



**Educational Service Center of Lorain County
PRIMARY SERVICE AGREEMENT
2020 – 2021**

CLEARVIEW LOCAL SCHOOL DISTRICT

This County Service Agreement (“Agreement”) is made in Elyria, Lorain County, Ohio, by and between the Lorain County Educational Service Center (“Lorain ESC”) and Clearview Local School District Board of Education (“District”).

The District agrees to legislate (O.R.C. 3313.843 and 3313.845) per pupil deductions from their foundation payments computed by the Ohio Department of Education for services provided by Lorain ESC, should these deductions be allowed in Fiscal Year 2021.

I. SPECIALIZED DISTRICT SERVICES

Estimated total costs for fiscal year 2021 (if any) are reflected below. Total estimated costs are defined as the total amount expended during the 2020-21 school year in connection with these services and includes payroll and current benefit levels plus a 4% fiscal fee. Travel, conference expense and professional dues, supplies and equipment will be added as needed.

Title	Name	
Social Worker	D. Woodward-Davila	\$72,083.35

II. UNIVERSAL SERVICES

Estimated total costs for FY21 will be based on total number of participating districts and will be submitted in writing to the participating districts by August, 2020.

Consortium Pricing

✓		SERVICE	#OF DAYS/SLOTS
✓	A.	Gifted/Talented Supervisory Services	
✓	B.	Speech and Language Supervisory Services	
✓	C.	Audiological Services	
✓	D.	PEP Assist	
	E.	Behavioral Specialist Support Services	
	F.	Student Wellness Coordinator	
	G.	Marketing Specialist	
	H.	Parent Mentor Services	
✓	I.	Attendance Officer	
✓	J.	Transition Coordinator	2 days
	K.	Project Search	
✓	L.	Occupational Therapist	3 days
	M.	Physical Therapist	
	N.	Social Worker	

Hourly Service Pricing

For services purchased by the hour, on an as-needed basis, billing will include planning, direct service, consultation, meeting attendance, material production, and travel time.

✓		SERVICE
✓	A.	Vision Impaired Specialist/Orientation & Mobility \$92.00 per hour
✓	B.	Speech Language Pathologist for JVS Students \$75.00 per hour

Speech Language Pathologists are billed quarterly at \$75 per hour for services given to students attending the Lorain County JVS. Depending on case load the SLP may or may not have time to provide 3 year re-evaluations for students who are not on the SLP's caseload. District will be billed for evaluation, report writing and attendance at meetings if the JVS SLP is involved. If an initial evaluation is requested by a participating district we reserve the right to request it send the district SLP to conduct the testing/evaluation unless JVS SLP has time available. If JVS SLP provides testing, etc, the district will be billed for testing and all related services.

III. EDUCATIONAL PROGRAMS

Pathways to Success

Pathways to Success Program is billed at the beginning of the first semester and again at the beginning of the second semester. If no slots are selected on this contract and then requested later in the year, a 20% surcharge will apply. There will also be an additional 20% fee charged for any student placed in the Program that is currently on an Individualized Education Program (I.E.P.) Any costs not covered by the per space fee will be billed proportionately per placement to each participating district. Slots selected, if available, after the beginning of the second semester, will be billed one half of the full tuition cost, plus any applicable fees and surcharges. The district agrees to accept the grades issued by the Pathways to Success Program.

A. Grades 5 – 8

 0 Number of slots purchased

B. Grades 9 -12 students will be monitored while completing courses on-line.

 0 Number of slots purchased

Consortium Preschool Education Program

All preschool education costs, including a 2% fiscal fee, shall be apportioned on a per pupil/per day participation basis and billed on a monthly basis from September thru June, with the following exceptions:

1. Due process hearing costs will be paid by the district for which the hearing is conducted, including but not limited to legal fees.
2. Special needs equipment purchased specifically for a student within one district shall be reimbursed by that district.
3. Special needs equipment purchased specifically for a student within one district, but is subsequently used by others, shall be reimbursed on a per pupil basis up to a maximum of \$300.
4. Transportation costs (busing, payment in lieu of, etc.) of preschool students to a site-based program shall be borne by the local school district.
5. Costs associated with services provided to a preschool student above State minimum standards shall be borne by local school district, unless agreed to by the Lorain ESC.

District agrees to participate in the Consortium Preschool Education Program.

IV. PROFESSIONAL DEVELOPMENT

Northern Ohio Research & Training Hub (NORT²H)

Fees are paid annually based on the fee schedule below to the Lorain ESC.

PACKAGE	DAYS	RATE	SELECTION
DAILY	1 -10 days	\$995 per day	
SILVER	12 days	\$9,925	
GOLD	15 days	\$12,625	
PLATINUM	18 days	\$15,325	
SUSTAINED COACHING	35 days	\$29,920	

Other Professional Development Services

SERVICE	#OF DAYS
Literacy Consulting/Coaching Specialist	
Academic Coaching (Content Area, PBIS, Literacy, Classroom Mgmt)	
Instruction Technology Coaching	
Technology Vertical Alignment	
School District Technology Strategic Planning	
Media Center to Makerspace Redesign	
Projected AR Digital Innovation/Signage	
Support for Teachers on Improvement Plans	
Project Based Learning Training & Sustained Support	
STEM Pathway Exploration	
First Year Teacher Technology Fast Track	

ESC employees \$600/day member, \$800/day non-member. Rate for specialized consultants to be determined.

V. SPECIALIZED PROFESSIONAL DEVELOPMENT

Consortium Professional Development (\$2.50 x ADM) | N/A non-member districts

IN CONSIDERATION OF THE PROGRAMS AND SERVICES designated herein to be provided by the Lorain ESC, the District agrees to pay the Lorain ESC for the programs and services requested in accordance with the descriptions

above and Paragraphs 1,2,3,4 and 5 below:

1. Unless otherwise stated above, costs for services shall be invoiced on a monthly basis with final costs to be billed prior to August 31, 2021 with an adjusted amount due or credited based on total actual costs. Said costs shall include the pro-rata share as divided between the participating districts of the cost of employee salary, leave, substitute personnel, severance, retirement, SERS surcharge (if any), Medicare, health benefits, workers compensation, unemployment compensation, severance, liability insurance, life insurance and other position direct costs. The district receiving the services shall be liable for their proportionate share of and any subsequent unemployment compensation or severance claim made by an employee assigned to the district.
2. The Lorain ESC reserves the right to cancel any one or all of the services and programs listed in this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the District by the Lorain ESC.
3. The District, in consideration for the services and programs contracted for above, agrees to provide written notice to Lorain ESC of its desire to withdraw from participation in any one or more of the programs and services contracted for. Such withdrawal notice shall be sent to the attention of the Lorain ESC Superintendent at 1885 Lake Avenue, Elyria, Ohio 44035 via certified mail or other verified form of delivery. Such withdrawal notice, if received by the Lorain ESC, shall operate to eliminate for the succeeding school year, all contractual obligation of the parties with respect to the programs or services which are included in the notice of withdrawal.
4. All bills and statements for the programs and services contracted herein by the District shall be due and payable not more than thirty (30) days from the date of mailing of the bill or statement by the Lorain ESC.
5. Ohio Medicaid School Program provisions.
 - a. The parties to this contract agree to comply with all provisions of State and Federal law as applicable, including but not limited to the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
 - b. The parties expressly agree and acknowledge that upon reasonable request representatives of the U.S. Department of Human Services, the Ohio Department of Medicaid, the Ohio Department of Education, or their designee(s) shall have access to the parties' books, documents, and records.
 - c. The parties represent and warrant that they and their principals are not suspended or debarred. The parties further represent and warrant that their representatives signing below have full authority to execute this contract on behalf of the respective party.

District Board of Education requires approval of subsequent agreements for new or revised services YES NO

Clearview Local School District Board of Education:

Educational Service Center of Lorain County:

Board President

Governing Board President

Treasurer

Treasurer

Superintendent

Superintendent

Date: _____

Date: _____



MASTER SERVICE AGREEMENT

BETWEEN

META SOLUTIONS

AND

CLEARVIEW LOCAL SCHOOL DISTRICT

DATE:



MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (hereinafter the "Agreement") is made this the _____ day of _____, 20____ between META Solutions, an Ohio Regional Council of Government whose principal office is located at 100 Executive Drive Marion, OH 43302 (hereinafter "META") and Clearview Local School District whose address is 4700 Broadway Avenue, Lorain, Ohio 44052 (hereinafter "Owner"), (each a "party" and together "parties").

WHEREAS, META is an information technology center comprised of a consortium of member school districts (hereinafter the Member Districts") and is organized as a regional council of government as defined in Ohio Rev. Code Chapter 167;

WHEREAS, Owner is an organization authorized by the Ohio Department of Education to utilize services of an information technology center; and

WHEREAS, Owner is a Member District of META as defined in META's Constitution.

NOW, THEREFORE, for the agreements outlined herein and other good and valuable consideration the parties hereby agree as follows:

1.0 **Responsibilities of META.**

1.1 META shall perform all work and do all things necessary to perform the information technology services on behalf of Owner, as described in Schedule I attached hereto and identified as "Services Manifest", which includes the scope of the work and other particulars with respect to the information technology services as more fully laid out in this section of the Agreement (hereinafter referred to as the "Services"). Services shall be provided in conformity with the policies of META generally applicable to recipients of similar services, as such policies currently exist or are hereafter adopted or amended.

1.2 META shall provide Owner with sufficient training opportunities as necessary for the Owner to effectively utilize the Services, based upon mutual agreement between the parties.

1.3 META will be the point of contact for all service problems experienced by Owner related to the provision of Services. If Education Management Information System ("EMIS") Services are provided as included Services under this Agreement, META will work with Owner to fix EMIS fatal errors that may be generated regarding Owner's data.

1.4 META will comply with any security standards necessary to meet state and federal auditing requirements.

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to



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Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner's agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner's execution of a separate agreement with META concerning the same.

1.7 META reserves the right to discontinue Owner's access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties' expectations regarding the Owner's conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.¹ META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

2.0 Responsibilities of Owner.

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

2.4 If data conversion is necessary in the course of providing Services and available from META, Owner shall pay META for data conversion costs as billed by META or, alternatively,

¹ OAC 3301-3-01 (B)(5), Effective 05/22/2010



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Owner agrees to procure the necessary data conversion services from a third party vendor within a reasonable amount of time.

2.5 Except as specifically provided in this Agreement, Owner shall be responsible for maintaining the hardware and connections necessary to access the Services provided under this Agreement, including internet access, Local Area Networks, and other utilities as needed.

2.6 Owner shall not resell access to any of the Services provided under this Agreement.

2.7 Owner may utilize the Services provided hereunder only for educational and educational administrative-related services.

2.8 If requested for an audit of META or its Services, Owner will, to the fullest extent permissible under the law, provide such information as META or its auditors may request.

2.9 Owner shall be solely responsible for unauthorized access to the Services or data.

2.10 META will require current written authorization from Owner authorizing user access to, or the discontinuance of access to, username and password protected data.

2.11 Owner understands and agrees that, except as required by state and federal regulations, META will exercise no control over the information that Owner and its users may transmit and receive as a result of the provision of Services by META. Owner assumes full responsibility for any and all access to, transmission, and usage information accessed or sent by its users through the Services.

2.12 Owner understands and agrees that META shall have no responsibility for the Owner's or its users' accessing or transmitting offensive or unlawful information, interference, or unlawful access to others' information or networks, or other offense or unlawful activity for which the Services may be used.

2.13 Any violation of these requirements of Owner contained in this Agreement, the rules and regulations of the State Board of Education, federal law, or state law, or for knowingly permitting or encouraging unauthorized access to the Services may result in termination of Services to Owner and/or could result in legal action against Owner.

3.0 **The Contract Documents.** The Contract Documents consist of this Agreement and any Exhibits attached hereto, and META's Constitution, META's Bylaws, and any agreements with third-parties which currently impact the Services to be provided under this Agreement. These documents shall be a part of this Agreement as if attached to this Agreement or repeated herein. META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.



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4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2020 and shall continue until June 30, 2021, (hereinafter the "Contract Term") subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

5.0 **Contract Price and Payment by Member Districts.**

5.1 META is specifically authorized to bill and collect monies for the Services provided directly to and from Owner. Owner shall pay a fee of \$16.75 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the "Contract Price") along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.

5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META's sole discretion may elect to either 1. Suspend the Services of Owner until Owner has paid its balance in full; or 2. Permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.

6.0 **META's Responsibilities and Warranties.**

6.1 OWNER EXPRESSLY AGREES THAT USE OF META'S SERVICES UNDER THIS AGREEMENT ARE AT OWNER'S SOLE RISK. OWNER ALSO EXPRESSLY AGREES THAT THESE SERVICES ARE PROVIDED ON (a) AN "AS IS," "AS AVAILABLE" BASIS



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WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (b) NO ADVICE GIVEN BY META'S EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE EMPLOYEES OF META'S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND; and (c) UPLOADING, DOWNLOADING, STORING, TRANSMITTING, AND OTHERWISE ACCESSING OR DISTRIBUTING INFORMATION VIA THE SERVICES BY MEMBER DISTRICTS AND/OR THEIR USERS IS AT MEMBER DISTRICT'S OWN RISK.

6.2 OWNER ALSO EXPRESSLY AGREES THAT META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META'S SERVICES BY OWNER OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY THE MEMBER DISTRICTS IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

6.3 META shall not be liable for failure to provide Services if such failure is caused by any cause outside of META's control, acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.

6.4 META shall not be liable as a result of the actions, errors, omissions, or negligence of Owner or its personnel, employees, agents, or users.

6.5 META shall not be liable with regards to third parties for any action, error, omission, or negligence of Owner and/or its users.

7.0 **Changes in the Services.** There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.



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8.0 **Indemnification.** To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 **Ownership of Property.**

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 **Confidentiality.** META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 **Termination by Owner.** If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of such written notice, META shall have thirty (30) days to conform its behavior to meet the requirements of this Agreement. In the event that META is still in breach of this Agreement at the expiration of this thirty (30) day period without reasonable cause, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement.

12.0 **Effect of Termination by Owner.** In the event that Owner decides to terminate this Agreement pursuant to Section 4.0 or Section 11.0 of this Agreement, then, upon such termination,



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Owner shall immediately withdraw as a Member District of META in accordance with META's Constitution and Bylaws.

13.0 **Assignment.** This Agreement and Owner's rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of META.

14.0 **Miscellaneous Provisions.**

14.1 This Agreement shall be construed in accordance with, and governed by, the laws of the state of Ohio. The parties agree that any action brought by either party against the other in state court shall be properly venued only in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venued only in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

14.2 There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

14.3 This Agreement along with all exhibits attached hereto and other Contract Documents represents the entire agreement between the parties on this subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. If any of the provisions contained in this Agreement, as amended from time to time, are inconsistent with the provisions of the other Contract Documents, then the provisions of this Agreement, as amended, shall prevail.

