
EXHIBITS



Statement of Work

Add-On Project/Phase

OnBase Upgrade and PDI License Deployment

Prepared For

Adam Hyla, Team Lead
Clearview Local Schools

Prepared By

Ann-Marie Cain, Director of Account Management
Paul Kegler, Manager of Customer Support
Naviant, Inc.

18 November 2021



Process focus. Excellence.

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PROJECT SCOPE

Project Objectives

Naviant, Inc. ("Naviant") will provide Clearview Local Schools ("Customer") with the software and professional services outlined in this Statement of Work (sometimes referred to as "SOW" or "Agreement").

Clearview would like to upgrade their OnBase deployment to the current version and add a second scanning workstation.

Professional Services

Actual costs and fees for Naviant professional services will be incurred on a Time & Materials basis to cover the complete implementation of the proposed solution including project management, architecture, integration, implementation, and training, as applicable. Professional services for this project will include upgrading OnBase from version 15 to Foundation EP5 and setting up a second workstation as a scanning station with new PDI license.

Customer Responsibilities

The installation of this solution may require assistance from the Customer's IT staff to obtain access to the servers and network devices the solution may reside on; and thus, it is required that the Customer schedule their IT resource and customer personnel assigned to this project to be available within 30 minutes of Naviant being onsite for installation. If Naviant personnel need to wait for longer than 30 minutes for an IT resource to be available for assistance with the installation, the Customer will be charged in ¼ hour increments at the prevailing rate for the time lost. Customer will be responsible for additional equipment cabling, except as specifically set forth to be provided by Naviant. In the event Customer will be required to provide specific additional equipment prior to installation, it is the responsibility of Customer to provide the necessary versions of network OS, server software, database, hardware, browsers, and desktop OS to work with the proposed solutions prior to the scheduled Project milestone or task requiring additional equipment, or costs may be incurred by the Customer. Customer will be responsible for the actual results with hardware operations (including among other aspects, network, server or scanner speeds; personnel requirements; and costs) and results may vary from those indicated due to overall network environment, volume estimates, personnel and other factors

Change Orders

This SOW has been prepared in accordance with Naviant's understanding of Customer requirements and the "Project Scope" based on the information provided by Customer to Naviant at this time. Although Naviant makes reasonable attempts to provide accurate estimates, estimates may change as further details of the solution are identified and the final Solution Design is developed. In the event that additional products and/or services beyond those outlined in this SOW are required, a "Change Order Authorization" will be generated outlining the details, as well as time and cost estimates, of the modifications to this SOW. A Change Order Authorization must be authorized, approved, and executed by Naviant and Customer in order for the modifications to be incorporated into the SOW.

In order to ensure that assignments are carried out in a timely manner so as not to impact the project schedule, Customer is responsible for directing the work assigned to its staff and 3rd party service providers. In the event that the SOW project schedule is delayed or needs to be extended due to a failure of Customer's staff and/or 3rd party service providers to complete assigned work in a timely manner, Naviant shall be entitled to an extension of time and/or cost impact as set forth in a Change Order Authorization.

PROJECT PRICING

Software Subscription & Support				
Description	Part # / Notes	Qty	Unit Price	Total
Production Document Imaging		1	\$4030.23	\$4,030.23
Credit for CC license on 11/2020		1	\$1128.46	\$1,128.46
Software Support Level Agreement	SLA			\$685.14
Subtotal – Annual Recurring				

Invoice Based on Coterminous Subscription & Support			
Description	Existing Term Date	# Months	Total
Subtotal from Above	New	New	\$3,586.91
Total Initial Invoice			\$3,586.91

Professional Services		
Description	Hours	Total
Professional Services	8	\$1,692.50
Subtotal		\$1,692.50

1. Professional services are incurred on a Fixed Fee basis and will use monthly progress billing. Related expenses (mileage, transportation, lodging, meals, etc.) will be billed on a monthly basis at the actual cost incurred.
2. Software Subscription & Support will be invoiced upon receipt of Customer-executed SOW, and if applicable, Customer-required Purchase Order, with payment terms consistent with the Master Terms & Agreement.
 For existing Customers, Software Subscription & Support will be made coterminous with Customer’s established Subscription & Support expiration term. If the established annual Subscription term date is within 3 months, Customer will be billed 12 months, plus the number of months to the term date (“Coterminous Short Period”). If the established annual Subscription term expiration date is greater than 3 months away, Customer will be billed for the period between purchase date and the established term date (i.e., between 4 and 12 months).
3. Please note, subtotals do not include applicable sales tax. If applicable, sales tax will be assessed during the course of the project and/or on the final invoice.
4. Customer agrees to abide by the provisions set forth in the SLA Provisions. These provisions are available at www.naviant.com/customer-support.
5. Customer agrees to cooperate with Naviant’s marketing efforts, as shall be reasonably requested which may include: (i) providing in-person or phone references to prospective customers; (ii) working to prepare a Customer-success story and/or press release documenting the relationship of the parties; and (iii) allowing Naviant to use Customer’s logo, subject to Customer’s standard guidelines, on Naviant’s website and in presentations under Naviant’s customer section and as part of marketing and pre-sales materials used by Naviant.

