

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

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Sheakley ("Sheakley"), located at One Sheakley Way, Cincinnati, OH 45246, hereby offers its services as consultants to Clearview Board of Education ("Participant"), located at 4700 Broadway Lorain, OH 44052, which includes enrollment into the Ohio Schools Council ("OSC") Group Retrospective Program ("Program") for the Program year January 1, 2021 to December 31, 2021, as well as administrative services for the same period, and is subject to renewal as stated hereafter.

Said services consist of:

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

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

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

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

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

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

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

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

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

Participant, if eligible and qualified, shall be eligible to participate in the Program for the plan year January 1, 2021 to December 31, 2021. Participant acknowledges and agrees OSC shall have no obligation to continue the Agreement or Participant's involvement in the Program for any successive year, and that current and continued participation shall be at the sole discretion of OSC and Sheakley.

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

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

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

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

Ohio Schools Council

Applicant/Participant: **Clearview Board of Education**

By \_\_\_\_\_

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

Title President

Title \_\_\_\_\_

Sheakley Fanny Adheakley  
By \_\_\_\_\_

Employer Policy No. 34750351

Email mary-ann.nowak@clearviewschools.org

Title CEO



\*17-709627\*

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



March 3, 2020  
Group Retrospective Program Invitation  
BWC Policy #34750351

Ms. Mary Ann Nowak  
Clearview Board of Education  
4700 Broadway  
Lorain, OH 44052

We are pleased to invite you to participate in the Group Retrospective (Retro) Rating Program for the 2021 rate year 1/1/2021 to 12/31/2021 with a projected refund of:

Refund %:	40%
Annual Premium (Individual):	\$58,444
Annual Premium (Standard):	\$50,399
Total Projected Refund:	\$20,160
Final Individual Premium for Program Year:	\$38,284

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!**

To enroll, return your paperwork to the following address by the deadline:

**Enrollment Deadline: Thursday July 30, 2020**  
**Email:** [rating@sheakley.com](mailto:rating@sheakley.com)  
**Mall:** Sheakley, Attention: Rating Team  
One Sheakley Way  
Cincinnati, OH 45246

**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.

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



# GROUP RETROSPECTIVE RATING PROGRAM

Savings Projection for Rate Year 1/1/2021 to 12/31/2021

BWC Policy # 34750351

**SHEAKLEY / Ohio Schools Council**

**Enrollment Deadline: Thursday July 30, 2020**

**Prepared for: Clearview Board of Education**

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

NCCI Code	Base Rate	Projected Annual Payroll	Projected Individual Rate 13%	Estimated Individual Premium
9434	0.0049	\$9,163,438	0.006378	\$58,444

-Your projected experience modification rate (EMR) is: 1.13

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

\*Above rates and estimated individual premium include BWC administrative costs and EM adjustment factor.



**PROJECTED REFUND: \$20,160**

Annual Service Fee: \$1,825

ayment is not due until you are invoiced by Sheakley.

Each group retro group administrator files a maximum premium assessment tolerance with the BWC. The assessment for Sheakley's group is capped at 15%, which means your maximum payment would be \$7,560 paid over three years, should circumstances beyond our control adversely impact the group. Because of this, Sheakley screens all applicants and only extends an offer to organizations that fit our conservative underwriting criteria.

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 participation;
- Outstanding BWC balances may result in ineligibility for program participation.
- Forms MUST be signed by an officer of the company and CANNOT be signed by the CPA/TPA.
- Participant agrees to disclose in full to Sheakley any organizational restructuring, including but not limited to having a relationship with a PEO, purchase or acquisition of any portion of business operations, assets, or employees from another business entity or BWC policy, and/or successorship imposed by the BWC. Enrollment into our group acknowledges acceptance of these terms. Any participant that is not in agreement with these terms must notify Sheakley prior to the application deadline so that said policy can be excluded from our group retro program.

This projection is based on current BWC data 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.