14.4 The obligations, warranties, and representations of either party under this Agreement that are of a continuing nature shall survive expiration or termination of this Agreement, unless otherwise explicitly agreed to in the Contract Documents or by operation of law.

14.5 No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as



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closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

14.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

14.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

14.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

15.0 **Signatures.** By signing this Agreement, the individuals indicate all of the following:

15.1 They are authorized to sign on behalf of their respective entities; and

15.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

15.3 All information provided in connection with this Agreement is true and accurate; and

15.4 This Agreement has been approved by formal action of the Board of the respective party; and

15.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.

{Signature Page Follows}



MASTER SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

FOR OWNER:

Clearview Local School

Authorized Signature

Date

Printed name of Authorized Signature

META Solutions

Ashley Widby

Digitally signed by Ashley Widby
Date: 2020.02.03 14:49:25 -05'00'

Authorized Signature

Date

Printed name of Authorized Signature

3625832.1 : 10044 00004



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

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

CONSTITUTION OF META

- I. **Name of Association.** The name of the group composed of all Members and formerly known as the "Tri-Rivers Educational Computer Association" ("TRECA") henceforth shall be META (herein also referred to as "the Association").
- II. **Purpose & Powers**
- A. META is a product of the merger of TRECA, MEC, SEOVEC and MDECA, as described in the Merger Agreement entered into between TRECA, MEC, SEOVEC and MDECA ("Merger Agreement") and the Asset Purchase Agreement entered into with SCOCA. META subsumes and integrates in a single entity the formerly-distinct functions, membership, and personnel of MEC, TRECA, SEOVEC, SCOCA and MDECA.
- B. META has a number of core purposes, among which is the establishment and operation of an efficient, economic computer system that serves the needs of its Members. In this regard, META operates as, and has all the powers of, a Data Acquisition Site/Information Technology Center pursuant to applicable provisions of the Ohio Revised Code, including but not limited to Section 3301.075, and applicable provisions of the Ohio Administrative Code, including but not limited to 3301-3-02, 3301-3-06, and 3301-3-07.
- C. META is also a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code. In this capacity, META seeks to identify, develop, and provide to Members and non-members innovative educational and technological services and products, as well as expanded opportunities for cooperative purchasing. As a Regional Council of Governments, META has the power to:
1. Study such area governmental problems common to two or more Members of META as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development;
 2. Promote cooperative arrangements and coordinate action among its Members, and between its Members and other agencies of local or state governments, whether or not within Ohio, and the federal government;
 3. Make recommendations for review and action to the Members and other public agencies that perform functions within the region;
 4. Promote cooperative agreements and contracts among its Members or other governmental agencies and private persons, corporations, or agencies;
 5. Perform planning directly by META personnel, or under contracts between META and other public or private planning agencies;
 6. Review, evaluate, comment upon, and make recommendations, relative to the planning and programming, and the location, financing, and scheduling of public facility projects within the region and affecting the development of the area;
 7. Act as an area wide agency to perform comprehensive planning for the programming, locating, financing, and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land

- development or uses, which projects or uses have public metropolitan wide or interjurisdictional significance;
8. Act as an agency for coordinating, based on metropolitan wide comprehensive planning and programming, local public policies, and activities affecting the development of the region or area;
 9. By appropriate action of the governing bodies of the Members, perform such other functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with problems of mutual concern;
 10. Contract with the appropriate officials, authorities, boards, or bodies of counties, municipal corporations, townships, special districts, school districts, or other political subdivisions to provide any service or to receive any service from such entities. Such contracts may also authorize META to perform any function or render any service in behalf of such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions, which such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may perform or render;
 11. Acquire, construct, and otherwise improve real and personal property to be used by or for the benefit of META or one or more of its Members. The acquisition, construction, and improvement may be financed by cash, installment payments with or without a mortgage, lease-purchase agreements, leases with an option to purchase, or securities issued pursuant to section 167.101 of the Revised Code.
- D. META additionally has all other powers permitted by law and authorized by its Board of Directors.

III. Membership

- A. Classification of Membership. There shall be two classifications of Membership: Full Membership and Associate Membership.
- B. Qualifications for Full Membership
 1. A Full Member is a city, county, exempted village, local, joint vocational, or cooperative education school district or educational service center that meets the qualifications set forth in this section.
 2. Conditions of Full Membership. Full Members shall meet the following conditions:
 - a. have executed a resolution on the part of the board of education or equivalent governing body accepting this Constitution and applicable By-Laws;
 - b. have executed an agreement for, and/or otherwise subscribed to
 - i. both fiscal services and state-mandated data reporting services (EMIS) offered by META, or
 - ii. at least two of the three Core Services (as defined in section 3301-3-01 of the Ohio Administrative Code) offered by META;

- c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, or according to Section 2, Paragraph 2.3 specified in the Asset Purchase Agreement, an "active member" or "associate member" of META, as defined in the META constitution in effect at such time;
- d. hold the appropriate permit as defined in paragraph (B) of Ohio Administrative Code 3301-3-03;
- e. receive funding from the Ohio Department of Education for the type of services META is to provide to the Full Member. A Full Member shall be provisionally admitted contingent on approval of the Ohio Department of Education for such funding; and
- f. have currently paid all dues, assessments, and fees, both initial and as applicable, as established by META's Board of Directors, except that no current or former TRECA, MEC, SEOVEC, SCOCA or MDECA member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Full Member to, MEC.

C. Qualifications for Associate Membership

1. An Associate Member is a school district that does not meet the definition of Full Member or a community school, charter school, parochial school or any other educationally related entity or other political subdivision, and any other intragovernmental agencies including counties, municipal corporations, townships, or special districts, of this state, to the extent that such laws of the other state permit, approved and accepted by the META Board of Directors, that meets the qualifications set forth in this section.
2. Conditions of Associate Membership. Associate Members shall meet the following conditions:
 - a. have executed a resolution on the part of the board of directors or equivalent governing body accepting this Constitution and applicable By-Laws;
 - b. have executed an agreement for, and/or otherwise subscribed to, services offered by META, as well as agreed to pay all dues, assessments and the like, both initial and reoccurring as applicable, as established by META's Board of Directors, except that no current or former TRECA, MEC, SEOVEC, SCOCA or MDECA member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Member to, TRECA, MEC, SEOVEC, SCOCA and MDECA; and
 - c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, or according to Section 2, Paragraph 2.3 specified in the Asset Purchase Agreement, an "affiliate" of MEC, as defined in the MEC constitution in effect at such time.
 - d. Associate Members which are not political subdivisions shall have contractual rights under their respective service agreements but shall not be deemed to be constituent members of META within the meaning of Chapter 167 of the Ohio Revised Code, relating to regional councils of governments; provided,

however, that those Associate Members which are receiving Core Services from META shall have the rights of participation in governance as set forth in Article IV of this Constitution. Associate Members shall otherwise be subject to all provisions of the META Constitution and By-Laws relating to members, unless specifically excluded therefrom.

D. Withdrawal of Membership

1. A member school district may withdraw effective June 30, of a year, if written notice of intent to withdraw is provided to the Board of Directors by July 1, of the year prior to the intended effective date. This date and twelve-month time period is set to ensure continuity of programs and fiscal responsibility. The financial obligation during the 12-month period prior to the withdrawal date shall be the normal charges, per the current Basic Fee Schedule, assuming usual district utilization of services throughout the entire withdrawal period. In the absence of normal district utilization of services throughout the entire withdrawal period, the financial obligation shall be based upon utilization during the last 12-month period of actual normal district utilization per the current Basic Fee Schedule and policy of the Board of Directors. A withdrawing district shall also be responsible for any prorata portion of long-term debt previously incurred by the Association on behalf of the district, as determined by the Board of Directors.
2. The META Board of Directors, in its sole discretion, may grant an expedited withdraw and/or waive the notification requirements for a withdrawing Member so long as said Member is not delinquent in its payments of any and all dues, assessments and the like through the term of its membership.
3. Any decision to withdraw from META must be made by duly adopted resolution of the board of education or equivalent governing body of the Member.

E. Disqualification. A Member may be disqualified from Membership if two-thirds of the Board of Directors votes in favor of such disqualification. The services and benefits furnished by META shall be withdrawn at any time within 180 days following notification of such disqualification at the discretion of the Board. Upon disqualification, the disqualified Member shall be liable for all dues, assessments and the like incurred through the Board determined disqualification date.

F. Effect of Withdraw or Disqualification. A Member that withdraws or is disqualified must return to META any equipment furnished to the Member by TRECA, MEC, SEOVEC, SCOCA, MDECA or the Association but not owned by the Member in as good a condition as when received by the Member, less normal wear. Such Member shall be liable for all obligations incurred by the Member.

G. A member that withdraws or is disqualified will be liable for all costs and obligations of any other outstanding contractual agreements, i.e. VOIP, wireless connectivity.

IV. General Assembly

A. Purpose and Powers

1. The General Assembly shall be established from the Full Members and those Associate Members receiving Core Services of the for the purpose of serving as a deliberative and advisory body of the Association.
2. The sole authority of the General Assembly is to discuss and may make recommendations to the Board of Directors regarding the following subjects:
 - a. services rendered by the Association;
 - b. a Basic Fee Schedule;

- c. new Association ventures;
 - d. the election of officers as provided in the By-Laws;
 - e. the annual estimate and apportionment of Association Costs;
 - f. the annual Association budget; and
 - g. other matters referred to the General Assembly by the Board of Directors or Chief Executive Officer.
- B. Delegates. Each Member described in Section A.1 of this Article shall be entitled to one delegate in the General Assembly. In every instance, the Member's superintendent (or equivalent official) or his/her designee shall serve as the Member's Delegate to the Assembly.
- C. Meetings. The General Assembly shall be convened to meet and discuss the business and operations of the Association on an annual basis at a time and place as determined by META's Board of Directors. Member's Delegates will receive advance notice of the date, time and place of meetings of the General Assembly.
- V. **Board of Directors.** The Board of Directors shall be the governing body of META.
- A. The Board of Directors shall consist of thirteen (13) voting Directors, each a superintendent or business official (treasurer, technology officer or business manager) representing a different Full Member of META. Thereafter, the voting members of the Board of Directors shall be the superintendents or business officials of thirteen (13) Full Members of META that constitute a representative sampling of Full Members and are committed to the ideals embodied by the Association, selected pursuant to methods determined by the Board of Directors. All five regions (Athens, Columbus, Dayton, Marion and Piketon) may be represented on the Board with two members for each region and three at-large members.
- 1. The Board of Directors shall fill any vacancies on the Board through a majority member vote.
 - 2. The Board of Directors shall be limited to terms of five consecutive years.
 - 3. The Board of Directors shall also include such non-voting ex-officio Directors as are provided for in the Constitution and Bylaws.
 - 4. Subject to the limitations expressed in paragraph (B) below, the composition of the Board of Directors may be expanded by the Board of Directors.
- B. Only the superintendent or business officials of the board of education of a Full Member is eligible to serve as a voting Director of the Board of Directors. All persons serving as voting Directors of the Board of Directors shall serve without compensation. Only voting Directors of the Board of Directors have the right to present motions or cast votes on issues coming before the Board of Directors.
- C. Each December, the Board of Directors shall elect new officers to serve for the upcoming calendar year.
- D. The President shall be elected by the Board of Directors and shall serve as President of the Board of Directors. The Vice-President shall be elected by the Board of Directors and shall serve as Vice-President of the Board of Directors.
- E. The Chief Executive Officer shall serve as a non-voting ex-officio member of the Board of Directors.
- F. Except as provided herein, a quorum of a meeting of the Board of Directors shall consist of a majority of the voting Directors of the Board of Directors. Except as otherwise provided herein, any action of the Board of Directors provided for in this

Constitution or the By-Laws may be taken upon a majority vote of the Directors voting at any meeting of the Board of Directors at which a quorum is present.

- G. If a vacancy occurs on the Board of Directors, the remaining voting Directors, upon the recommendation of the Chief Executive Officer, shall choose and appoint a replacement voting Director to fill the vacancy.
- H. The Board of Directors shall
 - 1. approve new Association ventures;
 - 2. approve and amend the annual Association budget;
 - 3. approve a Basic Fee Schedule;
 - 4. approve the annual estimate and apportionment of Association Costs;
 - 5. elect officers as provided in the By-Laws;
 - 6. amend the Association Constitution;
 - 7. call the General Assembly together as needed; and/or
 - 8. act on any other matter related to the business of the Association.
- H. Each new Board Member shall participate in a training program to be trained in the services provided by META and their duties as a Board Member.
- I. Officers
 - 1. President. The President shall:
 - a. preside at all meetings of the Board of Directors;
 - b. work with the Chief Executive Officer to see that an annual report is prepared on activities of the Association's ventures, present it to the Board of Directors and distribute it to the Members; and
 - c. provide liaison between Members and the Board of Directors concerning operations of the Association in the interim between board meetings.
 - 2. Vice-President. The Vice President shall:
 - a. preside in the absence of the President;
 - b. serve as Vice-President of the Board of Directors; and
 - c. succeed to the office of President, should it be vacated before the end of the term.

VI. Dues and Assessments. The Board of Directors shall establish Membership dues and other assessments, including but not limited to the Association costs.

VII. Amendments to the Constitution

- A. The Chief Executive Officer shall notify General Assembly Delegates of any proposed amendment to this Constitution at least five days before the vote of the Board of Directors on said amendment.
- B. The Board of Directors shall have the authority to approve, revise, or reject any amendment to this Constitution presented to the General Assembly Delegates in accordance with the preceding paragraph. The approval of two-thirds (2/3) of the total number of voting Directors of the Board of Directors shall be required for the adoption of an amendment as submitted or revised

VIII. By-Laws. The Board of Directors shall have the authority to approve, revise, or reject any amendment to the By-Laws by a majority vote of the Directors voting at any meeting of the Board of Directors at which a quorum is present, provided all Directors have been given a written copy of any such proposed change at least three (3) days prior to the meeting.

IX. Fiscal Operations

A. Fiscal Officer

1. The Fiscal Officer of META is the Chief Financial Officer (CFO). The Chief Financial Officer shall be appointed by the Board of Directors and shall report to the Board of Directors. The CFO shall perform those duties:
 - a. of a fiscal officer of a Regional Council of Governments, as set forth in the Ohio Revised Code, Section 167.04;
 - b. of a fiscal agent of an ITC, as set forth in the Ohio Administrative Code Section 3301-3-07(B)(1)(a)(ii), as applicable; and
 - c. described in the Job Description for this position.

The Chief Financial Officer shall have appropriate experience as deemed by the board of directors. The Board of Directors shall obtain appropriate Employee Theft Coverage that includes coverage for the CFO.

2. Performance of Duties. The Fiscal Officer shall perform all fiscal functions for META. When performing fiscal operations for META, the Fiscal Officer shall be responsible for any or all financial transactions or other activities associated with META, shall maintain financial accounting records of data acquisition site/information technology center activities separately in a manner capable of being audited, and shall hold, in the name of META, title to equipment owned by META. All financial transactions and accounting procedures shall be performed in compliance with all applicable provisions of the Ohio Revised Code, Chapter 3301-3 of the Ohio Administrative Code and requirements of the Auditor of State.

