
EXHIBITS

**COMMUNITY FOUNDATION
of Lorain County**

AGREEMENT ESTABLISHING THE

**CLEARVIEW LOCAL SCHOOLS – CHRISTINE THOMPSON MEMORIAL
SCHOLARSHIP FUND**

THIS AGREEMENT is made on this **10th** day of **August 2020** by and between **CLEARVIEW LOCAL SCHOOLS BOARD OF EDUCATION** (“Donor”) and Community Foundation of Lorain County (“Foundation”) to evidence the absolute transfer by the Donor of property to the Foundation for its public charitable, scientific, literary, and educational purposes. The purpose of this transfer is to establish a permanently endowed **SCHOOL SCHOLARSHIP FUND** to be administered in accordance with the provisions set forth below.

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

5. Distributions and Purpose.

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

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

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

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

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

Jerome Davis, Superintendent

Date

Mary Ann Nowak, Treasurer/CFO

Date

On Behalf of The Community Foundation of Lorain County:

Cynthia H. Andrews, President/CEO

Date

EXHIBIT A

Property contributed by:

CLEARVIEW LOCAL SCHOOLS BOARD OF EDUCATION

Donor

to the:

**CLEARVIEW LOCAL SCHOOLS – CHRISTINE THOMPSON MEMORIAL
SCHOLARSHIP FUND**

of The Community Foundation of Lorain County

Pursuant to Establishment of Fund Agreement
executed the 10th day of August 2020

Property Description:

Gift amount \$ _____

Gift description or check # _____

Gift date received _____

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

EXHIBIT B

**PROCEDURES AND GUIDELINES FOR ADMINISTRATION OF
CLEARVIEW LOCAL SCHOOLS – CHRISTINE THOMPSON MEMORIAL SCHOLARSHIP
FUND**

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

Received and approved by:

Jerome Davis, Superintendent

Date

Mary Ann Nowak, Treasurer/CFO

Date

AIA Document G701 - 2017

Change Order

PROJECT: <i>(Name and address)</i> Clearview Bus Garage	CONTRACT INFORMATION: Contract For: General Construction Date: February 12, 2020	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: May 20, 2020
OWNER: <i>(Name and address)</i> Clearview Local School District 4700 Broadway Avenue Lorain, Ohio 44052	ARCHITECT: <i>(Name and address)</i> GPD Group 520 South Main Street Suite 2531 Akron, Ohio 44311	CONTRACTOR: <i>(Name and address)</i> Seitz Builders, Inc. 8055 Broadway Road Broadway Heights, Ohio 44147

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

P.C.O.S #7 – Additional Underground Obstacles - \$710.70 (add)
(see attached)

P.C.O.S # 8 – Cap Gasline - \$1,776.75 (add)
(see attached)

C.O. #1 – Deduct of \$6,000.00 has been removed (add)

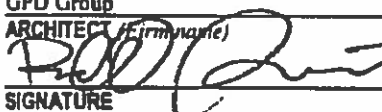

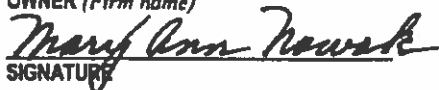
TOTAL THIS CHANGE ORDER - \$8,487.45

The original Contract Sum was	\$ 1,687,000.00
The net change by previously authorized Change Orders	\$ 4,318.54
The Contract Sum prior to this Change Order was	\$ 1,691,318.54
The Contract Sum will be increased by this Change Order in the amount of	\$ 8,487.45
The new Contract Sum including this Change Order will be	\$ 1,699,805.99

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be unchanged

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<p>GPD Group ARCHITECT <i>(Firm name)</i>  SIGNATURE Russell Gayheart, Project Architect PRINTED NAME AND TITLE May 20, 2020 DATE</p>	<p>Seitz Builders, Inc. CONTRACTOR <i>(Firm name)</i>  SIGNATURE Robert B. Seitz PRINTED NAME AND TITLE May 20, 2020 DATE</p> <p><small>Digitally signed by Robert B. Seitz DN: cn=Robert B. Seitz, o=Seitz Builders, Inc., ou=President, email=robert.seitz@seitzbuilder.com, c=US 2020.05.20 09:08:43</small></p>	<p>Clearview Local School District OWNER <i>(Firm name)</i>  SIGNATURE Mary Ann Nowak, Treasurer/CFO PRINTED NAME AND TITLE 5/28/2020 DATE</p>
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SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #7 ADDITIONAL UNDERGROUND OBSTACLES

SUBMITTED TO: RUSSELL GAYHEART
 GPD GROUP

DATE: 5-14-2020

OWNER'S NAME: CLEARVIEW LOCAL SCHOOLS

JOB NAME: CLEARVIEW BUS GARAGE

EXISTING CONTRACT OR PROJECT NO. & DATE: 2018200.13 - FEBRUARY 20,2020

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

SEITZ BUILDERS, INC.