SIGNATURE PAGE

CUSTOMER NAME Clearview Local Schools	
PROJECT CONTACT Adam Hyla	
BILLING ADDRESS (only required for New Customers)	SHIPPING ADDRESS 4700 Broadway Ave, Lorain, OH 44052
ATTENTION	ATTENTION
SPECIAL INSTRUCTIONS	
PURCHASE ORDER (PO) REQUIREMENT Is a PO Required by Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Purchase Order #	

This Agreement is entered into pursuant to and incorporates the foregoing, including Appendices, Exhibits and Schedules, if any, and the Master Terms & Conditions (“Terms”) dated 29 May 2018. This Agreement represents the final description and scope of the Agreement between the parties. Any previous drafts of this Agreement or previous documents used to evaluate this project are not part of this Agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Agreement.

This Agreement has been prepared in accordance with Naviant’s understanding of Customer requirements based on the information provided by Customer to Naviant. Therefore, it is understood and agreed that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement.

If a PO is required, the PO number must be inserted above upon Customer’s execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

Upon signed acceptance, please return the entire document to “Attention: Naviant Sales Support” via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.

CUSTOMER	NAVIANT, INC.
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

Philosophy Statement

We commit to supporting the health and vitality of every educator, so together we can serve students and make a difference in our communities today and in the future. Therefore, Clearview Local Schools provides competitive health benefits and wellness resources and strives to create an environment in which each individual can thrive.

Goals

- Offer comprehensive health benefits and wellness programs and resources
- Share responsibility for the cost of benefits with employees
- Promote tools and education to help participants use benefits wisely
- Create a campus culture of wellbeing
- Provide opportunities to earn wellness incentives and sustainably improve health
- Recruit, engage, empower, and recognize wellness champions
- Positively impact the health of campuses and communities

Commitment

Clearview Local Schools will continue to provide employees and their families with the tools and resources to:

- Help individuals make sound decisions about when and how to access health care services
- Support each person in understanding health risks and modifying behaviors to prevent, manage, or improve health risks and chronic conditions
- Provide meaningful opportunities to encourage healthy living and wise health care use

District Responsibilities

- Offer standard benefit plans that meet the needs of employees and their family members
- Share the responsibility for health care costs
- Provide tools and information to help individuals make good choices when enrolling in benefits and accessing care
- Support and deliver wellness resources through community partners, wellness champions, the health plan administrator, and others; to improve the health and well-being of staff

Member Responsibilities

- Understand benefit plan options and enroll in the plan that best meets individual needs
- Make educated decisions when accessing health care services
- Complete preventive health screenings to reduce risk for developing chronic conditions
- Engage in wellness challenges, activities, and resources provided through community partners, wellness champions, the health plan administrator, and others

Philosophy Statement

We commit to supporting the health and vitality of every educator, so together we can serve students and make a difference in our communities today and in the future. Therefore, Lake Erie Regional Council (LERC) provides competitive health benefits and wellness resources and strives to create an environment where each individual can thrive.

Goals

- Evolve wellness incentives to drive more sustainable health improvement outcomes
- Improve resource and efficiency for wellness programming and tracking
- Improve the health of campuses and communities
- Share responsibility for the cost of benefits and strive for a unified percent target
- Enhance health plan efficiency and offerings
- Educate participants on benefits

Commitment

As a consortium, LERC will maintain a methodical and careful approach to track, plan for, and manage health care costs to ensure sustainability of health care benefits. LERC will continue to provide districts with the tools and resources to:

- Help individuals make sound decisions about when and how to access health care services
- Support each person in understanding health risks and modifying behaviors to prevent, manage, or improve health risks and chronic conditions
- Incorporate health and wellness goals into the district's overarching strategic plan
 - Provide a template for district philosophy statements specific to their mission and strategic plan
 - Include statements about employer's and members' responsibilities

District Responsibilities

- Offer standard benefit plans that meet the needs of employees and their family members
- Share the responsibility for health care costs
- Commit to an "all for one, one for all" consortium approach
- Provide tools and information to help individuals make good choices when enrolling in benefits and accessing care
- Support and deliver wellness resources through community partners, wellness champions, the health plan administrator, and others; to improve the health and well-being of staff



November 2021

**ESC of Lorain County ARP II Consortium
Memorandum of Understanding 2021-2024**

Under the American Rescue Plan Homeless II (ARP II) Fund, if a district does not qualify for a minimum subgrant of \$5,000 or even if it receives more than \$5,000, it may apply for a subgrant jointly in consortia with other districts.