B. Change of Fiscal Officer

1. In the event of the Fiscal Officer's resignation, incapacitation or discharge, the Board of Directors shall appoint by a majority vote, a qualified replacement; or
2. In the event that the Board of Directors determines that the fiscal agent duties should be transferred from the Chief Financial Officer to a Full Member board of education, to be thereby designated by the Board of Directors as the custodian of funds for the Association, a Fiscal Agent shall be appointed by a majority vote of the Directors with the consent of the board of education of the Full Member to be designated as the new Fiscal Agent. The Full Member to be appointed the new Fiscal Agent shall be represented by its superintendent as one (1) of the voting Directors.

C. Indemnity

1. The Association may purchase a policy or policies of insurance insuring board, or members of Board of Directors, officers, administrators, teachers or any other group of employees employed by the Association against liability on account of damages or injury to persons and property resulting from any act or omission of such board or entity, or such individual in his official capacity as a member or employee of the Association resulting solely out of his membership on, or employment by the Board of Directors.
2. The Association shall, except for findings for recovery in an audit report pursuant to section 117.28 of the Revised Code, indemnify, defend, and hold harmless any person included in division (1) of this section against all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, and defend such person against any criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of such person while acting within

the scope of the person's employment by the Association and in the good faith belief that such conduct was lawful and in the best interests of the Association, except that expenditures and obligations under this division shall not exceed the amounts appropriated for such purposes.

- D. Fiscal year. The fiscal year of META shall begin on the first day of July and shall end on the thirtieth day of June of the following year.
- E. Ownership. All equipment, buildings, furniture and other goods acquired by META shall be held by META (or by an entity appointed to be the fiscal agent for META, if any) in trust for the Full Members, but acquisition, replacement, operation, use and disposition shall be subject to the applicable provisions of this Constitution. Any Member withdrawing or disqualified from the Association forfeit any claim to the Association's assets. In the event of dissolution of META, all then-current Full Members shall share in the net (i.e., after Association debts are satisfied) assets liquidation in a ratio proportionate to their last twelve months financial contributions and obligations to the Association, and they shall likewise participate in proceeds from the sale of assets upon liquidation.
- X. **Savings Clause.** In the event that any part of this Constitution, or the By-laws laws adopted pursuant to this Constitution is judged to be inconsistent with law by any agency of the state, inoperative by a court of competent jurisdiction, or is invalidated by a change in the law of the State of Ohio, the remaining portion of the Constitution and By-laws will remain in full force and affect.
- XI. **Future Mergers.** All future mergers of META shall go through full financial and organizational vetting conducted in conjunction with an outside accounting firm with prior merger expertise. Mergers shall occur when the Directors, at a regular meeting of the Board of Directors, or one called for such purpose, vote by majority vote of the total number of voting Directors of the Board of Directors.
- XII. **Dissolution.** A dissolution of META shall occur when the Directors, at a regular meeting of the Board of Directors, or one called for such purpose, vote by majority vote of the total number of voting Directors of the Board of Directors to dissolve META.

EXHIBIT B

META BYLAWS

[on following pages]



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

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

BY-LAWS OF META

I. Membership of the General Assembly

- A. Delegates to the General Assembly shall be the superintendent (or equivalent official) or designee from each Full Member and Associate Member receiving Core ITC services from META.
- B. Each Member shall make best efforts to provide by June 1 of each year a roster of official Delegates.

II. Officers of the General Assembly. The Officers of the General Assembly shall be the President and Vice President of the Board of Directors and such other Officers as the Board of Directors may from time to time designate.

III. Administrative Organization

- A. Chief Executive Officer. The Chief Executive Officer is the chief administrative officer of the META and, as such, is directly responsible to the Board of Directors for the administration of META's policies, rules, and regulations. Subject to the approval of the Board of Directors and pursuant to the procedures contained in these By-Laws, the Chief Executive Officer shall exercise the authority conferred upon META as a Data Acquisition Site/Information Technology Center and as a Regional Council of Governments in accordance with applicable provisions of the Ohio Revised Code and the Ohio Administrative Code. The CEO shall have the power to employ, remove and suspend all and employees, not appointed by the Board of Directors, to determine the duties and responsibilities of such persons, to create such titles for such persons as such officer may deem desirable to enable them to execute their duties and responsibilities, and to fix and change the compensation of such persons.
 - 1. Qualifications of the Chief Executive Officer. The qualifications shall conform to the criteria determined by the Board of Directors and stated in the Job Description.
 - 2. Preparation of Agendas. It is the desire of the Board of Directors that the agenda for an official meeting be prepared by the Chief Executive Officer and be received at least 48 hours prior to the meeting.
 - 3. Minutes of Meetings. The Chief Executive Officer or his designee shall keep official minutes of every meeting of the General Assembly, the Board of Directors, and any committee. The President or the Chief Executive Officer shall report the minutes of any of the foregoing to the next meeting of such body as well as to the next meeting of the Board of Directors.
- B. Chief Operating Officer. The Executive Director of the Metropolitan Educational Council ("MEC") immediately prior to MEC's merger with META shall serve as the Chief Operating Officer of META for such period of time, and with such duties and responsibilities, as determined by the Board of Directors. The Chief Operations Officer shall report to the Board of Directors.

IV. Committees

- A. Ad Hoc Committees. The Board of Directors must authorize all Ad Hoc Committees.
 - 1. The President shall appoint all Ad Hoc Committees with the counsel of the Chief Executive Officer.
 - 2. Ad Hoc Committees shall serve only until the task or reason for their establishment has been performed or fulfilled or until terminated by action of the Board of Directors.

- B. Authority of Committees. No committee has the authority to take any official action. Committees make recommendations for consideration by the General Assembly or for official action by the Board of Directors.

V. Fiscal Policies

A. Financial Reporting

- 1. No later than the May meeting of the Board of Directors each year, the Chief Executive Officer and Treasurer shall submit a three-year projection and a proposed budget/appropriation for the next fiscal year. The budget/appropriation will show the estimated receipts and expenses of the Association and will list how much money is projected to be needed in each category.
- 2. The Chief Executive Officer is authorized to make expenditures and commitments according to the Constitution and By-Laws and in harmony with administrative and operative plans as approved by the Board of Directors as specified in the budget. Expenditures shall not exceed income on an annual basis from any fund without prior approval of the Board of Directors.
- 3. The Treasurer shall also report in writing on an at least quarterly basis the following information by fund:
 - a. A list of all bills and salaries, the amount, to whom paid and for what purpose shall be supplied to the Board of Directors.
 - b. A financial report showing all month-to-date and year-to-date receipts and expenditures including the beginning and closing balances shall be supplied to the General Assembly.
- 4. Following the May meeting of the Board of Directors each year, the Members shall be supplied with the three-year projection described in Section 1, Paragraph A of this Article.

B. Facilities. META shall provide such facilities as the Board of Directors deems necessary and appropriate. When the Board of Directors determines to undertake to build, repair, enlarge, improve or demolish facilities, such activity shall be undertaken for META's Full Members, under and in conformance with:

- 1. Ohio Rev. Code § 3313.46, as applicable to META's city, local, and exempted village school district Members;
- 2. the agreement establishing META, pursuant to Ohio Rev. Code §167.01 (META's Constitution); and
- 3. other pertinent delegations of authority to META, if any, by META's Members.

VI. Notice of Meetings

- A. **Public Meetings.** All meetings of the Board of Directors and any committees appointed by the Board of Directors are open to the public as required by Ohio law. Executive Sessions may be called in accordance with Ohio law. Due notice of all meetings of the Board or Board-appointed committees will be given to the press and the public. Such notice may be given by any method reasonably calculated to provide notice of the meetings, such as providing written notice to the press for publication, posting notices on the META website and/or in areas accessible to the public, and/or providing notice by regular U.S. mail or e-mail to those persons who have requested such notice pursuant to these Bylaws.
 1. **Regular Meetings.** A notice of the time and place of regularly scheduled meetings will be established at the organizational meeting each year. Any change in time or place of a regular meeting will be given to the media and those persons requesting advance personal notice pursuant to these By-laws at least twenty-four hours prior to the meeting.
 2. **Special Meetings.** Special meetings shall not be held unless at least twenty-four hours advance notice of the time, place, and purpose of the special meeting is given to any news media that have requested notification, except in the event of an emergency requiring immediate official action. In the event of such an emergency, the person calling the meeting shall notify the news media that have requested notification immediately of the time, place, and purpose of the meeting.
- B. **Contact.** By contacting the Chief Executive Officer at 100 Executive Drive, Marion, Ohio 43302, (740) 389-4798:
 1. Any person may obtain the time and place of any regular meeting and the time, place and purpose of any special meeting,
 2. Any news media representative may request advance notice of any special meeting, and
 3. Any person may, upon payment of a reasonable fee or upon providing a sufficient number of self-addressed, stamped envelopes, request reasonable advance notice of all meetings at which a specific type of business is to be discussed.



Corporate Address
 100 Executive Drive
 Marion, Ohio 43302
 P: 740 389 4798
 F: 740 389 4517

**SCHEDULE I
 CORE SERVICES SUMMARY OF COSTS**

This schedule is hereby made a part of the Agreement for 2020-21 by and between the Clearview Local School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services	
Fiscal Support for State Software, State Software Redesign, and eFinance Plus	
SIS Support for any SIS Package PowerSchool, ProgressBook (including GradeBook & Virtual Classroom) & Infinite Campus	
EMIS Support	
Purchasing Co-op Membership	

Headcount	1,583
Cost (\$16.75 per headcount)	\$26,515.25

 Clearview Local Authorized Signature

Date: _____

Ashley Widby
 Digitally signed by Ashley Widby
 Date: 2020.03.04 10:08:04 -05'00'

 Meta Authorized Signature

Date: _____



Corporate Address
100 Executive Drive
Marion, Ohio 43302
P: 740 389 4798
F: 740 389 4517

SCHEDULE II SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2020-21 by and between Clearview Local Schools and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Service	Cost
INFOhio Library Services	\$2.90/student
IEP Anywhere	\$1.50/student
Content Filtering	\$500.00

Headcount	1,583
Total Schedule II Cost	\$7,465.20

Owner Authorized Signature

Ashley Widby

Digitally signed by Ashley Widby
Date: 2020.03.25 15:04:34 -04'00'

META Authorized Signature

Date: _____

Date: _____

Clearview Local School District – IRN 048132
FIVE YEAR FORECAST ASSUMPTIONS – May 11, 2020

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 30th 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 and 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 became 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.

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 also appears to be fairly flat-lined. 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 2020 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 averaging about the same from year to year with slight fluctuations; FY20 forward are estimated conservatively. 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 \$3,669,035 open enrollment adjustment. The open enrollment estimate for 2020 through 2024 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; new contract negotiations continue to be underway. The current certified agreement is in effect until July 31, 2022; new contract negotiations are yet in progress for OAPSE. A 5%

increase on the base effective January 1, 2020, 2.5% for each of the next 2 forecasted years of the new contract; years 4 and 5 revert back to steep increases only.

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for far in advance of commencement of the work performed and in the case of construction, require architectural services. Some, or all, of the equipment and/or improvements listed below are items of consideration within the 5-year scope of this forecast, some of which occur on an annual or biennial basis. Others are considered based upon useful life and condition of the asset.

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General Fund Debt

The District does not presently have any General Fund debt.

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Expenditures for advances and transfers are based upon historical patterns and other indicators included in new legislation. The transfer depicted are transfers to the Construction Fund. This allows for available funds in the planning process for substantial school improvement projects of a larger magnitude in future years.

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.

**Clearview Local School District – IRN 048132
FIVE YEAR FORECAST ASSUMPTIONS – May 11, 2020**

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 30th 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 and 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 became 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.

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 also appears to be fairly flat-lined. 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 2020 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 averaging about the same from year to year with slight fluctuations; FY20 forward are estimated conservatively. 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 \$3,669,035 open enrollment adjustment. The open enrollment estimate for 2020 through 2024 will remain relatively at this level.

EXPENDITURE ASSUMPTIONS

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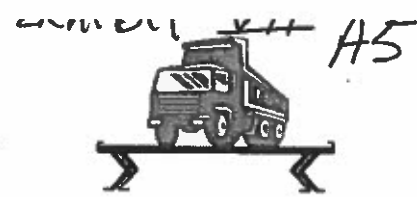
CLEARVIEW LOCAL SCHOOL DISTRICT
LORAIN COUNTY
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE FISCAL YEARS ENDED JUNE 30, 2017, 2018 AND 2019 ACTUAL,
FORECASTED FISCAL YEARS ENDING JUNE 30, 2020 THROUGH 2024