PAGE 2 OF 3

SEE ATTACHED INVOICE FROM A. MILLER	\$ 600.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	\$ -
TOTAL COSTS	\$ 600.00
15 % OVERHEAD	\$ 90.00
SUBTOTAL	\$ 690.00
<u>3% BOND & INSURANCE</u>	<u>\$ 20.70</u>
TOTAL	\$ 710.70

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED T.B.D. ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 5-21-2020, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (\$) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE-CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

A. Miller

EXCAVATING LLC

P.O. Box 380
Vermillion, OH 44089

Date 5/12/2020
Invoice # 2946

Bill To
Seitz Builders
8055 Broadview Rd.
Broadview Heights, OH 44147

P.O. #
Terms Net 15

Description	Qty	Rate	Amount
Cost for Retaining wall adjustments at Clearview Schools Bus Garage, 4700 Broadway Avenue, Lorain OH.			
Saw cut 20" section of one side of precast retaining. Concrete 12" thick with rebar in wall. Price includes cutting, labor and equipment. (NOTE- the wall required cutting due location of existing utilities)	1	600.00	600.00
Sales Tax		8.75%	0.00

Please make checks payable to Abraham Miller Excavating LLC

Abraham/Miller Excavating LLC
miller-excavating@hotmail.com

440-225-5639
440-984-0067

Total	\$600.00
Payments/Credits	50.00
Balance Due	\$600.00

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #8 CAP GASLINE

SUBMITTED TO: RUSSELL GAYHEART
 GPD GROUP

DATE: 5-14-2020

OWNER'S NAME: CLEARVIEW LOCAL SCHOOLS

JOB NAME: CLEARVIEW BUS GARAGE

EXISTING CONTRACT OR PROJECT NO. & DATE: 2018200.13 – FEBRUARY 20, 2020

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

SEITZ BUILDERS, INC.

PAGE 2 OF 3

SEE ATTACHED QUOTE FROM WARTKO	\$ 1,500.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	\$ _____
TOTAL COSTS	\$ 1,500.00
15 % OVERHEAD	\$ 225.00
SUBTOTAL	\$ 1,725.00
<u>3% BOND & INSURANCE</u>	<u>\$ 51.75</u>
TOTAL	\$ 1,776.75

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED T.B.D. ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE 5-21-2020, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

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ARTICLE III

THE AMOUNT (S) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE-CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER

PHONE (330)673-5252

FAX (330)673-5501

QUOTE

Don Wartko Construction, Inc.

(Equal Opportunity Employer)

*975 Tallmadge Road
Kent, Ohio 44240*

Name	Seitz Builders Inc.	Date	6/15/2010
Address	8055 Broadview Rd.	Quote No.	1000
City	Broadview Hts. State OH ZIP 44147	Rep	Dave Wartko
Phone	(440)838-1011 Fax (440)838-1806		
ATTN:	Nick Hurst		

Qty	Description	Unit Price	TOTAL
	PROJECT: Clearview Bus Garage		
1	Cap and abandon gas line	\$1,500.00	\$1,500.00
		SubTotal	\$1,500.00
		Shipping & Handling	\$0.00
		Taxes State	\$0.00
		TOTAL	\$1,500.00

5/19/2020

Re: Class Gift to the Class of 2021

To whom it may concern:

The class officers of the Class of 2020 would like to gift the remaining balance of the 2020 Class account to the Class of 2021. Thank you.

