

**THE FOLLOWING
ARE
EXHIBITS
FOR NEXT BOARD
MEETING**

LEASE AGREEMENT

This Lease Agreement ("Agreement") is hereby made and entered into this 9th day of December, 2019 between the Board of Education of the Clearview Local School District ("Lessor") and Brenda L. Diaz, p.k.a. Brenda L. Fraley ("Lessee").

WHEREAS, Lessor has purchased the property commonly known as 4630 Broadway Avenue, Lorain, OH 44502 ("Premises") from Lessee to expand the athletic facilities of Clearview High School;

WHEREAS, the Parties enter into this Agreement to lease the Premises to Lessee for her use and enjoyment until such time as construction on said athletic fields shall commence;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and intending to be legally bound, the parties hereby agree as follows:

1. **PREMISES:** Lessor, hereby lets, demises and leases to Lessee, the Premises described above otherwise known as 4630 Broadway Avenue, Lorain, OH 44502.
2. **TERM:** The term of this agreement shall be for a period of one year commencing on _____, 2019 and ending on _____, 2020 ("Rental Term").
3. **RENT:** Lessee agrees to pay Lessor as rent for the Premises during the term, the total sum of One Dollar (\$1.00).
4. **RENEWAL:** Upon the expiration of the Rental Term, the lease shall renew automatically on a month-to-month basis unless Lessee notifies Lessor of its intent not to renew the Lease upon its expiration. During the month-to-month renewal term, Lessor may terminate the Lease at any time by providing at least sixty (60) days' written notice to Lessee prior to the effective date of termination.
5. **USE OF PREMISES:** Lessee shall have the non-exclusive right to use and enjoy the Premises for continued residential purposes. From time to time, upon provision of reasonable notice to Lessee, Lessor, or a designee may enter the exterior property to conduct inspections related to the Clearview High School athletic field expansion project, including but not limited to, land surveys, property inspections, or any other preparatory activities Lessor deems necessary.
6. **QUIET POSSESSION:** Lessor shall, on the commencement date of the term of this Agreement as hereinabove set forth, place Lessee in quiet possession of the Premises and shall secure Lessee in the quiet possession thereof against all persons lawfully claiming the same during the term of this Agreement.
7. **MAINTENANCE AND REPAIRS:** Lessee shall be responsible for providing general maintenance and upkeep to the Premises. Lessee shall make all repairs of the Premises occasioned by Lessee's use of the Premises.

8. **TERMINATION ON CATASTROPHIC FAILURE:** Upon the failure of a critical system of the Premises, including but not limited to, furnace failure, major plumbing failure, or any other major repair/replacement of a system that would render continued letting of the Premises impractical, Lessee shall immediately notify Lessor of the failure, and the parties shall enter good faith discussions concerning the feasibility of repair. If the parties determine that replacement/repair of the system is not practical, the Lease shall terminate and Lessee shall vacate and surrender the Premises to Lessor in a reasonable time.

9. **UTILITIES:** Lessee shall, during the term of this Agreement, pay all charges for gas, electricity, sewage, and water used in or on the Premises, including the removal of rubbish therefrom immediately upon becoming due.

10. **INDEMNIFICATION:** Lessee agrees to release, hold harmless and indemnify Lessor, its individual members, employees and agents in both their official and individual capacities, from and against all liability, claims, costs and expenses (including, but not limited to, attorney fees), demands, actions or causes of action for any injury, damage or loss to persons, including death, or any injury, damage or loss of property whatsoever, arising out of, resulting from, caused by, occurring during or in any way related to any action or failure to act, negligence, or other misconduct in the occupation or other use of the Premises in accordance with the terms and conditions of the Agreement.

11. **INSURANCE:** Lessee shall furnish proof that it has a Renters Insurance Policy that includes Personal Liability Insurance, provided by a liability insurance carrier licensed to do business in the State of Ohio, prior to using the Premises and provide that said policy shall not be cancelled or modified without at least thirty (30) days prior written notice to the Lessor. Unless agreed otherwise by the parties in writing, the amount of such coverage shall be at least \$500,000 for personal liability coverage.

The Lessee shall bear the risk of loss, damage or destruction to any improvements and fixtures and any personal property owned or leased by the Lessee, including but not limited to, its books, materials, equipment and other contents located on or about the leased premises, due to fire, adverse weather, act of God or any other cause whatsoever, during the term of this Agreement. The Lessee shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its improvements, fixtures and any personal property situated on the Premises.