Line Number		Fiscal Year			Average Annual Percent of Change	Fiscal Year				
		2017 Actual	2018 Actual	2019 Actual		2020 Forecasted	2021 Forecasted	2022 Forecasted	2023 Forecasted	2024 Forecasted
Revenues										
1 010	General Property Tax (Real Estate)	2,734,342	2,735,759	2,776,412	0.77%	2,803,538	2,850,000	2,850,000	2,850,000	2,850,000
1 020	Tangible Personal Property Tax	0	0	0	0.00%	0	0	0	0	0
1 030	Income Tax	0	0	0	0.00%	0	0	0	0	0
1 035	Unrestricted State Grants-in-Aid (All 3100's except 3130)	9,859,354	9,789,772	10,163,129	1.55%	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
1 040	Restricted State Grants-in-Aid (All 3200's)	1,039,889	1,180,246	1,085,225	2.72%	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
1 045	Restricted Federal Grants-in-Aid - SFSF (4220)	0	0	0	0.00%	0	0	0	0	0
1 050	Property Tax Allocation (3130)	4,111,584	4,044,733	395,988	-1.91%	395,000	395,000	395,000	395,000	395,000
1 060	All Other Revenues except 1931,1933,1940,1950,5100,5200	4,147,210	4,332,605	4,731,087	6.83%	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000
1 070	<i>Total Revenues</i>	18,192,579	18,443,115	19,151,841	2.61%	19,198,538	19,245,000	19,245,000	19,245,000	19,245,000
Other Financing Sources										
2 010	Proceeds from Sale of Notes (1940)	0	0	0	0.00%	0	0	0	0	0
2 020	State Emergency Loans and Advancements (Approved 1950)	0	0	0	0.00%	0	0	0	0	0
2 040	Operating Transfers-In (5100)	42,540	74,831	5,713	-8.33%	0	0	0	0	0
2 050	Advances-In (5200)	22,440	0	10,500	-76.60%	18,500	8,500	10,000	10,000	10,000
2 060	All Other Financing Sources (including 1931 and 1933)	0	4,125	72,794	0.00%	30,000	0	0	0	0
2 070	<i>Total Other Financing Sources</i>	64,980	78,956	89,007	17.12%	48,500	8,500	10,000	10,000	10,000
2 080	<i>Total Revenues and Other Financing Sources</i>	18,257,559	18,522,071	19,240,848	2.66%	19,247,038	19,253,500	19,255,000	19,255,000	19,255,000
Expenditures										
3 010	Personal Services	8,166,015	8,329,674	8,681,150	3.11%	9,477,090	9,922,644	10,425,995	10,687,687	10,955,948
3 020	Employers' Retirement/Insurance Benefits	2,988,262	3,024,922	3,255,236	4.42%	3,483,885	3,658,079	3,840,983	4,033,032	4,234,684
3 030	Purchased Services	2,787,818	2,655,210	2,954,378	3.26%	3,419,930	3,556,727	3,698,996	3,846,956	4,000,834
3 040	Supplies and Materials	289,405	212,093	239,552	-6.88%	298,258	313,171	328,829	345,271	362,534
3 050	Capital Outlay	265,200	636,092	334,067	46.19%	750,000	1,000,000	750,000	650,000	650,000
3 060	Intergovernmental (7600 and 7700 functions)	0	0	0	0.00%	0	0	0	0	0
Debt Service:										
4 010	Principal-All (History Only)	0	0	0	0.00%	0	0	0	0	0
4 020	Principal-Notes	0	0	0	0.00%	0	0	0	0	0
4 030	Principal-State Loans	0	0	0	0.00%	0	0	0	0	0
4 040	Principal-State Advancements	0	0	0	0.00%	0	0	0	0	0
4 050	Principal-HB 264 Loans	0	0	0	0.00%	0	0	0	0	0
4 055	Principal-Other	0	0	0	0.00%	0	0	0	0	0
4 060	Interest and Fiscal Charges	0	0	0	0.00%	0	0	0	0	0
4 300	Other Objects	174,247	170,834	172,751	-0.42%	189,031	183,941	183,941	183,941	183,941
4 500	<i>Total Expenditures</i>	14,670,947	15,028,825	15,637,134	3.24%	17,618,194	18,634,562	19,228,745	19,746,888	20,387,942
Other Financing Uses										
5 010	Operating Transfers-Out	43,040	97,689	40,713	34.32%	1,000,035	1,000,035	1,000,035	1,000,035	1,000,035
5 020	Advances-Out	15,834	0	18,500	8.42%	8,500	8,500	8,500	8,500	8,500
5 030	All Other Financing Uses	1,900	0	0	0.00%	0	0	0	0	0
5 040	<i>Total Other Financing Uses</i>	60,774	97,689	59,213	10.68%	1,008,535	1,008,535	1,008,535	1,008,535	1,008,535
5 050	<i>Total Expenditures and Other Financing Uses</i>	14,731,721	15,126,514	15,696,347	3.22%	18,626,729	19,643,097	20,237,280	20,755,423	21,396,477

Excess of Revenues and Other Financing Sources over

HEAVYDUTY

& AUTOMOTIVE LIFTS



Quotation

March 27, 2020

Giles Brown
 Clearview Local Schools
 4700 Broadway Avenue
 Lorain, OH 44052

Qty	Item #	Columns	Total lbs.	Description	Unit Price US\$	Total Price US\$
One	HDA55E-4	4	48,000lbs	HDA Mains powered Electromechanical with acme screw-Nut-Assembly with Steel Safety Nut Mobile Column Lift System 12,000lbs per column, 4 columns, 48,000lbs total capacity, tire sizes 35 1/2 - 47 1/4, 97 3/4" total height column, 69" lifting height, PLC-Control Unit, Electronic Alignment Control, Control Unit on Main column, Up-/Down Button on Each Column, Emergency Stop on all columns, premium bake powder coat finish, comes with communication cables and power cord, 3-Phase 208v or 3-Phase 480v, 2.2kW. Single phase convertors available. Warranty: 2 Years. Service: 2 years servicing included.	\$23,875.00	\$23,875.00
Four	HDASS-5180	-	26,000lbs	HDA Tall support stands, adjustable 51" to 80" - 26,000lbs capacity	\$795.00	\$3,180.00
					Freight	\$475.00
					Training and Commissioning	Included

If applicable sales tax is not included

Payment Terms: NET 30

Payment Options: Check, Bank Transfer/Wire and Credit Card (convenience fee is 3.4%)

Finance Available. Talk to us about our Finance specials

Thank you for your business!



520 South Main Street, Suite 2531
Akron, Ohio 44311

Phone 330.572.2100
www.gpdgroup.com

Exhibit VII A6

A series of hand-drawn geometric shapes, including triangles and diamonds, arranged in a vertical line on the right side of the page.

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

April, 20 2020
OPP# 1903269.08
Page 1 of 13

**Re: DRAFT - Proposal for Professional Services
Clearview High School
StormWater Improvements
4700 Broadway Avenue
Lorain, Ohio 44052**

Ms. Nowak,

It is our understanding that Clearview Local School District (CLSD; Client) would like GPD Group (GPD) to provide research, construction documents, bidding services and construction administration for StormWater improvements located at the Clearview High School Campus. Based on the campus improvement project for the bus garage, GPD did some general evaluation of a portion of what we believe is existing main storm infrastructure for the majority of the campus. In that general evaluation, GPD concluded that portions of the existing storm sewer (note: only a portion of the main storm was studied) does not meet current code for pipe capacity, and CLSD received a report that indicated parts of the main sewer system needed repair. After having some discussion with CLSD officials, it is our understanding that CLSD is concerned about the age of the existing main storm pipes and would like GPD to evaluate the complete replacement of the main storm sewer network. In addition to a full replacement, CLSD would like GPD to evaluate the existing storm sewer and determine what needs to be done to get the main storm line code compliant from a capacity standpoint.

In order to limit the multitude of evaluations that could be completed for a study like the one noted above, the Client should understand that GPD will look at utilizing the same general alignment of the existing main storm infrastructure for any new storm infrastructure. To the best of our ability, GPD will take into account:

- Any known existing infrastructure which could impact the new storm alignment.
- The possibility of re-routing a small portion of southern parking lot storm further north into baseball field to limit pavement removal and replacement of existing parking lot.
- The Client understands that GPD will perform a private utility locate and review any record drawings provided to GPD by Client of the existing campus. However, both of these evaluations come with limitations and GPD may have to make some assumptions of existing drainage patterns and possible conflicts with existing infrastructure. GPD may not be able to account for all possible scenarios which could impact construction cost.

Scope of Services

GPD proposes to provide the services outlined below.

Task 1 – Private Utility Locate:

- **Project Understanding and Approach:**
 - GPD intends to perform utility designation and marking, field survey, basemap creation, and other forms of information. Our understanding of project specifics are:
 - Project Area = approximately 5.0 acres
 - Project length = approximately 2,000 feet
 - Lateral limits = varies
- **Project Limits:**
 - See area in yellow in Exhibit A below.
- **Foundation of Scope Efforts:**
 - Unfettered and full access to project limits and building interiors, including unobstructed access within the general project area.
 - When requested, client will make available site personnel familiar with buildings onsite, above ground utility locations, and general site knowledge to assist us with information necessary to provide a more comprehensive snapshot of subsurface utility conditions.
 - Due to inherent limitations of industry standard equipment, utilities made from certain materials, unknown damage, prior repairs, and site/soil conditions not all subsurface utilities are discoverable. Client acknowledges that no subsurface utility locator or private locating service is going to discover all subsurface utilities during their efforts.
 - Elimination of all potential risks in finding unknown subsurface features during construction or excavations activities is impossible. Our efforts focus on reducing those risks by performing efforts in an industry standard method and conveying our confidence in the location of discovered subsurface utilities or anomalies.
 - These efforts are a cursory examination providing locations indicative of utilities or anomalies, which occur when our equipment crosses over and/or detects it and in conjunction and accordance with our "Utility Specifications of Performance".
 - Client acknowledges and recognizes the differences in focuses between States One Call systems, existing conditions mapping prepared for design purposes, limitations of industry standard utility locating equipment, and construction/excavation activities.
 - Basing earth-penetrations on these efforts are the full responsibility of the person or company performing that work. GPD Group under no circumstances is liable for damage to underground features encountered by such earth-penetrations.
 - Delays: Inclement weather, railroad coordination, previously unknown site conditions, safety concerns, or issues beyond our control that delay our ability to perform these efforts within time or fee we estimated, GPD Group reserves the right to readjust our estimated schedule delivery date and fee. Client notification of these delays will occur promptly.
 - When the client requests pipe size/materials in drainage/sanitary structures, GPD Group will provide industry standard level of effort, including opening the manhole and observing/estimating the pipe

size/material from the above ground position only. Depending on the configuration of the pipes entering the manhole, the depth of the manhole and other factors, pipe sizes and materials are estimates only.

- Coordination of field activities with private landowners not included in this scope, unless specifically described in the scope tasks.
- Client will provide copies of all existing site/construction plans and other information concerning existing utilities within the project limits, which they may possess.
- **Project Tasks Authorized in Scope:**
 - GPD will contact and coordinate with Ohio's One Call system as required by law.
 - GPD will perform a blind-sweep within the project limits/area to designate by electromagnetic methods and mark in pink paint/flags, locations our equipment indicates the presence of underground utilities.
 - GPD will field survey to locate paint marks/flags discovered by blind sweeping.
 - From field data gathered, create the existing conditions utility basemap for use by GPD design & engineering staff.
 - Upon completion of utility basemap, perform quality checks confirming agreement of data gathered, match utilities depictions shown in Tasks above.
- **Tasks not included in this scope:**
 - Confined space entry.
 - Search for underground storage tanks and appurtenances.
 - GPR scans.
 - Sanitary lateral locations.
 - Interior floor/exterior roof drains to outfall locations.
 - The authorized and if-authorized tasks detailed in this scope is the only effort performed under this contract. Scope modifications can be made upon request and when agreed upon by both parties. Additional time and fees for modified scopes may be required.
- **Deliverable:**
 - Pink paint marks or flags on ground surface, basemap, and GPD Group Utility Field Report.
 - See Utility Specification of Performance in Exhibit B below.

Task 2 – Topographic Survey:

- GPD intends to provide a topographic survey for the proposed Storm Sewer in AucotCad Civil 3D 2020 compatible format. (Limits of survey shown in yellow in Exhibit A below, approximately 5 acres).
- Exclusions: creation of any easements or plats, recording of any documents and boundaries property lines.

Task 3 – Concept Design:

- GPD will review the GPD completed topographic survey from task 2 to get an understanding of the existing storm sewer network.

- GPD will generate preliminary drainage maps and run storm sewer calculations to help understand why the existing drain line may be undersized.
- In the event GPD determines the storm sewer is undersized, GPD will discuss with the County Engineer what level of documentation the County will require in order to get the storm network replaced and to meet County storm requirements. Task 4 below assumes that the County will not require detention as part of this design or stormwater analysis. In the event that the County notes that they will require detention as part of this project, GPD will submit an addendum to this proposal for an additional fee.
- After meeting with the County GPD intends to discuss the findings with the Client, explain your options and additional design that may come with it.
- GPD intends to generate one (1) preliminary Opinion of Probable Cost for the Clients review.

Task 4 – Civil Construction Documents:

- Upon approval of a design approach from the Client, GPD will move forward with this task.
- GPD will prepare signed and sealed Civil Engineering Site Improvement Construction Documents utilizing the GPD survey performed in Task 2 as background.
- Construction Documents will be completed utilizing an AutoCAD Civil 3D, 2020 format drawing.
- The drawings will consist of a title sheet, general plan notes, SWPPP, demolition plan, plan and profiles, and site details.
- GPD will finalize storm sewer calculations and prepare a report to be reviewed by the county.
- Technical specifications will be incorporated into the plan sheets; a separate technical specifications book will not be included.
- GPD intends to generate one (1) Opinion of Probable Cost for the final Base Bid scope. The OPC will be generated for the sole purpose of the bid package.
- Standard details and specifications provided or referenced on GPD plans are for the convenience of the Client only. The Client understands that jurisdiction often mandate use of their standard and that these standards have not been modified or designed by GPD. In signing of this document, GPD assumes the Client has declined to have these standards updated or made specific to this project and will not hold GPD responsible for errors or omissions in these standards should an issue arise from their use.
- As part of GPD's internal policy, a Quality Control review will be conducted of the drawings prior to submitting for permit.
- GPD intends to submit plans to the AHJ for their review and acceptance. GPD does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. The contractor which is completing the improvements is responsible to attain all permits and inspections.
- GPD has allotted time to address one (1) round of County comments.
- GPD assumes the scope of work will be less than one acre therefore Water Quality systems would not be required.

- Phasing of construction shall be coordinated between Client and contractor at the pre-construction meeting. Phased plan sets and a phasing plan sheet(s) will not include in the construction documents.
- In the event that the County requires detention for storm pipe modifications, GPD will provide a revised proposal to include detention design if the Client elects to proceed with the storm pipe changes.

Task 5 – Bidding:

- GPD intends to generate the Bid Package referencing the standard AIA documents.
- GPD will setup advertisements with local newspaper and plan rooms.
- GPD has allotted time to attend one pre-bid meeting at the Clearview Local School District's Board of Education Office.
- GPD has allotted 16 hours to answer questions during the Bid period.
- GPD has allotted time to attend one bid opening meeting at the Clearview Local School District's Board of Education Office.
- GPD intends to create one (1) Bid Tab for the Client's review.
- GPD will check references of awarded bidder and prepare the AIA contract between awarded contractor and Client.

Task 6 – Construction Administration:

- GPD has allotted 20 Site Development project manager hours for coordination.
- GPD will attend one (1) pre-construction meeting at the Clearview Local School District's Board of Education Office.
- GPD has allotted a total of 16 hours of time to address questions (RFIs) and review Site related shop drawings during construction. Client will review, prior to forwarding to GPD, all RFI(s) to determine if GPD needs to comment on them.
 - Review of submittals are as follows:
 - For the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - The purpose of submittals is not for determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
 - Our review shall not constitute approval of safety precautions or, unless otherwise specifically stated, of any construction means, methods, techniques, sequences or procedures.
 - Approval of a specific item shall not indicate approval of an assembly of which the item is a component.
 - Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the

Contractor shall bear such professional's written approval when submitted to the Engineer. The Engineer shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- GPD has allotted time for one construction visit due to conflicts that arise during this period. Additional visits can be performed for an additional fee or hourly basis.
- GPD intends to visit the site for one (1) punch walk to review the contractors work. GPD will complete a punch list of items for the contractor to revise or complete.

Fee Proposal

GPD proposes to complete the above Scope of Services for the following lump sum fees (unless otherwise noted within this proposal) plus reimbursable expenses. Work will be billed on a monthly basis for the percentage of work completed that month.

Task	Proposed Fee
Task 1 - Private Utility Locate	\$7,875
Task 2 - Survey	\$6,300
Task 3 - Concept Design	\$8,820
Task 4 - Civil Construction Documents	\$13,335
Task 5 - Bidding	\$6,195
Task 6 - Construction Administration	\$6,405
- Reimbursable	*\$2,000
TOTAL (Incl. Reimbursable)	\$50,930

* Approximated fee and subject to change. Reimbursable expenses include, but are not limited to expenses such as printing, mailing, mileage, newspaper advertisements and plan rooms. All reimbursable expenses are billed as a direct pass through with no mark up.