Nelia Holley

Leon Stone

Karlaya King

Seth Killinger

Alicia Howard <alicia.howard@clearviewschools.org>

Class of 2020 account

15 messages

Alicia Howard <alicia.howard@clearviewschools.org>

Wed, May 13, 2020 at 10:58 AM

To: Leon Stone <lstone20@clearviewschools.org>, Karlaya King <kking20@clearviewschools.org>, Nella Holley <nholley20@clearviewschools.org>, Seth Killinger <skillinger20@clearviewschools.org>

Hello there Class leaders! I have a request for you. Every year, the graduating class typically "gifts" the remaining balance of their class account to the next graduating class. The money in the account does not stay there for future use by the class of 2020 for any reason. Any funds that are left will eventually transfer to the general fund if they are not gifted to the next class. In order to do this, the treasurer needs documentation from all class leaders. If you are all willing, I can create a document that you will all need to sign (maybe virtually) if I can do it that way. Then it will be turned into the treasurer to transfer the funds at the end of the year. Let me know your thoughts. Thanks so much!

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :)****

Alicia Howard
School Counselor A-L
Clearview High School

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Seth Killinger <skillinger20@clearviewschools.org>

Wed, May 13, 2020 at 11:00 AM

To: Alicia Howard <alicia.howard@clearviewschools.org>

Okay I'd sign but how would I transfer it being that I'm the treasurer

[Quoted text hidden]

Alicia Howard <alicia.howard@clearviewschools.org>

Wed, May 13, 2020 at 11:01 AM

To: Seth Killinger <skillinger20@clearviewschools.org>

The district treasurer will do it. I just need your signature.

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :) ****

Alicia Howard
School Counselor A-L
Clearview High School

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[Quoted text hidden]

Seth Killinger <skillinger20@clearviewschools.org>
To: Alicia Howard <alicia.howard@clearviewschools.org>

Wed, May 13, 2020 at 11:02 AM

Oh okay thanks will do

[Quoted text hidden]

Alicia Howard <alicia.howard@clearviewschools.org>
To: Seth Killinger <skillinger20@clearviewschools.org>

Wed, May 13, 2020 at 11:03 AM

I will send the letter to you once I hear from the others.

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :) ****

Alicia Howard
School Counselor A-L
Clearview High School

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[Quoted text hidden]

Seth Killinger <skillinger20@clearviewschools.org>
To: Alicia Howard <alicia.howard@clearviewschools.org>

Wed, May 13, 2020 at 11:08 AM

Alright sounds good

[Quoted text hidden]

Nelia Holley <nholley20@clearviewschools.org>

Wed, May 13, 2020 at 4:10 PM

To: Alicia Howard <alicia.howard@clearviewschools.org>

Cc: Karlaya King <kking20@clearviewschools.org>, Leon Stone <lstone20@clearviewschools.org>, Seth Killinger <skillinger20@clearviewschools.org>

Sounds good to me.

[Quoted text hidden]

Karlaya King <kking20@clearviewschools.org>

Wed, May 13, 2020 at 4:16 PM

To: Nelia Holley <nholley20@clearviewschools.org>

Cc: Alicia Howard <alicia.howard@clearviewschools.org>, Leon Stone <lstone20@clearviewschools.org>, Seth Killinger <skillinger20@clearviewschools.org>

Sounds good to me too.

[Quoted text hidden]

Leon Stone <lstone20@clearviewschools.org>

Wed, May 13, 2020 at 7:05 PM

To: Karlaya King <kking20@clearviewschools.org>

Cc: Alicia Howard <alicia.howard@clearviewschools.org>, Nelia Holley <nholley20@clearviewschools.org>, Seth Killinger <skillinger20@clearviewschools.org>

Sounds good to me too.

[Quoted text hidden]

Alicia Howard <alicia.howard@clearviewschools.org>

Mon, May 25, 2020 at 7:24 PM

To: Karlaya King <kking20@clearviewschools.org>

Cc: Seth Killinger <skillinger20@clearviewschools.org>

Hello! I sent a google doc for the class gift money transfer to the class of 2021. Would you be able to sign it electronically. Just add your names like Leon and Nelia did. Let me know if you can't find it.