12. **ASSIGNMENT AND SUBLETTING:** It is understood that Lessee may continue to sublet the Property until such time as the Lessor notifies Lessee of its intent to terminate the Lease per Section 4, or, it is determined that the extent of the repair(s) needed are not feasible or practical per Section 8 and the Lease terminates accordingly. In any event, it is Lessee's responsibility to ensure that any sublease is consistent with and complies with the terms of this Lease.

13. **POSSESSION UPON TERMINATION OF LEASE:** At the expiration or sooner termination of this Agreement, Lessee shall deliver the Premises to Lessor.

14. **SUCCESSORS AND ASSIGNS:** The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective heirs, successors and assigns.

15. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the authorized representatives of the parties obligated under the amendment or their respective successors in interest.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written, pursuant to authority duly granted by Lessor and Lessee, respectively.

LESSOR SIGNATURE

By: _____
Michael Kokinda, Board President

Date: _____

By: _____
Jerome M. Davis, Superintendent

Date: _____

By: _____
MaryAnn Nowak, Treasurer

Date: _____

LESSEE SIGNATURE

By: _____
Brenda L. Diaz

Date: _____

The Board of Education of the Clearview Local School District, Lorain County, Ohio, met in regular session on **December 9, 2019**.

_____ moved and _____ seconded the adoption of the following Resolution:

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY

WHEREAS, the Board of Education of the Clearview Local School District has been made aware of an opportunity to purchase certain residential property owned by Brenda A. Diaz, p.k.a. Brenda A. Fraley, located at 4630 Broadway Avenue, Lorain, OH 44052, identified as Parcel Number 0300108101062 by the Lorain County Recorder's Office, hereinafter referred to as "Property"; and

WHEREAS, based on the location of the Property in relation to the existing territory of the School District, the Board determines that the acquisition of the Property is beneficial for the future expansion of the School District's athletic facilities; and

WHEREAS, the Board has determined that it is in the best interests of the District to purchase the Property.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Clearview Local School District, Lorain County, Ohio, that:

Section 1. The Board hereby determines that it is in the District's best interest to acquire the real estate at 4630 Broadway Avenue, Lorain, Ohio and hereby approves the purchase same.

Section 2. The Board authorizes the Board President and Treasurer to execute a Purchase Agreement in substantially the same format as the Purchase Agreement attached as Exhibit A and made a part hereof; and any other documents necessary to convey the Property as described above for Eighty Seven Thousand Five Hundred Dollars (\$87,500.00).

Section 2. The Board will receive a general warranty deed and is responsible for all legal, survey, title and other expenses required to transfer the Property.

Section 3. As part of the terms and conditions of the purchase of the Property, and until such time as the Property is needed for school purposes, the Board of Education further approves a Lease Agreement in substantially the same format as the Lease Agreement attached as Exhibit B and made a part hereof .

BE IT FURTHER RESOLVED that the Board hereby finds and determines that all formal actions of this Board relating to the adoption of this Resolution were taken, and that all

deliberations of this Board that resulted in such formal actions were held in meetings open to the public, in full compliance with applicable law.

Upon roll call, the vote resulted as follows:

Motion carried.

PURCHASE AGREEMENT FOR RESIDENTIAL REAL ESTATE

THIS AGREEMENT is entered into this **9th** day of **December, 2019** by and between **Brenda L. Diaz, p.k.a. Brenda L. Fraley**, whose Current Address is **4630 Broadway Avenue, Lorain, OH, 44052**, hereinafter referred to as **"Seller"**, and the **Clearview Local School District Board of Education** whose current address is **4700 Broadway Avenue, Lorain, OH, 44052** hereinafter referred to as **"Buyer"**.

1. PROPERTY. In consideration of the mutual promises herein contained, Seller agrees to sell and convey and Buyer agrees to buy and pay for, in accordance with the terms and conditions of this contract, the property known as **4630 Broadway Avenue, Lorain, OH 44052**, identified as Parcel Number **0300108101062** by the Lorain County Recorder's Office, hereinafter referred to as **"Property"**. See Exhibit A for legal description.

2. ESCROW AGENT. The Buyer and Seller hereby designate and appoint **1st Nationwide Title Agency, Ltd., 6155 Park Square Dr., Suite 8, Lorain, OH 44053**, to be the **"Escrow Agent"** and issue the Buyer a title policy pursuant to the terms of this agreement.

3. PURCHASE PRICE. Buyer agrees to pay for the Property the sum of **Eighty-Seven Thousand, Five Hundred Dollars (\$87,500.00)**. This amount shall be deposited in full with the Escrow Agent and thereafter paid to Seller upon closing.