Proposed Schedule

Upon notice to proceed and execution of the GPD Group's Terms and Conditions Agreement (see pages 12 & 13), GPD assumes three (3) weeks to complete Task 1 & 2. Upon completion of Tasks 1 & 2 GPD assumes three (3) weeks to perform Task 3 and meet with the County. Upon Client acceptance of design approach GPD will start Task 4 and anticipates four (4) weeks to complete. GPD anticipates a four (4) week AHJ review period and comment addressed. Baring GPD can address any County comments without any additional comments, GPD anticipates the bidding period to start early to mid-July.

Exclusions/Clarifications

The scope of services identified above does not imply any further services that are not specifically specified above and are thereby excluded from this fee proposal. A proposal for additional services shall be prepared as requested by the Client. See the below Terms and Conditions for further information. If service adjustments are requested, we will provide a proposal revision for your review.

The following items can be added for an additional fee upon request:

- Planning and Zoning meeting representation or submittals.
- Civil Engineering related exclusions:
 - Off-site improvements including utility extensions or roadway improvements, unless mentioned above
 - Stormwater Management Systems (i.e. Detention, water quality)
 - Hydrology Watershed Study
- Geotechnical and Environmental Services
- Special inspections are excluded.
- As-built drawings and Engineering Certifications.
- Services due to major changes in the general scope of the project.
- Client directed changes after the start of CD's may result in additional fee for services to be performed.
- Additional survey required beyond the limits shown on attached exhibit.

General:

This proposal is valid for a period of 30 days from the date of correspondence. Work will not be able to commence until this agreement is signed.

Thank you again for the opportunity to provide this proposal. We look forward to hearing from you and the potential to work together on this project. Please contact me at 330-572-2217 or via email at mhogston@gpdgroup.com with any questions or comments regarding our proposal.

Respectfully,



Russell Gayheart, AIA
Project Architect



Michael Hogston
Project Manager



Leonardo Sferra, PE, CPESC
Director of Site Development

EXHIBIT 'A'

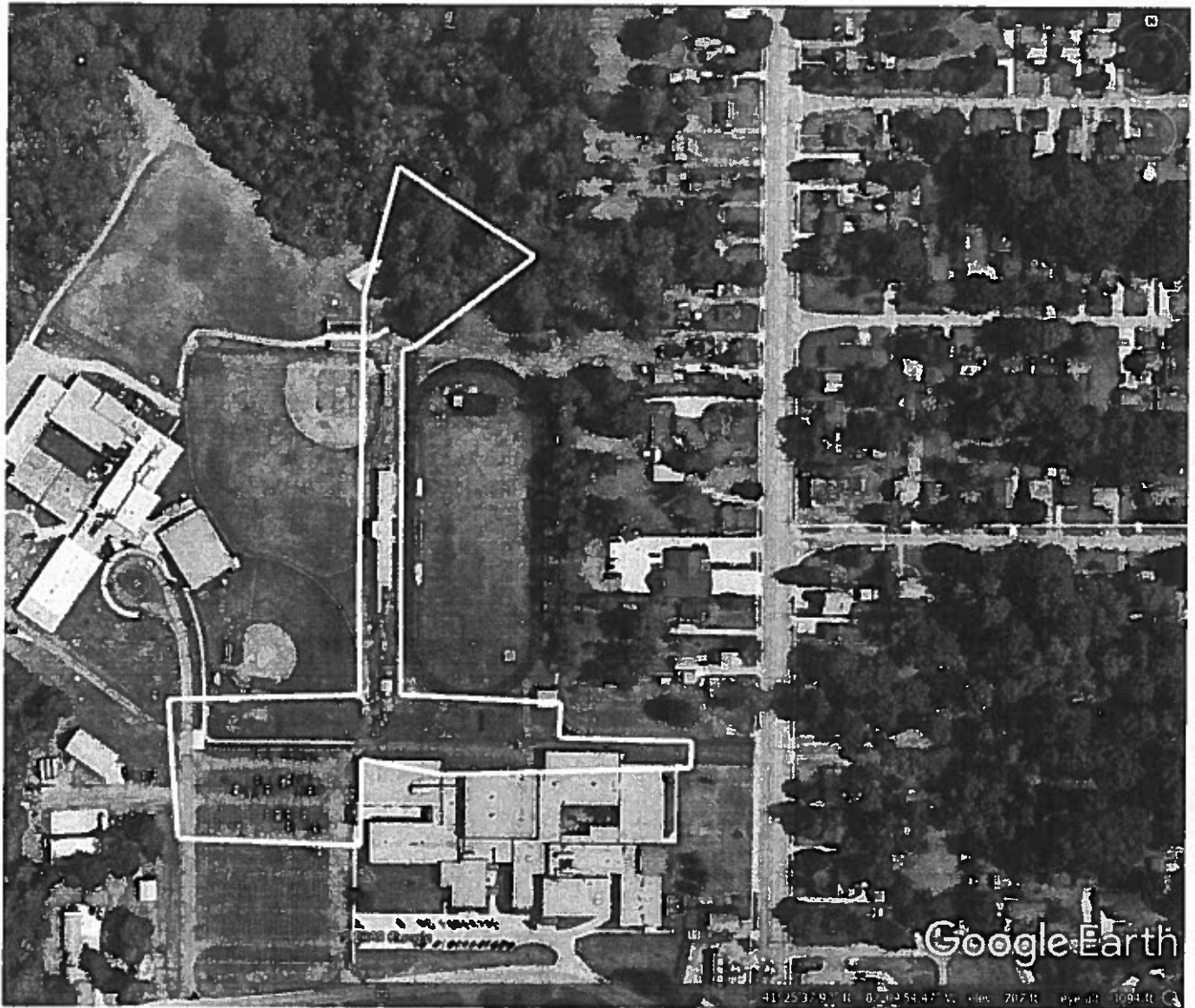


EXHIBIT 'B'

Utility Specification of Performance

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Specification of Performance for the party identified as Client ("Client"):

- I. **Standard of Care:** At the time of proposal acceptance, performance of GPD's services are in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location according to industry standards. Machine and equipment performance shall be considered industry standard in quality, maintenance and performance, which includes the relative limitations of each (hereafter referred to as the "Standards").
- II. **Definitions:**
 - a. EM - Electromagnetic Pipe & Cable Locator.
 - b. GPR - Ground Penetrating Radar.
 - c. Equipment - plural or singular reference to the EM & GPR tools we use.
 - d. Signal Transmission - The ability of a conductive material to convey an electromagnetic signal along its path.
 - e. Tracer Wire - Copper wire typically enclosed in a plastic casing, used to carry the electromagnetic signal along non-ferrous type materials i.e. plastic pipes.
 - f. Blind-Sweep - Search for unknown utility facilities.
 - g. Undetectable Utility Facilities - Utility facilities not detectable by our equipment, or because site conditions limit the ability of our equipment to distinctly define the location of the target utility.
 - h. Undocumented Utility Facilities - Underground utility facilities discovered after our search is completed, or discovered during earth penetration activities.
 - i. AOI - Area of Interest.
 - j. Know Utility Facilities - Facilities within the AOI, listed on the State's One Call Underground Utilities Protection Law responses. In addition, when visible above ground utility appurtenances are located within the AOI, indicative of potential underground facilities.
 - k. Unknown Utility Facilities - Utility facilities considered unknown when meeting one of the following conditions:
 - i. No records, provided or known to exist by GPD.
 - ii. GPD/Client/Owner has no knowledge of the existence of underground public or private utilities within the AOI.
 - iii. GPD has no knowledge of underground utilities within the AOI, but Client/Owner has knowledge that underground utilities exist within the AOI, but no knowledge of the location of underground public or private utilities.
 - iv. Facilities discovered within the AOI after completion of our work described in the scope of services and not listed on the State's One Call Underground Utilities Protection Law responses.
- III. **Abandoned Utilities** - Those utilities described as abandoned in place by the facility owner. Abandoned utilities also considered unknown utility facilities.
- IV. **Public Utility Facilities** - Utilities considered public facilities if they serve multiple clients who purchase the power or service.
- V. **Private Utility Facilities** - Utilities considered private that serve the owner of the utility only.
- VI. **Services** - Private utility lines that serve individual clients from Public Utility Facilities, that connect to the main lines.
- VII. **Unbonding** - Removal of common ground for grounding grids, cathodic protection, etc.
- VIII. **Signal Transmission Types:**
 - a. **Direct Connect** - Transmits a signal directly onto a "targeted" utility line by physically connecting designation equipment to a conductive line. Providing the best opportunity to designate accurately the target utility.
 - b. **Inductive** - Provides opportunity to designate utilities from the surface, but results in a higher chance to result in "bleed-over" (see below).
 - c. **Passive** - Provides opportunities to designate certain utilities under certain conditions, but provides less accuracy than direct connect signal transmission.
- IX. **Excavation or Earth Penetration** - means the use of hand tools, powered equipment, or explosives to move earth, rock, or other materials in order to penetrate, bore, or drill into the earth, or to demolish any structure whether or not the intention is that the demolition will disturb the earth.
- X. **Reliability Quality (RQ)** - When provided in mapping, these levels indicate the source of the location for underground facilities:
 - a. RQ1 - Our equipment physically designated the target underground utility.
 - b. RQ2 - Utility located by mapping provided by others, or markings provided by One Call coordination or by others.
- XI. **Disclaimer:** GPD makes efforts to provide dependable utility locating services to its clients. Due to the complex nature of locating underground facilities, for earth-penetration purposes, these locations and other information provided to the client is not an intended use, unless specifically describe in the scope of services as intended for earth penetration.

Basing earth-penetrations on these efforts are the full responsibility of the person or company performing that work. GPD under no circumstances is liable for damage to underground objects encountered by such earth-penetrations. Reliance on this effort does not relieve the excavator from following all applicable utility damage prevention statutes, policies, and/or industry standard safe excavation procedures. When earth penetration activities occur, GPD strongly advises the contractor to use Hydro-Vacuum Excavation methods for removal of soil and other materials.

GPD will not guarantee the longevity of our utility markings because of activities on site or weather that may destroy, or otherwise alter the markings placed on the ground. Our marking of utilities existing within the project limits is limited to the date of our fieldwork, utilities installed or modified after that date are not marked or shown.

- XII. There are many factors and conditions, which limit the ability of our equipment and processes to positively identify and designate underground anomalies and utility facilities. These factors and conditions directly affect the thoroughness of the investigation and performance of our equipment to isolate a target utility.
- XIII. The following includes, but is not limited to, factors that limit the performance of all utility locations:
- Weather, Site, and Soil Conditions - Adverse conditions, tall vegetation, sites with fill or prior construction activities, soil types and moisture, site equipment or vehicles, etc. can adversely affect the ability of our equipment and underground utility locations.
 - Signal Transmission - Signal transmission on the target utility depends upon the material, composition, condition, conductivity, existence of shielding, prior repairs, etc. Poor signal transmission can degrade or eliminate the ability of EM equipment to induce and detect the magnetic fields created by our equipment. Degraded or eliminated signals will affect our ability to designate the target underground facilities.
 - Congested Utility Areas - Areas with multiple utilities in close proximity to one another or above/below ground pipe networks (horizontally or vertically); decrease the reliability and accuracy of our equipment. This decrease may lead to lines that are not traceable or discoverable.
 - Bleed-over - Multiple utilities in close proximity has the potential for the signal transmission on a target utility, to inadvertently transfer, or "jump, to an adjacent utility. This produces false readings on the equipment and the inability of marking the target utilities location.
 - Bonded Lines - Multiple buried utilities oftentimes share a common ground. EM locating methods use ground wires to transmit direct connection signals to trace the location of the target utility. Upon request, Client or Owner will de-energize if necessary and unbond the common grounding of lines. If access to the common utility ground and unbonding the multiple facilities is not possible, reliable designation of the target facility may not be possible. GPD shall have no liability attempting to locate bonded utility facilities.
 - Tracer Wires - May or may not be directly touching, or wrapped around the actual utility facility. Therefore, when using these to locate the facility, the location is the tracer wire and not necessarily the target utility.
 - Depth of Utility - If and/or when provided to the client, depth measurements reported by our equipment are approximate readings at best. Client agrees depths, when provided, for controlling excavation or subsurface conflict resolution are not an intended use. Any excavation over utilities must adhere to industry standards for safe digging to expose underground utilities. When utility depths are critical to proposed designs, the only method GPD recommends is exposure of the utility via test holing, or other similar means of safe excavation and direct measurement to the facility. Any unintended use of depths, is at the clients own risk.
 - Blind-Sweeps - Significantly reduces the effectiveness of locating utilities underground and greatly increases the potential for undocumented utility facilities, putting at risk the owner for changes to planned designs. In blind-sweep situations, GPD shall have no liability for undocumented utility facilities.
- XIV. Underground Utility Information - When applicable, Client shall make available all plans, drawings, or other documentation, which relate to the Work in addition to any other information, which one should consider as it relates to the Work. In the event that new, modified or changed information becomes available, Client shall inform and provide GPD of such immediately. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work.
- XV. Personnel with Project Site Knowledge - When applicable, Client shall make available, at agreed upon times, persons with knowledge of the project site, buildings, and locations of above ground features affecting the AOI. GPD and Client agree that information provided by personnel with project site knowledge is not a reliant authoritative source for information of underground facilities, as such, without GPD independent verification, and limited to the extent actually verified; GPD shall not be responsible for information of others. Regardless of GPD (in)action, GPD shall not be responsible for the information of others.
- XVI. Mapping Provided by Third Parties - Mapping supplied by others and relied upon to depict the location, size, material, and status (active/abandoned) of the utility is solely the responsibility of the third party for accuracy and the information contained therein. GPD and Client agree that the information provided by third parties is not a reliant authoritative source for information of underground facilities, as such, without GPD independent verification, and limited to the extent actually verified; GPD shall not be responsible for information of others. Regardless of GPD (in)action, GPD shall not be responsible for the work or information of others.
- XVII. Access: Accurately tracing underground utility facilities often requires entry to buildings and utility structures. Our staff will not enter into confined spaces, unless specifically included in the scope of services. Entry/opening into electric related structures/boxes under no circumstances will occur.
- Access to structures is not necessarily required to trace a utility. However, inaccessibility will limit the thoroughness and reliability of the investigation.
 - Client will provide our locators full and complete access to the property, site, or facility, at agreed upon times. For complex sites and specific AOI's, GPD still requires complete and full access to the entire facility.
 - Access and plumbing/cleanout entry for lateral locations out of existing buildings is required for these types of locations. GPD will not move any obstruction or material that may cover cleanouts or access locations. GPD will apply minimal effort to remove access covers or drains without damaging them, if unable to remove the cover by this effort; GPD will not be able to obtain access. GPD will not remove toilets or other plumbing features to obtain access. At the client's option, they can provide removal of these features obtaining access for GPD.
- XVIII. Unknown Site Conditions - GPD shall have no responsibility of existing, hidden or unknown site conditions and have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.
- XIX. Abandoned Utilities - Client shall verify abandonment with facility owners prior to commencement of work. GPD is not responsible for the verification of this information.