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :)****

Alicia Howard

School Counselor A-L

Clearview High School

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[Quoted text hidden]

Seth Killinger <skillinger20@clearviewschools.org>
To: Alicia Howard <alicia.howard@clearviewschools.org>

Mon, May 25, 2020 at 7:39 PM

Yeah where would I sign it?
[Quoted text hidden]

Karlaya King <kking20@clearviewschools.org>
To: Alicia Howard <alicia.howard@clearviewschools.org>
Cc: Seth Killinger <skillinger20@clearviewschools.org>

Mon, May 25, 2020 at 7:51 PM

Done!
[Quoted text hidden]

Alicia Howard <alicia.howard@clearviewschools.org>
To: Seth Killinger <skillinger20@clearviewschools.org>

Mon, May 25, 2020 at 8:06 PM

Just put your name under Karlya

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :)****

Alicia Howard
School Counselor A-L
Clearview High School

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[Quoted text hidden]

Seth Killinger <skillinger20@clearviewschools.org>
To: Alicia Howard <alicia.howard@clearviewschools.org>

Mon, May 25, 2020 at 8:07 PM

Okay I just did it so all good
[Quoted text hidden]

Alicia Howard <alicia.howard@clearviewschools.org>
To: Seth Killinger <skillinger20@clearviewschools.org>

Mon, May 25, 2020 at 8:08 PM

Awesome, thanks!

****Please do not misinterpret a short or direct response as rude. I am just doing my best to respond as quickly as I can :)****

Alicia Howard
School Counselor A-L
Clearview High School

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[Quoted text hidden]

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

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

We will perform the following services:

Costin and Kendall will assist the Clearview Local School District (the District) in the annual compilation of its financial statements for the fiscal year ending June 30, 2020 in compliance with the requirements of the Ohio Auditor of State and consistent with the presentation requirements of Governmental Accounting Standards Board Statement No. 34, using the cash basis of accounting, a comprehensive basis of accounting other than generally accepted accounting principles (GAAP). Ohio Administrative Code Section 117-2-03 (B) requires the District's financial report to follow GAAP, however management has elected to prepare its financial statements in accordance with the cash basis of accounting.

Our Responsibilities

The objective of our engagement is to

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

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

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

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

Clearview Local School District

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

Your Responsibilities

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

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

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

Our Report

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

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

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

Clearview Local School District

Other Relevant Information

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

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

2020 OCBOA Look-alike conversion assistance \$ 2,575 - \$ 4,120

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

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

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

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

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

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

July 5, 2020

Costin and Kendall, CPA's

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

Authorized signature

Title

Date

AIA Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Clearview Bus Garage	CONTRACT INFORMATION: Contract For: General Construction Date: February 12, 2020	CHANGE ORDER INFORMATION: Change Order Number: 008 Date: June 16, 2020
OWNER: <i>(Name and address)</i> Clearview Local School District 4700 Broadway Avenue Lorain, Ohio 44052	ARCHITECT: <i>(Name and address)</i> GPD Group 520 South Main Street Suite 2531 Akron, Ohio 44311	CONTRACTOR: <i>(Name and address)</i> Seitz Builders, Inc. 8055 Broadway Road Broadway Heights, Ohio 44147

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Footer Undercut -

Total Costs: \$23,898.00

15% Overhead: \$3,584.70

Subtotal: \$27,482.70


3% Bond & Insurance: \$824.48

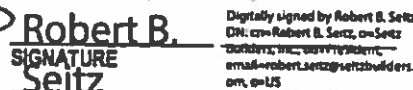
TOTAL: \$28,307.18

The original Contract Sum was	\$ 1,687,000.00
The net change by previously authorized Change Orders	\$ 12,805.99
The Contract Sum prior to this Change Order was	\$ 1,699,805.99
The Contract Sum will be increased by this Change Order in the amount of	\$ 28,307.18
The new Contract Sum including this Change Order will be	\$ 1,728,113.17
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be unchanged	

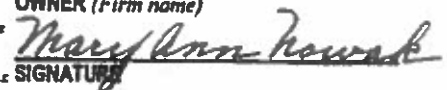
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GPD Group
ARCHITECT (Firm name)

SIGNATURE
 Russell Gayheart, Project Manager
PRINTED NAME AND TITLE
 June 16, 2020
DATE

Seitz Builders, Inc.
CONTRACTOR (Firm name)
 Robert B. Seitz

SIGNATURE
 Bob Seitz
PRINTED NAME AND TITLE
 June 16, 2020
DATE

Digitally signed by Robert B. Seitz
 DN: cn=Robert B. Seitz, o=Seitz
 Builders, Inc., email=robert.seitz@seitzbuilders.
 com, c=US
 Date: 2020.06.25 11:14:23 -0400

Clearview Local School District
OWNER (Firm name)

SIGNATURE
 Mary Ann Nowalk, Treasurer
PRINTED NAME AND TITLE
 6/25/2020
DATE

SEITZ BUILDERS, INC.