4. DEED. Seller agrees to furnish a warranty deed, with release of dower if applicable, conveying to Buyer, good record marketable title to the Property in fee simple, free and clear of all encumbrances except easements, rights of ways of record, and conditions and restrictions of record, zoning ordinances, real estate taxes and assessments, for the current year and thereafter.

5. TITLE INSURANCE. An Owner's fee policy of Title Insurance in the amount of the purchase price shall be issued by the Escrow Agent. If any defect in title is discovered prior to the time of the closing and if it is not waived in writing by Buyer, Seller shall have a reasonable extension of time for closing, but in no event more than thirty (30) days from the date Seller is notified of the defect, for removal of said defect.

6. TAXES. All real estate taxes, assessments and rents, if any, shall be prorated in escrow, as of the date of title transfer. In prorating taxes and assessments, the amount assessed by the County Fiscal Officer on the latest available tax duplicate shall be used.

7. CLOSING COSTS. The Escrow Agent shall charge to Buyer: (a) the escrow fee; (b) the cost of the real estate conveyance fee; (c) the cost of the title exam; (d) the cost of preparation of the warranty deed; (e) all fees for filing the warranty deed and the mortgage deed if any placed upon the property; (f) any other costs associated with the Buyer's financing, if applicable; (g) the cost of the Owner's Title Insurance Policy; and (h) the cost of inspections; less any amount due Buyer by reason of proration.

8. **CLOSING.** All documents and funds necessary for the completion of this transaction shall be deposited with the Escrow Agent on or before _____ (date). Title shall be transferred on or before _____ (date). Seller agrees to deliver possession of the Property on the later date of either within ____ days of Title Transfer or on _____ (date) at _____ am/pm.

9. **CONDITION OF PROPERTY:** Buyer acknowledges that it has been recommended to them that they engage, at their expense, the services of a professional contractor or building inspector to inspect the property and all improvements to ascertain that the condition of the property is as called for in the Agreement. Buyer further acknowledges that neither the Seller nor any agent having anything to do with this transaction has made any verbal or other statements or representations concerning the property on which Buyer has relied, except as specifically set forth in writing herein, and the Real Property Disclosure Form.

10. **"AS IS".** Buyer has examined the property and agrees that the property is being purchased in its present "AS IS" condition, including any defects that may have been disclosed by Seller either specifically hereon or by attached addendum. Buyer acknowledges receipt of a Real Property Disclosure Form as the only representations, or statements whatsoever concerning the property, including without limitation its use or condition, other than as written in this agreement, or any attached addendum.

11. **INSPECTION WAIVER:** Buyer waives any home inspection and shall be considered as having accepted the property absolutely and finally in its present "As Is" condition, and neither Seller nor any agent having anything to do with this transaction shall have any further liability or obligation to Buyer as to such Inspections or Agreement conditions.

12. **STATUTORY DISCLOSURE:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Additionally, Seller makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in an enclosure in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the County Health Department.

13. **SEX OFFENDER DISCLOSURE:** The Ohio Sex Offender and Notification statute(s) requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records law. Therefore, Buyer acknowledges Buyer can obtain information from the sheriff's office regarding the notices it has provided pursuant to Ohio's sex

offender notification law. The Seller certifies that Seller has received the following written notice (s) pursuant to Ohio's sex offender notification law: _____.

The Buyer acknowledges that the information disclosed above may no longer be accurate and Buyer agrees to inquire with the local sheriff's office if current information regarding the status of registered sex offenders in the area is desired. Buyer agrees to assume the responsibility to check with the local sheriff's office if current information is desired. Buyer is relying on his/her/their own inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Buyer, or any real estate agent involved

14. RISK OF LOSS. The risk of loss shall remain with the Seller until title transfer. Should such Property be substantially damaged by fire or other casualty prior to filing the Deed the Buyer shall have the option to void this agreement, or have such insurance proceeds deposited into escrow thereupon completing the purchase.

15. REAL ESTATE AGENT. The parties acknowledge and represent that no real estate agent or broker has been used in this transaction.

16. GOVERNING LAW. This agreement shall be governed by the laws of the State of Ohio. The covenants, conditions, and agreements herein shall be binding upon each of the parties hereto, and their respective heirs, devisees, executors, administrators, successors and assigns, and shall be deemed to contain all their terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties, or agreements. The terms and conditions to be performed by the Seller shall survive the delivery and acceptance of the deed. Any portion of this contract declared invalid by law will not void the remainder of this contract.