- XX. **Public Utility Facilities** – Sometimes these facilities are marked through the States One Call system. If placed by that process, GPD will verify their marks to ensure reliability and agreement. When their marks and our locations differ by more than 18 inches GPD will, if included in the scope, locate by field survey efforts the locations of both marks.
- XXI. **Private Utility Facilities** – Requirements to mark these facilities are not under the jurisdiction of States One Call systems. GPD will, if included in the scope and in the AOI, make efforts to mark these facilities when observed by visible aboveground appurtenances.
- XXII. **Severability:** to the extent a term is in conflict or held inapplicable due to MSA terms, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Specification of Performance, and the parties further agree to substitute for the invalid portion, a valid portion that most closely approximates the economic effect and intent of the invalid portion.

DRAFT

TERMS AND CONDITIONS

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other (which collectively includes officers, directors and employees) harmless from any and all damages, liabilities, claims, expenses or costs (including reasonable attorney's fees, expert-witness fees and defense costs) to the extent caused by its own negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement. Neither party shall be obligated to indemnify and hold the other harmless in any manner whatsoever for the negligence of another.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. Any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Client shall not assign this agreement without the consent of GPD. GPD shall be permitted to assign rights and obligations in this agreement as it sees fit.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ Name of Firm	
_____ Signor Name	_____ Signature
_____ Title	_____ Date

SERVICE AGREEMENT

"ORC.3313.845 Contract"

TYPE

✓ New

Amendment

TERMS OF ASSURANCES

This agreement will be in effect for the Fiscal Year 2021 (July 1, 2020 - June 30, 2021)

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	\$60.00/hr x 36/hrs = \$2,160.00
LPN	\$34.00/hr x 1260/hrs = \$39,060.00
	(180/days @ 7/hrs/day) \$41,220.00

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

For the Clearview Local School District

Treasurer

Date

Treasurer

Date

Superintendent

Date

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 principles are not suspended or debarred.

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“**Agreement**”) is made by and between Mercy Health – Regional Medical Center LLC, an Ohio nonprofit limited liability company, d/b/a/ Mercy Health - Children’s Developmental Center (“**MCDC**”) and the Clearview Local School District, an instrumentality of the State of Ohio (“**District**”). MCDC and District are referred to individually in this Agreement as a “**Party**” and collectively as the “**Parties.**”

RECITALS

- A. District has occasional need to contract for physical, occupational and speech therapy services for the benefit of students of District.
- B. MCDC is qualified and able to perform the therapy services required by District.
- C. MCDC desires to provide the therapy services described in this Agreement on the terms set forth in this Agreement and District desires to receive the services from MCDC.

NOW, THEREFORE, in light of the exchange of good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties agree as follows:

1. **Scope of Work.** MCDC shall provide the following services on the terms set forth in this Agreement:

- (a) **Requests for Evaluation:** The District, acting through agents (e.g., school health professionals, counselors) in schools governed by the District (“**Schools**”) may request evaluation of School students as to the need for and benefits of physical, occupational and speech therapy or therapies (individually or collectively, “**Therapy**” or “**Therapy Services**”). In all cases, the Parties shall comply with all applicable laws concerning prescriptions or referrals for therapy from a doctor of medicine, a doctor of osteopathy, a chiropractor, a physician’s assistant or an advanced practice registered nurse (anyone of the foregoing a “**Licensed Person**”). In any event, should MCDC make a reasonable determination that a prescription or referral from a Licensed Person (an “**Order**”) is required before an evaluation or Therapy can begin, or at any time continue, the District shall use reasonable good faith efforts, and, upon request, cooperate with MCDC to obtain the required Order. If MCDC withholds performance because MCDC has a good faith reasonable belief that an evaluation or Therapy cannot be performed or continued without an Order, such withholding of performance shall not constitute a breach of this Agreement.
- (b) **Evaluation and Provision of Therapy Services.** MCDC will evaluate each student referred by District to determine the need for Therapy. For those students for whom an evaluation indicates Therapy would be beneficial (each “**Student**” or, collectively, “**Students**”), MCDC shall develop an individual plan for on-going Therapy. MCDC shall provide the appropriate Therapy to a Student throughout the school year, in the classroom or in the Student’s home as necessary or until established goals in a

Student's plan of Therapy have been accomplished. Reevaluation will be provided to each Student as determined to be indicated by a Therapist or a Student's physician.

- (c) **Personnel:** MCDC shall provide adequate personnel to manage the Therapy Services and provide them in an ethical and proper manner. All MCDC personnel rendering Therapy Services who are licensed physical therapists, licensed physical therapy assistants, occupational therapists, certified occupational therapy assistants and licensed speech pathologists as well as any other MCDC personnel performing any other services requiring specialized backgrounds or credentials (individually, a "Therapist" or collectively, "Therapists") shall hold an Ohio license or other appropriate professional licensure, certification or authorization ("Credentials") which are valid and in effect allowing the Therapist to render services in the State of Ohio. Upon reasonable request, MCDC shall make available to District a Therapist's Credentials. District acknowledges that the Therapists are satisfactorily qualified to perform Therapy Services. MCDC shall retain the discretion as to which of its personnel shall perform Therapy Services. Any Therapist assigned by MCDC shall perform services in accordance with: (i) applicable laws, rules and regulations; (ii) applicable rules, regulations, policies and standards of MCDC; and (iii) the Ethical and Religious Directives for Catholic Health Care Services, a copy of which is available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.

Upon request by the District, a Therapist will submit to a criminal background check performed at the District's expense. MCDC represents to the District that neither the MCDC nor any of its principal officers, owners, directors or managers are: (a) excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) have not been convicted (as that term is defined under 42 U.S.C. § 1320a-(7)(i)) of a criminal offense related to health care; and (c) that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against MCDC or any Therapist.

The District, subject to all applicable civil rights laws and acting reasonably, has the right to direct by notice to MCDC that a Therapist not be allowed to continue performing services under this Agreement. In such event the MCDC shall furnish a replacement employee or agent for the work but for a reasonable period of time shall be excused for any nonperformance occurring under this Agreement because of MCDC's exercise of its rights under this paragraph.

Should the District determine that a Therapist should receive any training in District or school policies and procedures or as to any other matters under the control of the District or should participate in educational or learning sessions mandated by the District ("District Training"), the District shall have the responsibility to provide the District training at the District's expense and the District shall compensate MCDC per Exhibit A.

- (d) **Collaborative Efforts:** The Therapy provided to Students is provided through collaborative efforts of the District and MCDC. Therefore, (a) how the work results of any Therapy are achieved, (b) the method or manner in which Therapy is provided, or (c) the specific details of the Therapy provided will be determined by the educational team, of which the therapist is a member, at a Therapy planning meeting for each student. In all events, MCDC shall retain authority to determine which MCDC personnel are assigned to perform Therapy Services.
- (e) **Recordkeeping:** MCDC shall prepare and maintain appropriate records to document each Student's evaluation, goals of a Student's Therapy, the course of Therapy and progress toward the goals. These records constitute "protected health information" or "PHI" as defined in and for the purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder ("HIPAA"). MCDC, as a "covered entity" as defined in HIPAA, shall preserve and protect the privacy and security of all Student PHI and shall not be requested where obligated to disclose or make further use of any Student PHI except as expressly permitted under HIPAA.

D. **Consents.** Evaluations of candidates for Therapy and Therapy itself shall be provided by MCDC to a student only if there is on file in the records of MCDC or provided to the MCDC, on behalf of the Student, prior to the provision of any services under this Agreement, a fully completed and properly signed "Parental/Guardian Consent to Services" substantially in such form as is acceptable to MCDC in the reasonable exercise of MCDC's discretion. ("Consent"). In all cases, the District shall be responsible for obtaining and making available to MCDC a properly completed and executed Consent. District expressly acknowledges that MCDC may not provide any Therapy Services to a Student without Parental or Guardian Consent.

E. **Compensation.** The District shall compensate MCDC in accordance with the amounts and terms set forth on Exhibit A to this Agreement for Therapy and other services rendered by MCDC.

F. **Equipment and Supplies.** In the event a Therapist recommends in good faith that the District should purchase certain equipment, supplies, disposable or other items the Therapist deems necessary to successfully carry out Therapy Services for students, the Therapist shall notify the District and the District, acting reasonably and in good faith, shall consider the request and its benefit to delivery of services listed on the education plan and within a reasonable amount of time after submission of the request, advise MCDC of the District's decision regarding the proposed purchase. Any items purchased by or at the expense of the District for use by MCDC in providing Therapy Services, shall be, and upon termination of this Agreement remain, the property of the District, reasonable wear and tear or consumption of disposable excepted.

G. **No Exclusivity.** This Agreement does not confer on MCDC an exclusive right to perform Therapy Services for Students and the District may contract with other persons to provide services the same as or similar to the Therapy Services provided by MCDC under this Agreement. Likewise, MCDC may, during the term of this Agreement, provide to any other person services the same as or similar to the Therapy Services provided by MCDC under this Agreement.

H. Term and Termination. The term of this Agreement begins on August 19, 2020 and concludes on May 28, 2021. Either Party may terminate the Agreement by giving 60 days' prior written notice to MCDC.

I. Default: Remedies. Should MCDC fail to perform its obligations under this Agreement in any material respect, the District may declare default by giving MCDC notice of the alleged failure. Thereafter, MCDC shall have 30 days to remedy the failure without penalty or termination of this Agreement. However, if MCDC fails to remedy the failure within the 30-day period or fails to undertake steps to remedy the failure that cannot reasonably be completed within that 30-day period remedy, this Agreement shall terminate. Subject to any setoff for damages sustained by the District, the MCDC upon default shall be entitled only to payment for the work performed and accepted by the District as of termination of the Agreement for default. If the Agreement includes prepayment for all or part of the work, the MCDC shall be entitled to retain only that part of the prepayment representing reasonable compensation for the work performed and accepted by the District as of termination of the Agreement for default, and subject to any claim of the District for damages. In addition to the terms of this section, the District reserves all rights and remedies in law or in equity with respect to enforcement of contracts and remedies for breach.

J. Liability Insurance.

- (a) At all times when this Agreement is in effect, MCDC shall maintain the following insurance coverages for MCDC employees, agents or contractors providing services professional liability with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and, as to MCDC employees, workers compensation insurance which complies with Ohio statutory requirements. MCDC further agrees to secure and maintain, in conjunction and connection with Therapist's performance under this Agreement, professional liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (b) District shall maintain comprehensive general liability coverage and property liability coverage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the annual aggregate, and shall, upon request by the MCDC, provide the MCDC with a certificate of insurance. District agrees to provide at least 30 days' advance written notice of any change in this insurance coverage.
- (c) All insurance coverages under this Section shall be provided by means of a policy or policies of insurance written by and secured from companies rated no less than B+ in accordance with the latest edition ratings published by A.M. Best Company, Inc. (or approved by Bon Secours Mercy Health Risk & Insurance Services); provided, however, that MCDC may cover its insurance requirement(s) through a self-funded arrangement. Each party shall furnish, upon request by the other, certificate(s) of insurance for the coverages under this Section. Each party shall provide the other with at least thirty (30) days advance written notice of cancellation, termination, nonrenewal, or material change of such coverage.

- (d) District agrees to notify the MCDC of any actual, potential or alleged claims arising from services.
- (e) District agrees to cooperate with the MCDC in the defense of claims arising from services, if appropriate, and to assist the MCDC in claims management, including but not limited to, risk identification, claims investigation and control processes.
- (f) Each Party shall be responsible for any personal injury (including death) or property damage caused by willful misconduct, negligent acts or negligent omissions of or by that Party or of, by or through any agent, employee or contracted servant of the Party and, in the case of District, any Student attending a District school, and each Party shall defend itself as to and pay any judgments and costs associated with any claims arising out of any such willful misconduct, negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer to or make a Party liable or responsible in any way for any responsibility or liability for, or any obligation to defend as to the acts or omissions of the other Party.
- (g) This Section shall survive the termination of this Agreement.

K. **Independent Contractor Status.** MCDC shall provide services under this Agreement as an independent contractor. District is contracting for the performance of Therapy Services and the means and personnel by which the Therapy will be provided are responsibilities of MCDC. Neither MCDC nor its employees or agents shall be considered agents or employees of the District for any purpose, and MCDC, its employees or agents are not entitled to any of the benefits or statutory rights that are provided for employees of the District. District shall not provide any compensation or fringe benefit of any kind to any Therapist except when required by Ohio law. The District shall not control the compensation, fringe benefits, or hours of work of any Therapist. Despite the Parties' agreement that MCDC is an independent contractor, in the event that the State Teacher's Retirement System (STRS) or the State Employees Retirement System (SERS) makes a final determination that MCDC is subject to STRS or SERS contributions, then in that event MCDC shall be liable for all such contributions, including the employer and employee share. It is the responsibility of MCDC to determine its status under the STRS or SERS rules.

L. **Non-Solicitation.** District agrees that during the term of this Agreement, any extension or renewal thereof, and for a period of one (1) year after termination of this Agreement, District shall not interfere with the relationship of MCDC and any of its employees, agents, independent contractors, or representatives. By way of amplification and not limitation of the foregoing, District agrees that it will not, directly or indirectly, for itself or any third party: (a) employ and/or contract with a person who was or is in the employ of or in a contractual relationship with MCDC; (b) solicit, induce, recruit, or cause a person in the employ of MCDC to terminate his/her employment; or (c) cause a person in a contractual relationship with MCDC to terminate his/her contractual relationship, for the purpose of joining, associating, contracting or becoming employed with District to provide services,

goods and equipment of a nature similar to those provided under the terms of this Agreement, for or on behalf of District.

M. **Compliance with Laws and Regulations.** To the extent applicable, each Party shall comply in all material respects with all federal and state-mandated regulations, rules or orders applicable to creation, maintenance, privacy, security and retention of health records, including without limitation, rules and regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Education Rights and Privacy Act, 20 USC 1232g ("FERPA"), as those may be applicable. MCDC shall maintain legally required health records for services provided under this Agreement in confidence and securely. The ownership and right of control of all reports, records, and supporting documents prepared in connection with this Agreement shall belong exclusively to MCDC. It is understood that the contents of such documents are confidential, and disclosure shall be made only in accordance with MCDC policies and applicable state and federal law, including the requirement to obtain appropriate authorizations from Student or Student's parent(s)/guardian(s). To the extent legally permissible, MCDC shall provide District with documentation of services, provided that such information is only used in a manner consistent with applicable laws and regulations.