Exhibit VII A-4



Bureau of Workers' Compensation

Employer Statement for Group-Retrospective-Rating Program

Instructions

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

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

Employer name: Clearview Board of Education DBA - Clearview Local Schools
Telephone number: (440) 233-3801
BWC policy number: 34750351
Address: 4700 Broadway
City: Lorain
State: OH
Nine-digit ZIP code: 44052

Group-retrospective-rating program enrollment

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

This form supersedes any previously executed U-153.

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

I am a member of the Cincinnati USA Regional Chamber sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retrospective-Rating Program it sponsors for the policy year beginning January 1, 2021.

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

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

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

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

Ohio Schools Council
Name of sponsor or affiliate sponsor

39316028
Sponsor or affiliate sponsor policy number

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

Certification

(Officer name) certifies that he/she is the (Title) of
Clearview Board of Education, 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)



Memo:

To: OSC

From: TM

Date: 09.2.19

Re: Talking points for schools

1. **Lowest Price.** The new P4S offering for schools is the lowest price that we have ever offered.
2. **Smarter Options.** The energy only price + the added pass through costs is the cheapest option for schools because:
  - Eliminates utility risk management costs that are a premium embedded in an All-Inclusive price and passes those savings on to the district.
  - Enhances the strength of group purchasing and enables the best price to districts.
  - Reduces administrative costs and passes those savings along to the district.
  - Rewards energy efficiency, ensuring that districts only pay for what is actually used.
3. **Trusted Partner.** Power 4 Schools is a trusted partner. We have earned our reputation as tough negotiators on behalf of schools which is why we have grown to be Ohio's largest energy purchasing consortium.
4. **Added Security.** Power 4 Schools has also negotiated several important protective measures in our new contract. These include: 1) preserving your right to switch to renewable fuel; and 2) a full swing provision which means that you will have no penalties for changes in usage. We believe these protections and others make it a far superior offer than what you will find elsewhere.
5. **Flexibility.** If price stability is more important to you than lowest price, then contact us and we can offer you a customized all-inclusive solution to meet your needs.
6. **Guarantee.** If you have a written contract from another supplier, we will meet or beat their offering. In an apples to apples comparison, we are confident that we have a better deal and if we can't do it, then we will tell you up front.
7. **Don't be fooled.** Our new offering is so good that we are now seeing "sky is falling" scare tactics from brokers offering teaser one day quotes with low prices that don't last or telling you that this is too complicated. It isn't and we are here to make sure you understand everything and get the best deal for your school district.

Exhibit VII  
A-5

BOARD OF EDUCATION  
CLEARVIEW LOCAL SCHOOL DISTRICT  
COUNTY OF LORAIN, OHIO

Following is an excerpt from the minutes of a meeting of the Board of Education duly held on April 13, 2019 at 6:30\_o'clock p. m. at various locations through telephonic media with the following members present:

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Member \_\_\_\_\_ moved, seconded by member \_\_\_\_\_ that the following Resolution be adopted:

RESOLUTION

AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER ELECTRIC ENERGY SALES AGREEMENT BETWEEN THE DISTRICT AND POWER4SCHOOLS' ENDORSED ELECTRIC SUPPLIER, ENGIE RESOURCES LLC.

WHEREAS, the Ohio Schools Council, Ohio School Boards Association, Ohio Association of School Business Officials, and the Buckeye Association of School Administrators (the "Associations") each carries out cooperative purchase programs and promotes cooperative arrangements and agreements among its member school districts and government agencies or private persons; and

WHEREAS, the Associations collectively do business under the trade name "Power4Schools" ("P4S") for the purpose of endorsing competitive retail electric service ("CRES") providers to supply retail electric energy services to the Associations' members; and

WHEREAS, the members of, and other participating public schools associated with, the Associations desire to purchase retail electric energy services from the CRES provider that has received the endorsement of P4S, ENGIE Resources LLC ("ENGIE"); and