PAGE 1 OF 3

PRE-CHANGE ORDER SUMMARY AND ADDITIONAL WORK AUTHORIZATION OR FIELD CHANGE DIRECTIVE

P.C.O.S. #9 FOOTER UNDERCUT

SUBMITTED TO: RUSSELL GAYHEART
 GPD GROUP

DATE: 5-14-2020

OWNER'S NAME: CLEARVIEW LOCAL SCHOOLS

JOB NAME: CLEARVIEW BUS GARAGE

EXISTING CONTRACT OR PROJECT NO. & DATE: 2018200.13 - FEBRUARY 20, 2020

SUMMARY OF CHANGES: PER YOUR REQUEST WE HAVE PRICED THE FOLLOWING:

SEE ATTACHED PRICING QUOTE.

SEITZ BUILDERS, INC.

PAGE 2 OF 3

SEE ATTACHED QUOTE FROM SLOAN	\$ 23,898.00
SEITZ BUILDERS, INC. HR.@ \$75.00/HR COST OF SUPERVISION AND FIELD OFFICE PERSONNEL DIRECTLY ATTRIBUTED TO THIS CHANGE	\$ -
TOTAL COSTS	\$ 23,898.00
15 % OVERHEAD	\$ 3,584.70
SUBTOTAL	\$ 27,482.70
<u>3% BOND & INSURANCE</u>	<u>\$ 824.48</u>
TOTAL	\$ 28,307.18

WE WILL REQUIRE A WRITTEN CHANGE ORDER ACCORDING TO THE CONTRACT DOCUMENTS. WE WILL NEED T.B.D. ADDITIONAL DAYS TO COMPLETE THIS WORK, PROVIDING A SIGNED CHANGE ORDER IN ACCORDANCE TO THE CONTRACT DOCUMENTS IS RECEIVED BEFORE N/A, IF NOT RECEIVED BEFORE THIS DATE THE ABOVE PRICING IS NULL AND VOID.

SIGNATURE: _____ DATE _____
OWNER

SIGNATURE: _____ DATE _____
SEITZ BUILDERS, INC.

NO WORK WILL COMMENCE UNTIL SIGNED ACCEPTANCE IS RECEIVED PER THE CONTRACT.

SEITZ BUILDERS, INC.

PAGE 3 OF 3

CHANGE ORDER ARTICLES (To be included with each Change Order agreement)

ARTICLE I

THIS CHANGE ORDER MAY CAUSE UNFORESEEN AND UNCONTEMPLATED DELAYS TO, HINDRANCES TO, INTERFERENCE'S WITH AND/OR DISRUPTIONS TO ORIGINAL CONTRACT WORK AND/OR TO OTHER CHANGE ORDER WORK. THE COSTS OF THOSE DELAYS, HINDRANCES, BOTH IN TIME AND MONEY ARE NOT PART OF THIS CHANGE ORDER AND THE RIGHT TO SUCH ADDITIONAL COSTS AND TIME IS SPECIFICALLY RESERVED AND NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER.

ARTICLE II

CHANGES TO AND EFFECTS UPON CONSTRUCTION SCHEDULES, AND ORIGINAL PERFORMANCE TIME, ORIGINAL COSTS, METHODS, MEANS, SEQUENCES AND PROCEDURES OF CONSTRUCTION OF ALL OTHER CONTRACT CHANGE ORDERS ARE NOT PART OF THIS CHANGE ORDER. ALL RIGHTS ARE RESERVED AND NOT ACCORDED OR SATISFIED REGARDING SUCH CHANGES AND EFFECTS.

ARTICLE III

THE AMOUNT (\$) SET FORTH IN THIS CHANGE ORDER ARE FULL REIMBURSEMENT FOR THE DIRECT COST OF ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY TO PERFORM THE WORK DESCRIBED IN THIS PRE-CHANGE ORDER SUMMARY ATTACHED. ALL RIGHTS ARE RESERVED AND ARE NOT ACCORDED OR SATISFIED BY THIS CHANGE ORDER REGARDING ADDITIONAL TIME REQUIRED OR ADDITIONAL COST INCURRED TO PERFORM ANY AND ALL OTHER WORK OF THIS CONTRACT (INCLUDING OTHER CHANGES ORDERS), CAUSED BY THIS CHANGE ORDER.