The Parties believe and intend that this Agreement complies with all relevant federal and state laws, as well as relevant regulations and accreditation standards, including but not limited to, the restrictions on MCDC by virtue of its tax-exempt status, the Federal Anti-Kickback Statute, the Federal Stark Law, and all of the rules and regulations promulgated pursuant to such statutes and laws ("Laws").

If, at any time, (i) this Agreement is found by a court, administrative body or other governing authority to violate any applicable provision of the Laws; or (ii) either Party provides to the other Party a copy of a written opinion of legal counsel to the effect that this Agreement creates a material risk of violating the Laws, then the Parties shall renegotiate the portion of this Agreement that creates the violation (or material risk of violation) of the Laws. If the Parties fail to reach agreement within 30 days following the date on which it is found that this Agreement violates the Laws or the date that a Party is provided a copy of a written opinion of legal counsel from the other Party, then this Agreement shall immediately terminate.

N. **No Referrals.** The Parties understand and agree that nothing contained in this Agreement shall in any way require or suggest that District shall be required to refer Students to MCDC, any Therapist, other health care provider, or any affiliate of MCDC at any time whatsoever. District shall be free to refer Students to any hospital, health care facility, provider, - Therapist or physician, and nothing contained in this Agreement is intended nor should be construed to require or suggest that District otherwise generate business for MCDC, any Therapist, other health care provider, or any affiliate of MCDC.

O. **Exclusion from State or Federal Health Care Programs.** District represents and warrants that it is not: excluded from participation in any Federal health care program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. District further

represents and warrants that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. District agrees it shall notify MCDC in writing upon the commencement of any such exclusion or investigation within five (5) business days of receiving first notice of such exclusion or investigation. MCDC shall have the right to terminate this Agreement immediately upon learning of any such exclusion.

P. **Notices.** Any notice or other communication required under this Agreement shall be deemed received on the date sent by regular United States mail, postage paid and shall be sent to the Parties as follows:

If to District:

**Clearview Local Schools
Attn: Jerome Davis, Superintendent
& Doreen Morell, Director of Special
Education
4700 Broadway Avenue
Lorain, Ohio 44052**

If to MCDC:

**Service Line Administrator
Mercy Health Lorain LLC
d/b/a Mercy Health – Children’s
Developmental Center
3700 Kolbe Rd.
Lorain, Ohio 44053**

Q. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations, agreements and understandings, whether oral or in writing, between the Parties with respect to the same subject matter.
- (b) **Governing Law.** This Agreement shall be interpreted, enforced, and governed according to the laws of the State of Ohio. Both District and MCDC submit to the jurisdiction of the state and federal courts of Lorain County, Ohio for any action or proceeding arising under this Agreement.
- (c) **Assignment.** This Agreement shall not be assigned, whether by operation of law, agreement or otherwise, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed; provided, however, that MCDC may assign its rights and obligations under this Agreement without prior written consent to an affiliate or a purchaser of all or substantially all of MCDC’s assets used in performing this Agreement.
- (d) **Binding Effect.** This Agreement shall be binding upon and inure only to the benefit of the Parties and their respective successors and permitted assigns.

- (e) **Modification.** This Agreement may not be amended or modified except in writing signed by the Parties.
- (f) **Headings.** The paragraph headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.
- (g) **Waiver.** No waiver of any breach or default under this Agreement shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (h) **Severability.** If any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the Parties that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted by law and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part of it.
- (i) **No Third-Party Beneficiaries.** Nothing in this Agreement confers, or is intended to confer, any rights or remedies under, or by reason of, this Agreement on any person or entity other than the Parties to this Agreement.
- (j) **Further Actions.** District and MCDC shall provide each other with information and shall execute such additional documentation as may be required to carry out the purposes of this Agreement, including the provision of information or documentation to any agency or entity which has provided grant funds for the work under this Agreement.
- (k) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- (l) **Access to Books and Records.** Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, MCDC shall, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by MCDC under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over, a twelve (12) month period. The availability of MCDC's books, documents, and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations and other applicable laws. MCDC's disclosure under this provision will not be construed as a waiver of any legal rights to which either party may be entitled under statute or regulation. MCDC shall notify DPT immediately of any request received for access to

information under this Section and shall consult in good faith with DPT regarding the response(s) to such request.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Mercy Health – Regional Medical Center LLC
d/b/a Mercy Health - Children's
Developmental Center**

Signature

Edwin M. Oley
Printed Name of Signer

President, Mercy Health Lorain Market
Title of Signer

Date Signed: _____, 2020

_____ (school system name)

Signature

Printed Name of Signer

Title of Signer

Date Signed: _____, 2020

EXHIBIT A

Compensation for Services and Terms of Payment

 X **Option One:** District shall compensate MCDC at a rate of **\$68.00** per hour for all Therapy services, rendered by a Therapist (as defined for purposes of this Agreement to include physical and occupational therapists and/or speech pathologists as well as therapy assistants), and all time spent by a Therapist on Compensable Activities as defined below. Partial hours shall be billed in quarter hour increments based on the **\$68.00** per hour rate.

_____ **Option Two:** District shall compensate MCDC at a rate of \$_____ per hour for year one of agreement and \$_____ per hour for year two of agreement for all Therapy services, rendered by a Therapist (as defined for purposes of this Agreement to include physical and occupational therapists and/or speech pathologists as well as therapy assistants), and all time spent by a Therapist on Compensable Activities as defined below. Partial hours shall be billed in quarter hour increments based on the \$_____ per hour rate for year one and \$_____ per hour rate for year two.

“Compensable Activities” shall mean each of the following activities related to Therapy Services provided by MCDC to District:

- Physical Therapy services
- Occupational Therapy services
- Speech Pathology services

- Preparation time
- Direct Treatment time
- Documentation time
- Meeting time
- Travel time between schools and to/from child's home if required
- Training time for training mandated by District

MCDC shall invoice District on a monthly basis for services rendered during the preceding month. Each invoice shall be itemized by Student, indicating the nature of the Therapy Services and the time spent by a Therapist providing those services to that Student and shall state separately, for any other Compensable Activities, the time spent providing and nature of the Compensable Activity provided.

Each invoice shall be paid within thirty (30) days of receipt by District, with date of receipt deemed to be three (3) business days following the date of delivery of invoice to District by MCDC. MCDC shall act reasonably in considering and acting upon reasonable requests from District for accommodations to any specific billing requirements of District, though a failure by MCDC to make all or some such accommodations shall not be deemed a breach of this Agreement.

Late payments shall bear interest at one percent per month, commencing on the 31st day following receipt of an invoice by the District.

Clearview Local Schools
Board of Education
Resolution Regarding
2019-20 Evaluations

WHEREAS, Section 17(M) of Am. Sub. H.B. 197 of the Ohio General Assembly permits a board of education to elect not to conduct evaluations of teachers [and administrators]* under Chapter 3319 of the Ohio Revised Code for the 2019-20 school year based on a determination that it would be impossible or impracticable to do so; and

WHEREAS, the Board desires to make such an election for the 2019-20 school year.

NOW, THEREFORE, BE IT RESOLVED that the Board finds that it would be impossible or impracticable to conduct and complete all evaluations of teachers [and administrators]* pursuant to Chapter 3319 of the Ohio Revised Code for the 2019-20 school year if said evaluations were not completed prior to the Ohio Director of Health's Order on March 14, 2020, ordering the closure of K-12 schools in Ohio;

BE IT FURTHER RESOLVED that the Board elects not to conduct evaluations under Chapter 3319 of the Ohio Revised Code for teachers [and administrators]* during the 2019-20 school year, to the extent that such evaluations were not completed prior to March 14, 2020

BE IF FURTHER RESOLVED that the Board recognizes administrator evaluations may still be completed at the discretion of the direct supervisor prior to June 15, 2020.

Clearview Local Schools
Board of Education
Resolution Regarding Distance Learning

WHEREAS, Governor Mike DeWine has declared a state of emergency in Ohio, and the Governor and the Director of the Ohio Department of Health have closed all Ohio schools to students from March 16, 2020, until at least May 1, 2020; and

WHEREAS, Governor DeWine and the Ohio Department of Education have stated that schools should work to provide education through alternative means during the period of extended school closure; and

WHEREAS, Section 15 of Ohio House Bill 197, signed into law by Governor DeWine on March 27, 2020, permits a board of education to adopt a plan for distance learning for students during the school shutdown, even if it had not adopted one previously pursuant to Revised Code § 3313.482; and

WHEREAS, Ohio Department of Education guidance indicates that schools may use “blizzard bags” during this extended school closure, beyond the normal three days;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Ohio House Bill 197, Section 15, the Board hereby approves the provision of distance learning retroactive to March 16, 2020, and continuing through the period of extended school closure due to COVID-19.

BE IT FURTHER RESOLVED that the Board ratifies and authorizes the Superintendent’s development and implementation of a plan of distance learning, as set to enable and require students of the district to access and complete classroom lessons in order to make up hours because of the closing of schools in compliance with orders of the Governor, Director of the Ohio Department of Health, a local board of health, and/or an extension of such an order due to the COVID-19 pandemic.

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is being executed on _____ by the below listed entities:

Clearview Local School District
Lorain County Sheriffs Office

This document will serve as the written agreement between the Clearview Local School District and the Lorain County Sheriffs Office. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrations, and students and their caregivers look to for structure and accountability. This document shall be reviewed, updated, and endorsed annually and takes into account input from all community stakeholders, including caregivers; students, and teachers. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

I. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, to promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program

SRO program goals include:

- 1) To ensure a safe learning environment for all children and adults who enter the building.
- 2) To prevent and reduce potential harm related to incidents of school violence.
- 3) To foster a positive school climate based on respect for all children and adults in the school.
- 4) To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:

- 1) Law Enforcement
- 2) Fostering Positive School Climate /Crime Prevention
- 3) Education

Law Enforcement Role - SROs are responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee rather than the SRO. While the enforcement is the role of the SRO, efforts should be used to resolve issues through school procedures. The SRO's discretion to act remains the same as that of any other police officer/sheriff's deputy.

Fostering Positive School Climate /Crime Prevention - One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers will complete security surveys analyzing the physical safety of school property and facilities.

Education - SROs should participate in the school community by representing the law enforcement community to build positive relationships with youth, their families, and school staff. Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

IV. Organizational Structure

A. Composition

The SRO Program will consist of a full time Sheriff's Deputy that is a certified Peace Officer for the State (of Ohio and meet all requirements as set forth by the Clearview Local School District and Lorain County Sheriff's Office Rules and Regulations.

B. Officer Recruitment & Selection

School officials and the sheriff's office shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the law enforcement agency.

SROs should meet three general criteria:

- 1) College or degree coursework - SROs are in an educational atmosphere and will be instructing in elementary/ middle/ high school. classes. To increase credibility in this area a college education would be beneficial and preferred.

- 2) Experience as a police officer and commitment to student well-being - SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and have extensive experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.
- 3) Successful performance - all candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

Prior to entering service as an SRO, officers shall complete a minimum of 40 hours of initial training that covers responsibilities and/or limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

V. Operational Procedures

Chain of Command for SRO's: The SRO will be accountable to the Lorain County Sheriff's Office chain of command. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of the school official provided these do not conflict with SRO's enforcement duties. The SRO's activity in the school is guided by the following procedures used by Clearview Local Schools to effectively support SROs efforts and monitor their progress:

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the sheriff's office. Specific daily assignments to accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

- 1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
- 2) Foster mutually respectful relationships with students and staff to support a positive school climate.
- 3) Provide information concerning questions about law enforcement topics to students and staff.
- 4) Provide classroom instruction on a variety of topics including, but not limited to safety, and public relations.
- 5) Coordinate investigative procedures between police and school administrators.
- 6) Handle initial police reports of violent crimes committed on campus.
- 7) Take enforcement action on criminal matters when appropriate.
- 8) Attend school special events as needed.

9) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

Normally, the SRO is in uniform.

C. Daily Schedule

To be determined by the commanding officer and the school administrators consistent with the MOU.

D. Absence/ Substitution

The school district and sheriff's office should develop and agree on a protocol for assigning and using substitute SROs when regular SROs are unavailable. Substitute SROs should, at a minimum, have the same requisite experience as regular SROs and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

E. Special Events

To be determined by the commanding officer and the school administrators consistent with this Agreement.

F. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the school district, however, they will spend the majority of this time on Lorain County Sheriff's Office assignments.

G; Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

- 1) School staff will contact SROs to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. SROs and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SROs. This information will be conveyed to all school staff in turn, SROs will alert school administration of all criminal activity they observe on the school campus.
- 2) For any offense on school property, the SRO will coordinate with the school administration. The SROs powers to arrest will be governed by the Ohio Revised Code.
- 3) The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

H. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty. SROs should not directly intervene unless the situation directly affects the imminent health and security of the student or another person in the school and will employ de-escalation techniques. School discipline is the responsibility of the appropriate school administrator and clear expectations regarding SRO involvement should be developed by the District. The SRO, as a staff member, will report policy violations through the proper channels to the school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

I. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Sheriff. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system (contact the Ohio School Resource Officers Association for sample reports). See J. I. Below.

J. Sharing of Information

Communication and information sharing is essential to the success of the SRO program.

- 1) Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Lorain County Sheriffs Office and Clearview Local School District policies.
- 2) The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Lorain County Sheriffs Office or from other Police agencies coming into contact with students from Clearview Local School District.
- 3) Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
- 4) If the SRO is aware of information on a student that is officially obtained by the Lorain County Sheriffs Office which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.
- 5) If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by a Lorain County Sheriffs Office (command person at the SO).

- 6) Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Division personnel and Criminal Justice Agencies, but will not be part of the student's school record.
- 7) Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Clearview Local School District limits shall be relayed to the police department of jurisdiction.
- 8) When any felony occurs or any crime that prompts a Public Information Officer response from the schools, local government or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.
- 9) The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

K. Role in Locker, Vehicle, Personal, and Other Searches

SROs may participate in a search of a student's person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense. SROs will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

- 1) Strip searches of students by SROs are prohibited.
- 2) Unless there is a serious and immediate threat to a student, a teacher, or public safety, SROs shall not initiate or participate in other physically invasive searches of a student.

L. Limits on Interrogations and Arrests

- 1) Interrogations - SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student's parent(s) or guardian(s).
- 2) Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.
- 3) Building principals and the Superintendent or his/her designee shall be notified prior to an arrest of a student when practical.
- 4) The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.

- 5) Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students while following the LCSO SOP.

N. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Clearview Local School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

O. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VI. School District Responsibilities

The Clearview Local School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

- 1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
- 2) A location for files and records which can be properly locked and secured.
- 3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
- 4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
- 5) The opportunity to provide input regarding criminal justice problems relating to students.
- 6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
- 7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
- 8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
- 9) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.
- 10) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
- 11) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct.
- 12) The agreed upon salary rates for the 2020-2021 school year are attached.

VII. CRISIS PLANNING

Clearview Local School District, Lorain County Sheriffs Office, Sheffield Township Fire Department will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. Lorain County Sheriff's Office shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

VIII. Reviewing the MOU and SRO Program

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the nonnal complaint process of the Lorain County Sheriffs Office and include notice to the appropriate school administrators. This process will be made known to parents and students via the district's website.