17. BINDING AGREEMENT. Acceptance of this Offer, and any attached Exhibits or Addenda, shall create a legal agreement binding on Buyer and Seller and their heirs, executors, administrators, successors and assigns, and shall contain the entire agreement and understanding of the parties, it being further acknowledged that there are no other conditions, representations, warranties or agreements expressed or implied, beyond those contained herein. In order to be legally effective, all amendments, addenda, and other alterations or modifications to this agreement shall be in writing, dated and signed by both Seller and Buyer.

BUYER(S) SIGNATURE

By: _____

Date: _____

Michael Kokinda, Board President

By: _____

Date: _____

Jerome M. Davis, Superintendent

By: _____

Date: _____

MaryAnn Nowak, Treasurer

SELLER(S) SIGNATURE

By: _____

Date: _____

Brenda L. Diaz

SELLER FORWARDING INFORMATION:

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Situated in the Township of Sheffield, County of Lorain and State of Ohio, and known as being part of the original Sheffield Township Lot No. 108, and bounded and described as follows: Beginning at the Southwest corner of the Original Sheffield Township Lot No. 108; Thence Northerly along the West line of said Lot No. 108, a distance of 591 feet and it being the Southwest corner of land conveyed by Thomas Foote to Alson Hill, by deed #7480 and recorded in Volume 85, Page 636 of Lorain County Records; thence Easterly in said South line of said Alson Hill's land from the West Line of said Lot No. 108 to the centerline of Penfield Avenue also known as Broadway, a distance of 59.1 feet, thence Westerly in a line parallel with the North line thereof to the West line of Said Lot. No. 108 about 369.2 feet and being the North line of land conveyed to Theodore A. Snurr, et al, by deed #29645 and recorded in Volume 323, Page 210 of Lorain County Deed Records; thence North in the said West line of said Lot No. 108, a distance of 59.1 feet to the place of beginning, said parcel containing 0.50 acre, be the same more less but subject to all legal highways.

EXCEPTING THEREFROM approximately 2360 square feet conveyed to the Board of Commissioners, Lorain County, by deed dated February 5, 1982, Deed Volume 1295, Page 566. Intending to convey 0.45 of an acre.

CLEARVIEW LOCAL SCHOOLS 2020 - 2021

August 2020

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

September 2020

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

October 2020

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

November 2020

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

December 2020

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

January 2021

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

February 2021

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

March 2021

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

April 2021

Mon	Tue	Wed	Thu	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30








May 2021

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

June 2021

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

Codes

- Inservice 
- Grade Period 
- Vacation 
- Holiday 
- Parent/Teacher Conf. 
- Teacher Records 
- Professional Dev. 

NO SCHOOL DAYS FOR STUDENTS

- August 17th, 18th -Teacher In-service
- September 7th - Labor Day
- TBD - PC (Parent/Teacher Conferences)
- October 9th - NEOEA Teacher In-service
- October 19th - Professional Dev.
- November 2nd - Professional Dev.
- Nov. 26th - Nov. 29th -Thanksgiving Break
- Dec. 21- Dec. 31 -Winter Break
- January 15th - Teacher Records
- January 18th - Martin Luther King Day
- TBD - PC (Parent/Teacher Conferences)
- February 15th - President's Day
- March 19th - Professional Dev.
- April 2nd- Good Friday
- April 5th- April 9th - Spring Break
- May 10th - Professional Dev.
- May 31st - Memorial Day
- June 1st - Teacher Records

Fall Homecoming (vs)
September 11, 2020

FIRST DAY SCHOOL: August 19, 2020
LAST DAY SCHOOL: May 28, 2021

(2nd Semester Begins : January 19, 2021)

GRADING PERIODS

- 1st Aug. 19th—Oct. 23rd (46 days)
- 2nd Oct. 26th—Jan. 14th (47 days)
- 3rd Jan. 19th— March 22nd (44 days)
- 4th March 23rd—May 28th (43 days)

Parent/Teacher Conferences:

CHS	DMS
Sept. 17th	Oct 8th
Nov. 19th	Nov. 18th
Feb. 11th	Feb. 18th
VES	
Oct. 29th	
Nov. 5th	
Feb. 4th	

OPEN HOUSES

- Vincent:** Aug. 18th - 3:30-5:00 p.m. (Grades 1-4)
- Aug. 21st - 3:30-5:00 p.m. (Kindergarten only)
- Durling:** Aug. 20th - 3:30-5:00 p.m.
- 5th Grade Orientation - Aug. 17th, 3:00-4:00 p.m.
- Clearview:** Aug. 18th - 4:30-6:00 p.m.
- Freshmen Orientation - Aug. 18th, 4:00-5:00 p.m.

GRADUATION: @ Palace Civic Center - May 26, 2021 (7:00 p.m.)

Board Adopted :