WHEREAS, the Board of Education (the "Board") of this School District (the "District"), as a member of one of the Associations, pursuant to this resolution desires to authorize the execution and delivery by the District of a Master Electric Energy Sales Agreement between the District and ENGIE (the "Power Sales Agreement"), pursuant to which the District, will purchase electricity generation for its school facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE CLEARVIEW LOCAL SCHOOL DISTRICT, COUNTY OF LORAIN, STATE OF OHIO, as follows:

**Section 1.** The Board authorizes and directs the Treasurer to execute and deliver, in the name of the District and on its behalf, the Power Sales Agreement, substantially in the form now on file with this Board, with any changes that are not inconsistent with this resolution and that may be acceptable to the Treasurer whose acceptance shall be conclusively evidenced by the execution of such document by the Treasurer.

**Section 2.** Monies adequate to pay amounts due under the Power Sales Agreement for the current fiscal year are hereby appropriated for that purpose.

**Section 3.** It is hereby found and determined that all formal actions of the Board concerning and relating to the adoption of this resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

After discussion, a roll call vote was taken and the results were:

Voting Aye: \_\_\_\_\_

Voting Nay: \_\_\_\_\_

The Resolution was adopted.

Board of Education  
Clearview Local School District

Lorain County, Ohio

By: Treasurer

Attest: \_\_\_\_\_



**Connect**  
 1885 Lake Avenue  
 Elyria, OH 44035  
 Phone: (440) 324-3185 FAX: (440) 324-6140  
 Contact: Rakar, Jeff

# Connect Quote

Quote # - **00436**

Clearview Board of Education  
 4700 Broadway Avenue  
 Lorain, OH 44052-5598

Clearview Local School District  
 IRN 048132  
 Contact \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Extension \_\_\_\_\_  
 FAX \_\_\_\_\_  
 Email \_\_\_\_\_

Date Initiated: 03/11/2020  
 Date Quote Sent: 03/11/2020

Description: Form 470 Application Number 200017391

**Location: Durling**

Quantity	Mfr. Part Code	Product	Unit Price	Line Total	Maintenance Plan	Maint. Price
2	SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	\$450.00	\$900.00	None	\$0.00
2	CAB-STK-E-1M=	Cisco StackWise Plus - Stacking cable - 3.3 ft - for	\$96.00	\$192.00	None	\$0.00
4	C2960X-STACK=	Cisco Spare FlexStack-Plus Hot-Swappable Stacking Module - For Stacking	\$543.00	\$2,172.00	None	\$0.00
2	EDU-C2960X48FPD-L	Cisco CATALYST 2960-X 48 GIGE POE 740W 2 X 10G	\$3,612.00	\$7,224.00	None	\$0.00
1	SMART1500LCD	Tripp Lite UPS Smart 1500VA 900W Rackmount Tower Battery Back Up	\$254.00	\$254.00	None	\$0.00
Subtotal Equipment for Durling:				\$10,742.00		\$0.00
2	NCC-INST-SW	Installation, Switch	\$200.00	\$400.00	None	\$0.00
Subtotal Installation for Durling:				\$400.00		\$0.00

**Location: High School**

Quantity	Mfr. Part Code	Product	Unit Price	Line Total	Maintenance Plan	Maint. Price
4	SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	\$450.00	\$1,800.00	None	\$0.00
3	C2960X-STACK=	Cisco Spare FlexStack-Plus Hot-Swappable Stacking Module - For Stacking	\$543.00	\$1,629.00	None	\$0.00
3	EDU-C2960X48FPD-L	Cisco CATALYST 2960-X 48 GIGE POE 740W 2 X 10G	\$3,612.00	\$10,836.00	None	\$0.00
1	SMART1500LCD	Tripp Lite UPS Smart 1500VA 900W Rackmount Tower Battery Back Up	\$254.00	\$254.00	None	\$0.00
Subtotal Equipment for High School:				\$14,519.00		\$0.00
3	NCC-INST-SW	Installation, Switch	\$200.00	\$600.00	None	\$0.00
Subtotal Installation for High School:				\$600.00		\$0.00