IX. Problem Resolution

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Clearview Local School District and the Lorain County Sheriffs Office or their designees.

SIGNATURE OF PARTIED AND SIGNATURE DATE DATE

NAME, AGENCY, TITLE DATE

NAME, AGENCY, TITLE DATE

APPROVED AS TO FORM,

DATE

Job Description: School Resource Officer

School Resource Officer Duties and Responsibilities for Clearview

Local Schools Officers will:

1. Meet all training requirements in order to function as an SRO in the State of Ohio.
2. Protect the students, staff, school buildings and grounds.
3. Serve as a role model to students, especially in terms of appropriate attitudes and respect.
4. Prevent juvenile delinquency through close contact with students, parents, school personnel and following Firelands High Schools handbook guidelines.
5. Investigate delinquent and criminal acts within the school system.
6. Provide early detection of deviant behavior in students.
7. Participate as a resource person, for the school district, in classrooms, in staff meetings, and for parents of the Clearview Local School District.
8. Be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the students, faculty, and community;
9. The SRO and school administration will cooperatively develop an assigned work schedule.
10. Perform ongoing security checks and make recommendations to the superintendent.
11. Assist the school administration in formulating and practicing a school safety plan.
12. The SRO will handle drug and weapon cases that occur within Clearview Local School District.
13. The SRO assumes the primary responsibility of handling calls for service from each building.
14. Assist in training for school administration in law enforcement and related classes.
15. Coordinate all activities with the Sheriffs Office and school administration and seek their guidance and advice prior to enacting any program within the school.
16. Provide instruction in classes that will enhance the students' understanding of the duties of a Deputy Sheriff and SRO.
17. Maintain confidentiality when appropriate.
18. The SRO shall attend suspension and/or expulsion hearings upon request of the school administration.
19. The SRO will perform parking lot control, cafeteria duty, and patrolling of the halls as designated by the Principal of designee. The parking lot duty will include being on patrol in the parking lots during the morning when students are arriving and during the afternoon when school is letting out. Cafeteria duty will consist of periodically going through the lunchrooms during lunch periods.
20. In the event the SRO would be absent from the school for any reason, i.e., off sick, court time, or training, the superintendent must be contacted by 0700 hours.
21. In the event the SRO speaks with a student, the SRO will notify the parent/guardian prior to speaking to the student depending on the case.
22. In the event that the SRO needs to leave the District during the day for school business, he will contact the Superintendent.
23. Chain of Command should be followed by the law enforcement agencies and school districts to create a positive flow of information.
24. In the event Clearview Local School District, the SRO, or the Lorain County Sheriffs Office feels that there is a need for a meeting to discuss the SRO position and or duties, this meeting will be held at the earliest possible date that all involved parties can meet.
25. The SRO schedule will be determined by Superintendent. Generally eight (8) hours per day and forty (40) hours per week.
26. The SRO is strongly encouraged to attend after school home functions such as athletic events, dances and graduation exercises.

**LETTER OF AGREEMENT
BETWEEN
CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER
#517, AFSCME/AFL-CIO**

This Letter of Agreement (“LOA”) is entered into this _____ day of April 2020, by and between the Clearview Local School District Board of Education (“Board”), the Ohio Association of Public School Employees, Chapter #517, AFSCME/AFL-CIO (“Association” or “OAPSE”) (collectively “the Parties”).

WHEREAS, on Monday, March 9, 2020, Governor Mike DeWine issued Executive Order 2020-01D Declaring a State of Emergency concerning COVID-19 to help contain the spread of the disease; and

WHEREAS, on Thursday, March 12, 2020, Ohio Department of Health Director Amy Acton, MD, MPH, issued an Order banning mass gatherings bringing together more than one hundred (100) or more persons in a single room or single space at a time in Ohio in order to prevent the spread of COVID-19 in the State of Ohio such as at/in an auditorium, stadium, arena, large conference room, meeting hall, theater, or any other confined indoor or space, and subsequently amended the order first to limit such gatherings to no more than fifty (50) persons, and then indicated that Ohioans should comply with the federal government’s recommendation that no more than ten (10) people gather; and

WHEREAS, ODH Director Acton further stated that “For the purpose of clarity, a mass gathering does not include normal operations at airports, bus and train stations, medical facilities, libraries, shopping malls and centers, or other spaces where 100 or more persons may be in transit. It also does not include typical office environments, schools, restaurants, factories, or retail or grocery stores where large numbers of people are present, but it is unusual for them to be within arm's length of one another;” and

WHEREAS, on Thursday, March 12, 2020, Governor Mike DeWine announced that due to the ongoing COVID-19 crisis, he has ordered the closure of all Kindergarten through 12th grade schools to students for a period of three (3) weeks effective at the end of the school day on Monday, March 16, 2020, through Friday April 3, 2020; and

WHEREAS, Governor DeWine also announced that during the extended period of closure, school districts should work to provide education through alternative means, school district leadership may make decisions on whether to use their school buildings, and staff members should continue to report to school as directed by school district administrators; and

WHEREAS, the Ohio Department of Education has developed guidance for K-12 schools to ensure the continuity of important student services, including a strategy for providing meals to students who receive free and/or reduced breakfast and lunch through K-12 schools; and

WHEREAS, consistent with Governor DeWine's Order of March 12, 2020, the Administration closed the District's school buildings to students from the end of the school day on Monday, March 16, 2020, through Friday April 3, 2020, and provided students with instruction through alternative methods during the building closure; and

WHEREAS, the Administration has also directed teaching staff to continue to provide education to students using alternative methods and has directed non-teaching staff to continue to report to duty and/or work remotely, if feasible; and

WHEREAS, on March 22, 2020, ODH Director Acton issued a Stay at Home Order which is in effect from March 24, 2020, through April 6, 2020, and, among other things, orders the cessation of all non-essential business and operations except for "Minimum Basic Operations;" and

WHEREAS, the Stay at Home Order states that the provision of K-12 education is an Essential Business and/or Operation that can continue; in particular, ODH Director Acton stated that "Educational institutions-including public and private K-12 schools...-for purposes of facilitating distance learning,...or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible [are Essential Businesses and Operations];" and

WHEREAS, on March 25, 2020, the Ohio General Assembly passed Am. Sub. H.B. No. 197 which includes provisions concerning employment matters, including evaluations; it was signed by the Governor on Friday, March 27, 2020, and has been enacted.

WHEREAS, on Monday, March 30, 2020, Governor DeWine extended the closure of all Kindergarten through 12th grade schools to students through Friday, May 1, 2020; and

WHEREAS, Governor DeWine did not modify his previous statement that during the extended period of closure, school districts should work to provide education through alternative means, school district leadership may make decisions on whether to use their school buildings, and staff members should continue to report to school as directed by school district administrators; and

WHEREAS, in recognition of the unique circumstances being faced by the Board of Education and Association as a result of the COVID-19 pandemic, the Parties find that it is prudent to set forth employment procedures impacted by the closing of schools.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. During the closure of the School District's buildings to students, most Bargaining Unit Members will not be required to report to work in the building, but will work from home and

be available remotely during the regular school week between the hours of 8:00 a.m. to 3:00 p.m. daily via telephone and e-mail.

a. During this period, administrators, supervisors and other employees who provide direction to Bargaining Unit Members will use work email and personal phone numbers to contact Bargaining Unit Members for purposes of communicating work assignments. As such, Bargaining Unit Members are responsible for regularly checking their emails and personal voice mails and answering phone calls during the period of 8 a.m. to 3 p.m. on work days so they can access any messages or directions from their immediate supervisor or other employees who are providing direction to them concerning remote working assignments.

b. Bargaining Unit Members shall be required to work at least two (2) hours per week at the direction of their immediate supervisor. Additionally, the following classifications shall be responsible for performing the following duties during the regular school week:

1. Secretarial-Clerical Employees – Secretarial and Clerical employees shall

2. Educationally Related Personnel/Educational Assistants – Educational Assistants shall be available remotely through electronic means, including Google Classroom/Meet/Chat, Zoom, Business Skype, or other acceptable means to complete tasks as identified and discussed with their Building Administration and the teachers who oversee and direct their work when school is in session on school property. Educationally Related Personnel are allowed to use the school buildings and District-provided technology, whether at school or at home, to assist with the development of plans and assignments for students, as needed.

3.. Cafeteria Personnel – Cafeteria employees shall

4. Transportation Personnel – Transportation employees shall

5. Custodial-Maintenance Personnel – Custodial and Maintenance employees shall

c. Bargaining Unit Members shall not be responsible if technology problems arise, but will work with the technology department. as needed, and will work to alter work activities, as needed.

2. If a Bargaining Unit Member is not available remotely during the regular school week between the hours of 8:00 a.m. to 3:00 p.m. daily, they may use leave as provided in Article 34 – *Bereavement Leave*, Article 35 – *Sick Leave*, Article 36 – *Personal Days*, and Article 38 – *Unpaid Leave of Absence* of the Collective Bargaining Agreement between the Board of Education and OAPSE (e.g., sick leave, personal leave, FMLA, etc.) or Emergency Paid Sick Leave and/or

expanded FMLA leave as set forth in the Families First Coronavirus Response Act. A Bargaining Unit Member wishing to take leave shall send an email to his/her immediate supervisor and register his/her absence in AESOP.

4. This LOA sets no precedent or expectation whatsoever regarding future issues related to calamity days, epidemics, or pandemics, or similar health and safety-related closures, and shall have no precedential value concerning interpretation of the terms and conditions of the Negotiated Agreement that pertain to those issues.

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

6. The undersigned acknowledge and aver that this LOA has been executed on the date set forth above, with full knowledge of the contents herein and that each is fully empowered to execute the LOA with binding authority from and for each of the Parties named herein.

7. This LOA shall expire on or before the first non-teacher work day of the 2020-2021 school year.

IN WITNESS WHEREOF, the Parties' below identified representatives, having been duly authorized by their respective organization, enter into this Agreement on the date set forth above.

FOR THE BOARD:

By _____
Jerome Davis, Superintendent

Date: _____

FOR THE ASSOCIATION:

By _____
_____, OAPSE President

Date: _____

Class of 2020 Potential Graduates

Column1	Column2	Column3
first_name	middle_name	last_name
Samy	Hussam	Al-Hakim
Tahj	Anthony	Alkassem
Anthony	Reed	Arlington
Nia	Marie	Banks
Cara	Lynn	Bockwich
Katherine	Jean	Brunecz
Alicia	Michelle	Burnworth
Breana	Victoria	Caldwell
Alejandro	Elias	Camacho Hargis
Zion	Ezekiel Zachariah	Capers
Jacob	Manuel	Castillo
Chase	Lowell	Christensen
Madison	Adriana	Cintron
Brianna	Haley	Cirilo
Christian	Jacob	Clague
Terrance	Tyrone DeShawn	Cooper II
Zachariah	Robert	Corley
Jayden	Joseph	Crawford
Ariannah	Nicole	Cristarella
Rose	Ann	Cruz
Carlos	Emanuel	Cubero
Rebecca	Rose	Cupek
John	Edward	Dalton
Genesis	Marie	De La Cruz
Jeremias	M	De La Cruz
Robert	Wayne	Defibaugh
Mia	Diamond	Diaz
Grant	Walker	Dispenza
Alexandria	E	Dudek
Katelynn	Rachelle	Finney
Clinton	Steve	Fleming
Tala	Kiera	Fraley
Sarah	Renee	Garcia
Amaury	Yomar	Gonzalez
Jose	Antonio	Gonzalez
Jasline	*	Graham
Alayna	Kay	Green
Brittney	Shae	Groselj
Gabriella	Cheri	Guzman

Class of 2020 Potential Graduates

Column1	Column2	Column3
first_name	middle_name	last_name
Victor	Andres	Molina
Miguel	A	Negron IV
Vincent	Anthony	Newsome
Daisy	Marie	Nickoloff
Joseph	*	Norris
Brianna	Rose	Novak
Jasmine	Yvette	Ocasio
Selena	Marie	Oliva
Jason	*	Orellano Jr.
Cassidey	Shae	Orr
Isabella	Angelique	Ortiz
Kian	Farrell	Ortiz
Samantha	Alexis	Peak
Kevin	Jermaine	Penny
Daisy	Marie	Perez
Kuly	Athomas	Petrov II
Joshua	Ryan	Piscione
Nya	Lexus	Quimbaya
Megan	Star Dust	Rataj
Jordan	Anthony	Reed
Selena	Isabella	Reyes
Dylan	Anthony	Rice
Lorenzo	Cuvier	Rivera
Thomas		Rivera
Jordana	Chalize	Robertson
Alondra	Nicole	Rodriguez
LeAnna	Paige	Rogers
Ramon	Omar	Rojas Lozano
Danielle	Marie	Roth-Klein
Jeri Emil		Ruiz
Caleb	John	Rupert
Rebecca	Lynn	Saltis
India	Nevaeh	Santiago
Da'vonte	*	Seymore
Noah	Christian	Shinsky
Kimberly	Marie	Smith
Stephanie	Ann	Stafford
Michael	Christopher A	Stephens
Cody	Thomas	Stoker

Sierra	Laniece	Hitchens
Joshua	Joseph	Hoffman
Nelia	Rose	Holley
Madison	Marie	Horsley
Isiah	Nathaniel	Howard
Renee	Nicole	Hylton
Jacob	Douglas	Kessler
Joshua	Albert	Kessler
Seth	Allan	Killinger
Trevon	Lamarr	Kimbrough
Karlaya	La Shinne	King
Grace	Mariann	Kirk
Mason	Robert	Kubishke
Madison	Paige	Landy
Ariana	Rose	Leos
Stacey	Andre	Littlejohn JR
Jimmy		Lopez
Madilyn	Ella	Love
Hecmanuel		Lugo
Alisha	Virginia	MacNeal
Madelyn	Elizabeth	Mazurek
Robert	Thomas	McCardle
Skylar	Jeanette	Mehring
Camryn	Jordan	Milbert

Leon	Charles	Stone
Nathaniel	Henry	Suprun
Alexis	Renee	Sweeney
Sage	Orion	Swiney
Harley	Lee	Tackett
Aryanna	Sage	Taylor
Lamont	Preston	Thomas
Jaylin	Nickalis	Tiller
Anthony	Krisgen	Timmons
Lyssette	Marie	Torres
Zahaviah	Patricia	Tucker
Ariana	Lizette	Vazquez
Omary	*	Velazquez Jr.
Christian	Manuel	Velazquez
Destiny	Alizae	Velez
Ashton	Jacob	Velez-Sexstella
Natalie	Michelle	Velilla
Harliegh	Shae	Warner
Brandon	Jay	Waseleski
Genesis	Cierra	Watson
Ariel	Rose	Weese
Jennaveeve	Snow	White
Benjamin	Harold	Wohleber
Kaylee	Anne	Wright