This Memorandum of Understanding represents the agreed-upon program in which the consortium can use the funds to identify homeless children and youth, provide them with wraparound services that address the challenges of COVID-19 and enable them to attend school and fully participate in school activities. The Clearview Local Schools agrees to be a member of a consortium during the **2021-2024** school years. The **Educational Service Center of Lorain County** will act as local educational agency (LEA) Fiscal Agent. The consortium shall be named the **ESC of Lorain County ARP II Homeless Consortium**.

The **Educational Service Center of Lorain County** will be responsible for acting as the fiscal agent for the consortium and will file the required expenditure reports and maintain fiscal records. The consortium will plan to expend all ARP II Homeless funds during the **2022, 2023, and 2024 fiscal years**. **The Educational Service Center of Lorain County** must continue to serve as the fiscal agent for the consortium for the duration of the grant period and/or until all the funds are expended, after which time the Ohio Department of Education will sweep any remaining unexpended balance. The fiscal agent is responsible for ensuring that consortium members fulfill all their fiscal and programmatic responsibilities as subgrantees under ARP II Homeless.

Funds for each LEA were determined according to the state formula of fifty percent in proportion to the amount of funding the LEA received under Title I Part A for the most recent fiscal year; and fifty percent in proportion to the number of children and youth experiencing homelessness identified by the LEA relative to the other LEAs in the state as reported in the 2018-19 or 2019-20 school years (whichever is greater), **The Educational Service Center of Lorain County** ARP II Consortium subgrant amount will be approximately \$42,000 of which \$9306.75 comes from the Clearview Local Schools. In its role as the lead LEA, the **Educational Service Center of Lorain County** will support programs, services, and products as indicated within the approved usages according to the guidance provided for ARP II Homeless funds.



Changes regarding the provision, the scope and/or nature of these services must be made by agreement of the Member LEAs and all funds must be used before the grant period ends. LEA's will agree to attend the **ESC of Lorain County ARP II Homeless Consortium** meetings either face to face or virtually to discuss initial needs, projects, funding and updates on the status of projects that were implemented as a result of the grant..

In addition to the above services and products, the Department will coordinate meetings for the purpose of assessing the needs of the consortium.

Also, the **Educational Service Center of Lorain County** will be responsible for completing and submitting any surveys, documents and any other reports requested by the Ohio Department of Education. The signature of each LEA representative below represents the indication that the consortium has met and conferred and the Member LEAs are in agreement to all stated.

Signatures of Authorized Representatives:

Consortium Lead LEA Representative
(Superintendent or Designee)

District Treasurer

____ David Kish _____
Print Name

Print Name

____ *David Kish* _____
Signature

Signature

____ 11/29/21 _____
Date

Date



Buckeye

COMMUNITY BANK

Today and tomorrow, your partner for growth

MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

This Agreement is made on the 1st day of January, 2022 by and between BUCKEYE COMMUNITY BANK ("Bank") and Clearview Schools ("Depositor").

Section 1. Depositor hereby designates Bank as its depository for Depositor's combination of active, interim and inactive deposits during the period beginning January 1, 2022, to and including December 31, 2025. It will accept for deposit and safekeeping the maximum sum of all or any part of available funds.

Section 2. Bank hereby agrees:

(a) to receive for deposit, during the period of designation, any funds of Depositor and to deposit said funds designated as active deposits into the account(s) designated by Depositor and agreed to by Bank; and

(b) to receive for deposit, during the period of designation, any combination of active, interim or inactive funds (maximum ~~\$5,000,000.00~~ of Depositor pursuant to the terms and Bank's application regarding interim deposits, and to evidence such interim deposits of Certificates of Deposit having the maturities prescribed by law; and

(c) to furnish to the Depositor a monthly statement during any time that the Bank holds any active or interim deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued; and

(d) in order to secure the performance of its obligations hereunder and under its application or applications, to pledge and deposit with a designated trustee, at the option of the Bank, either eligible securities or a pool of eligible securities in accordance with the provisions of Chapter 135 of the Ohio Revised Code; and

(e) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

Section 3. Depositor hereby agrees:

(a) to be subject to the rules and regulations governing the accounts in which the Depositor's active and interim deposits are deposited; and

(b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the Bank may request; and

(c) that Bank may designate, at its option, the manner in which the active and interim deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Clearview Schools