**Location: Vincent**

Quantity	Mfr. Part Code	Product	Unit Price	Line Total	Maintenance Plan	Maint. Price
4	SFP-10G-SR=	Cisco 10GBase-SR SFP+ Transceiver - 1 x 10GBase-SR	\$450.00	\$1,800.00	None	\$0.00
3	C2960X-STACK=	Cisco Spare FlexStack-Plus Hot-Swappable Stacking Module - For Stacking	\$543.00	\$1,629.00	None	\$0.00
3	EDU-C2960X48FPD-L	Cisco CATALYST 2960-X 48 GIGE POE 740W 2 X 10G	\$3,612.00	\$10,836.00	None	\$0.00
Subtotal Equipment for Vincent:				\$14,265.00		\$0.00
3	NCC-INST-SW	Installation, Switch	\$200.00	\$600.00	None	\$0.00

Exhibit VII A6

**Location: Vincent**

**Quantity Mfr. Part Code**

**Product**

**Maintenance Plan**

**Unit Price**

**Line Total**

**Maint. Price**

\$600.00

\$0.00

Subtotal Installation for Vincent:

# Connect Quote

Quote # - 00436

Connect  
 1885 Lake Avenue  
 Elyria, OH 44035  
 Phone: (440) 324-5777 FAX: (440) 324-6140  
 Contact: Rakar, Jeff

Date Initiated 03/11/2020  
 Date Quote Sent 03/11/2020

Description: Form 470 Application Number 200017391

Total All Line Items:	\$41,126.00
Sales Tax Amount:	\$0.00
Estimated Shipping:	\$0.00
Miscellaneous Charges:	\$0.00
<b>Total Quote Amount:</b>	<b>\$41,126.00</b>

*Prices from vendors are good for a period of 30 days and are subject to change without notice.  
 When acquiring equipment, shipping charges may be applicable and will be charged at cost.*

*I fully understand all recurring phone line charges, maintenance charges (if indicated YES above),  
 purchase prices, shipping charges and installation charges by signing below:*

\_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_ P/O # (Please Attach Purchase Order)

Installation of switches are optional. UPS will not be installed by connect.

Clearview Local School District
IRN 048132
Contact
Phone
Extension
FAX
Email

Clearview Board of Education
4700 Broadway Avenue
Lorain, OH 44052-5598

**Board Resolution Regarding  
Superintendent and Treasurer Authority**

The Board of Education of the Clearview Local Schools District, Lorain, County, Ohio, met on April 13, 2020 at 6:30 pm:

**Whereas**, on March 9, 2020, Governor DeWine declared a State of Emergency in Executive Order 2020-01D; and

**Whereas**, on March 11, 2020, the head of the World Health Organization declared COVID-19 a pandemic; and

**Whereas**, on March 22, 2020, the Director of Public Health issued a "Stay at Home" Order; and

**WHEREAS**, Governor Mike DeWine closed all Ohio schools from March 16, 2020, until at least May 1, 2020; and

**WHEREAS**, as a result of these events, and the transition to distance learning, the Superintendent and Treasurer have been required, and may be required in the near term, to take swift action in response to the pandemic, in order to continue providing instruction and nutrition to students; and

**WHEREAS**, the Board has adopted Policies DJ, DJA, DJA-R, DJC, DJF, DJF-R, DJH [re: purchasing authority] which authorizes approval of certain contracts and purchases using specific procedures and within certain limits.

**BE IT THEREFORE RESOLVED** that the Clearview Board of Education declares an emergency; and

**BE IT FURTHER RESOLVED** that the actions of the Superintendent and Treasurer, and their designees, with respect to the continuation of instruction and nutrition, to date, are ratified [as follows: may want to delineate actions]; and

**BE IT FUTHER RESOLVED** that the Superintendent and Treasurer, and their designees, are authorized to take emergency measures, make decisions using their best judgment in these unique circumstances, and to expend funds for

products and services needed to respond to this emergency in accordance with board policies and purchase orders already in place.

Clearview Board of Education President: \_\_\_\_\_

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