William Seitz

From: William Seitz <william.seitz@seitzbuilders.com>
Sent: Thursday, May 28, 2020 1:19 PM
To: 'Gayheart, Russell'; 'Nicholas Hurst'
Cc: 'ROBERT B SEITZ'
Subject: RE: Undercut explanation - 5/28/2020

Russell,

FYI. We still have to proof roll the area under the salt dome and adjacent Phase 1 paving areas so there could be some remediation work if Geo-Sci directs.

Bill

William M. Seitz
Seitz Builders, Inc.
8055 Broadview Road
Broadview Heights, Ohio 44147

Phone: 440-838-1011 x11
Fax: 440-838-1806

From: Gayheart, Russell <rgayheart@gpdgroup.com>
Sent: Thursday, May 28, 2020 11:47 AM
To: Nicholas Hurst <nick.h@seitzbuilders.com>
Cc: 'William Seitz' <william.seitz@seitzbuilders.com>; 'ROBERT B SEITZ' <robert.seitz@seitzbuilders.com>
Subject: RE: Undercut explanation - 5/28/2020

Thanks.

Yes, please process this pricing into a PCOS. Please attach all the back-up documentation for record.

Please confirm that Sloan's comment on their Change Order Summary of "this change order only includes work performed to this point" is closed, and that no additional costs associated with undercutting is expected (to the best of your knowledge).

Thanks,

Russell Gayheart, AIA, LEED AP BD+C
Architect
Licensed in OH

GPD GROUP
ARCHITECTS • ENGINEERS • PLANNERS
T: 330.572.3525 / M: 330.806.8388 / F: 330.572.2101
520 South Main Street, Suite 2531, Akron, OH 44311

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William Seitz

From: Gayheart, Russell <rgayheart@gpdgroup.com>
Sent: Thursday, May 28, 2020 11:47 AM
To: Nicholas Hurst
Cc: 'William Seitz'; 'ROBERT B SEITZ'
Subject: RE: Undercut explanation - 5/28/2020

Thanks.

Yes, please process this pricing into a PCOS. Please attach all the back-up documentation for record.

Please confirm that Sloan's comment on their Change Order Summary of "this change order only includes work performed to this point" is closed, and that no additional costs associated with undercutting is expected (to the best of your knowledge).

Thanks,

Russell Gayheart, AIA, LEED AP BD+C
Architect
Licensed in OH

GPD GROUP

ARCHITECTS • ENGINEERS • PLANNERS
T: 330.572.3525 / M: 330.806.8388 / F: 330.572.2101
520 South Main Street, Suite 2531, Akron, OH 44311

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From: Nicholas Hurst <nick.h@seitzbuilders.com>
Sent: Thursday, May 28, 2020 11:29 AM
To: Gayheart, Russell <rgayheart@gpdgroup.com>
Cc: 'William Seitz' <william.seitz@seitzbuilders.com>; 'ROBERT B SEITZ' <robert.seitz@seitzbuilders.com>
Subject: FW: Undercut explanation - 5/28/2020

Russell,

See below explanation for the undercut pricing as it was submitted with a breakdown and all the supporting backup from GeoSci.

Please review this with the owner and advise if we are to process this pricing into a PCOS to be processed into a Change Order for the project.

Thank You,
Nick Hurst
Superintendent
440.773.9493
Seitz Builders Inc.
8055 Broadview Rd
Broadview Heights, OH 44147
P: 440.838.1011

F: 440.838.1806

From: steve.lenhart@sloan-concrete.com <steve.lenhart@sloan-concrete.com>
Sent: Thursday, May 28, 2020 11:01 AM
To: Nicholas Hurst <nick.h@seitzbuilders.com>
Subject: Undercut explanation

Nick, The overage in the undercut is a result of only having four boring logs showing depth of bedrock at 3.5 to 5.5 feet. In spots we reached depths of approximately nine feet. Obviously this created an added amount of lien concrete but it also resulted in wider footings to safely excavate to that depth. Also with the added lien concrete we had a loss of productivity in placing our rebar while waiting for the lien concrete to set up. The overall inconsistency in the the bedrock was not what we anticipated based on the boring logs and limited information we had.