BUCKEYE COMMUNITY BANK

By _____
(Name & Title)

By _____
(Name & Title)

By Mary Ann Nowak
(Name & Title)
Treasurer

By Samantha Abraham
(Name & Title)
EVP Chief Financial Officer



Ohio School Boards Association
 8050 N. High Street, Suite 100
 Columbus, Ohio 43235-6481
 (614) 540-4000

Invoice No. **P3268**

QUESTIONS?
 Business and Finance Division
 (614) 540-4000

1/1/2022

AMOUNT DUE



District Treasurer
 Clearview Local (Lorain)
 4700 BROADWAY
 LORAIN, OH 44052-5542

AMOUNT ENCLOSED



DUE DATE 1/31/2022

OSBA's tax identification number is 31-4414897

PO Number	DESCRIPTION	AMOUNT
	<p>ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January -- December 2022: Dues based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2019-2020 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your annual membership dues will be used to pay actual and necessary registration fees and travel expenses, for OSBA trustees, committee members and other district representatives who represent the Association or its member districts at annual conferences of OSBA or any association of school board associations, state or national advocacy or leadership events, or other conferences, seminars, meetings and similar events at the regional, state and national level.</p> <p>CHOOSE YOUR SUBSCRIPTION BELOW: (Please add any of the below subscription fees to your membership dues for the final invoice amount.)</p>	\$5,417
	<p>BRIEFCASE: OPTION 1 - Email Delivery Only _____ (Acct. 001-2310-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive Briefcase electronically to qualify.</p>	FREE
	<p>BRIEFCASE: OPTION 2 - Email and Paper Delivery _____ (Acct. 001-2310-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.</p>	\$150
	<p>SCHOOL MANAGEMENT NEWS: OPTION 1 - Email Delivery Only _____ (Acct. 001-2412-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive SMN electronically to qualify.</p>	\$150
	<p>SCHOOL MANAGEMENT NEWS: OPTION 2 - Email and Paper Delivery _____ (Acct. 001-2412-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.</p>	\$210

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.

Name	Reimbursement Amount	Movement
Benzel, Doug	\$1,575	MA

CLEARVIEW LOCAL SCHOOLS 2022 - 2023

August 2022

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

September 2022

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

October 2022

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

November 2022

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		

December 2022

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

January 2023

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	31			

February 2023

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March 2023

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April 2023

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

May 2023

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		

June 2023

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

Codes

Inservice	△
Grade Period	□
Vacation	○
Holiday	□
Teacher Records	◇
Professional Dev.	D

NO SCHOOL DAYS FOR STUDENTS

August 22nd and 23rd - Teacher Inservice
 September 5th - Labor Day
 October 14th - NEOEA Teacher Inservice
 October 17th - Professional Dev.
 Nov. 7th - Professional Dev.
 Nov. 23rd - Nov. 25th - Thanksgiving Break
 Dec. 22nd - Jan. 2nd - Winter Break
 January 3rd - Teacher Records
 January 16th - Martin Luther King Day
 February 20st - President's Day
 March 13th - Professional Dev.
 April 6th - April 22 - Spring Break
 May 12th - Professional Dev.
 May 29th - Memorial Day
 June 2nd - Teacher Records

FIRST DAY SCHOOL: August 24, 2022
LAST DAY SCHOOL: June 1, 2023

GRADING PERIODS

1st Aug. 24th - Oct. 21 (41 days)
 2nd Oct. 24 - Dec. 21 (41 days)
 3rd Jan. 4 - March 15 (49 days)
 4th March 16 - May 1 (49 days)

(2nd Semester Begins January 4, 2023)

KINDERGARTEN

SCREENING

August 24th and 25th

START DATES

A-L August 29th
 M-Z August 30th
 All Kindergarteners August 31st

OPEN HOUSE/ORIENTATION

Vincent: Aug. 23rd, 3:30-5:00 p.m. (Grades 1-4)
 Aug. 26th, 3:30-5:00 p.m. (Kindergarten only)

Durling: Aug. 22nd - 3:30-5:00 p.m.

Clearview: Aug. 23rd 4:30-6:00 p.m.
Freshmen Orientation - Aug. 23rd, 4:00-5:00 p.m.

Fall Homecoming September 30, 2022

GRADUATION @ Palace Civic Center
May 31, 2023, 7:00 p.m.

Parent/Teacher Conferences

YES	DMS	CHS
3:30pm - 7:30 pm	3:15 pm - 7:15 pm	3:00 pm - 7:00 pm
Oct. 27th	Sept. 29th	Sept. 22nd
Nov. 3rd	Dec. 1st	Nov. 17th
Feb. 2nd	Feb. 9th	Feb. 16th

Board Adopted :