majority of the selection committee, and cannot act as the Chair of that committee.
 - B. Selection committee members will disclose all conflicts of interest and abstain from voting on any applications for which they have a conflict.
 - C. Selection decisions will be fair and impartial based on the criteria above, and every eligible student's application will be considered.

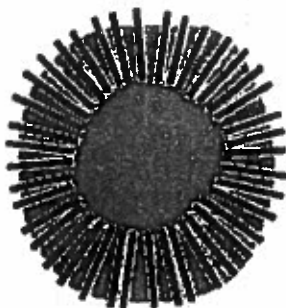
Received and approved by:

Jerome Davis, Superintendent

Date

Mary Ann Nowak, Treasurer/CFO

Date



EA education
alternatives

STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on _____, 2019, between Clearview Local School District (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and EDUCATION ALTERNATIVES, an Ohio nonprofit 501(c)(3) corporation, ("EA").

BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2019-2020 school year;

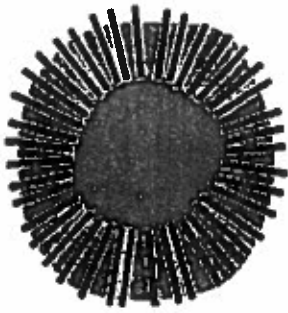
THE PARTIES AGREE AS FOLLOWS:

1. Scope Of Services: EA shall:

- a. Provide transportation services for the Districts' students, based upon the District's transportation needs during the Term of this Agreement; EA's transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

2. Representations And Warranties. EA represents and warrants that:

- a. EA's vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education's ongoing requirements of having a current driver's license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



3. **Term Of The Agreement.** This Agreement will commence August 26, 2019 and expire on June 30, 2020 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.

4. **Daily Rates, Billing And Payment.**

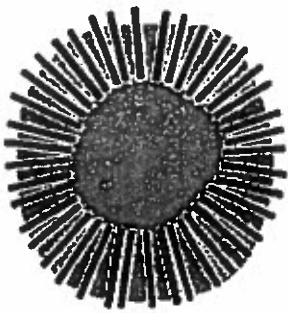
- a. The District shall compensate EA \$42.00 per day for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional \$65.00 per day.
- b. The District shall compensate EA an additional \$25.00 per day, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").
- c. The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
- d. EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
- e. In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.

5. **Insurance.**

- a. **General Corporate Liability.** During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. **Automobile Liability.** EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.

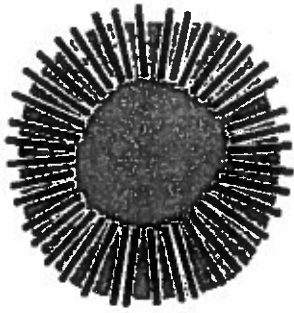
6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acting directly or indirectly for EA in connection with EA's performance under this Agreement.

7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain



employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.
9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.
11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.
12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.
13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.
14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By: _____

Gerald Swartz, Executive Director

THE DISTRICT

By: _____

Name: _____

Clearview Schools



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