Thank you,

Steve Lenhart

Estimator
T: 419.368.4333 | M: 330.465.7686



William Seitz

From: Nicholas Hurst <nick.h@seitzbuilders.com>
Sent: Thursday, April 30, 2020 11:52 AM
To: 'Gayheart, Russell'
Cc: 'William Seitz'; 'ROBERT B SEITZ'
Subject: CBG - undercut per GeoSci for soils pricing breakdown - 4/30/2020
Attachments: clearview -engineering-40027-9.pdf; clearview -engineering-40027-10.pdf; clearview -engineering-40027-8.pdf; clearview -engineering-40027-3.pdf; inv_2919_from_abrahammiller_excavating_llc_56280 (1).pdf; terminal invoices.pdf; clearview -engineering-40027-5.pdf; clearview -engineering-40027-4.pdf; clearview -engineering-40027-7.pdf; Estimate_3589_from_Sloan_Concrete.pdf; clearview -engineering-40027-6.pdf; clearview undercut break down.pdf; sloan_thru_4_03 (1).pdf

Russell,

See attached estimate, breakdown, and supporting backup documents from GeoSci and Terminal Ready Mix for the costs incurred by the concrete contractor for the undercuts for the footers for the CBG project. Please note that this does NOT include any allowable markups, and is being sent to you for your review before we formalize into a PCOS for the project, pending your approval to do so.

Thank You,
Nick Hurst
Superintendent
440.773.9493
Seitz Builders Inc.
8055 Broadview Rd
Broadview Heights, OH 44147
P: 440.838.1011
F: 440.838.1806

From: Sloan Concrete <quickbooks@notification.intuit.com>
Sent: Thursday, April 30, 2020 10:07 AM
To: nick.h@seitzbuilders.com
Cc: jusloan55@yahoo.com
Subject: Estimate from Sloan Concrete

To: Seitz Builders

Please review the attached estimate in PDF format or plain text format below. Feel free to contact us if you have any questions. We look forward to working with you.

Sincerely,
Sloan Concrete

----- Estimate -----

Sloan Concrete
500 Virginia Avenue
Ashland, OH 44805
(419)651-4477
jusloan55@yahoo.com

Estimate

ADDRESS
Seltz Builders

ESTIMATE # 3589
DATE 04/17/2020

ACTIVITY	QTY	RATE	AMOUNT
Services Clearview Bus Garage Change Order #2 Includes -All cost associated with the over excavation required		23,898.00	23,898.00

This change order only Includes work performed to this point

Thank you for considering Sloan Concrete for your project.

TOTAL **\$23,898.00**

Accepted By

Accepted Date

500 Virginia Avenue
Ashland, OH 44805
(419) 651-4477

Estimate #: 3589
Date: 04/17/2020
\$23,898.00

Address:

Seitz Builders

Activity	Service	Qty	Rate	Amount
Clearview Bus Garage Change Order #2 Includes -All cost associated with the over excavation required	Services		23,898.00	23,898.00

**This change order only
includes work performed
to this point**

Total: \$23,898.00

Thank you for considering Sloan Concrete for your project.

Clearview Undercut Break down

What we budgeted

Labor

-192 Hours at \$39

-96 Hours at \$49

-Markup \$275 per man day x 24

Total \$18,767

Equipment

Total \$2,935

Concrete

-183 yards 4000PSI at \$105 per yard

Total \$19,215

Total amount budgeted for areas affected by undercut

\$40,917

What was needed

Labor

-199 Hours at \$39

-64 Hours at \$49

-Markup 250 per man x 24

Does not include Abraham/Miller Excavating

Total \$16,897

Equipment

Total \$735

Abraham/Miller Invoice

*See Attached

Total \$12,560

Concrete

248 yards 400PSI at \$104 per yard

87 yards 1500PSI at \$99.50 per yard

335 yards of heated water at 5 per yard

Total \$64,815

A. Miller

EXCAVATING LLC

P.O. Box 380
Vermillion, OH 44089

Invoice

Date 4/8/2020
Invoice # 2919

Bill To
Sloan Concrete
500 Virginia Ave.
Ashland, OH 44805

P.O. #
Terms

Description	Qty	Rate	Amount
Invoice for equipment and trucking at Clearview Schools Bus Garage, Lorain OH.			
NOTE- Standard rate includes- 160 excavator with rock teeth bucket, 1 laborer checking grade, 60 excavator with hammer and buckets, 1- 18 ton dump truck and dumpsite. Total= \$370.00 per hour.			
NOTE- Extra trucks added per hour- Single axel dump = \$75.00 per hour, Quad axel dump = \$85.00 per hour also includes dumpsite.			
Tuesday March 31st- Standard Rate 8.5 hours	8.5	370.00	3,145.00
Tuesday March 31st- Extra Single axel dump truck- 7.5 hours	7.5	75.00	562.50
Tuesday March 31st- Extra quad axel dump truck- 5 hours	5	85.00	425.00
4/1/2020- Standard Rate 8 hours	8	370.00	2,960.00
4/1/2020- Extra quad axel dump truck 8 hours	8	85.00	680.00
4/2/2020- Standard Rate 8 hours	8	370.00	2,960.00
4/2/2020- Extra quad axel dump truck 8 hours	8	85.00	680.00
4/20/20- CREDIT- Mini excavator and labor time locating gasoline. 1.5 hours at \$145.00 per hour .		-217.50	-217.50

Please make checks payable to Abraham Miller Excavating LLC

Abraham/Miller Excavating LLC
miller-excavating@hotmail.com

440-225-5639
440-984-0067

Total
Payments/Credits
Balance Due

A. Miller

EXCAVATING LLC

P.O. Box 380
Vermillion, OH 44089

Invoice

Date 4/8/2020
Invoice # 2919

Bill To
Sloan Concrete
500 Virginia Ave.
Ashland, OH 44805

P.O. #
Terms

Description	Qty	Rate	Amount
4/3/2020- Standard Rate 3 hours	3	370.00	1,110.00
4/3/2020- Extra quad axel dump truck 3 hours	3	85.00	255.00
Sales Tax		6.75%	0.00

Please make checks payable to Abraham Miller Excavating LLC

Abraham/Miller Excavating LLC
miller-excavating@hotmail.com

440-225-5639
440-984-0067

Total	\$12,560.00
Payments/Credits	\$0.00
Balance Due	\$12,560.00

DISPATCH
(440) 288-0181 & 288-0182
ACCOUNTING
(440) 288-1717

TERMINAL READY-MIX, INC.

"QUALITY AND SERVICE SINCE 1954"
524 Colorado Avenue, Lorain, Ohio 44052



DATE	PLANT	TRUCK	DRIVER	JOB/PURCHASE ORDER #	USE	INVOICE #
04/03/20	1	102	NICK B.	SLOANC	FOOTER	00106050

SOLD TO: SLOAN CONCRETE, LLC 500 VIRGINIA AVE. ASHLAND OH. 44805	DELIVER TO: CLEARVIEW BUS GARAGE 100 N. RIDGE RD. (SHEFF. TWP.) W. 21ST ST. WEST TO BROADWAY SOUTH TO N. RIDGE RD WEST
--	---

TIME LOADED	ARRIVE ON JOB	START UNLOAD	FINISH UNLOAD	LEFT JOB	RETURN TO YARD	TRIP TIME
12:52:50						

QUANTITY ORDERED	THIS SHIPMENT	SHIPPED TO DATE	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
60.00	70.00 70.00	70.00	C. Y.	4000PSI N/A WINTER HEAT	(NT) (NT) 99.00 5.00	6930.00 350.00

REASON FOR DELAY: <input type="checkbox"/> JOB NOT READY <input type="checkbox"/> ARRIVED ON JOB EARLY <input type="checkbox"/> JOB BROKE DOWN <input type="checkbox"/> SLOW PLACING METHOD <input type="checkbox"/> TRUCK BROKE DOWN <input type="checkbox"/> OTHER	DEMURRAGE: _____ MINUTES X \$ _____ <i>Five minutes per yard free unloading time after truck arrives on job will be allowed. Customer delay over this time will be charged at the demurrage rate per hour or fraction thereof.</i>	SUBTOTAL 7280.00 TAX 0.00 TOTAL 7280.00
---	---	---

GALLONS WATER ADDED AT JOB: _____ CONCRETE TEST: YES NO

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE BEYOND THE CURB LINE. SIGNER ACCEPTS RESPONSIBILITY FOR ALL DAMAGE INCLUDING TOWING CHARGES AND MUD TRACKED ON STREETS. WE DO NOT GUARANTEE FINISHED RESULTS AS MANY IMPORTANT FACTORS ARE OUT OF OUR CONTROL.

SIGNED BY: _____ DATE: _____ WARNING: Keep all skin covered and dry when working with concrete, cement, or mortar.

OFFICE COPY

DISPATCH
 (440) 288-0181 & 288-0182
 ACCOUNTING
 (440) 288-1717

TERMINAL READY-MIX, INC.

"QUALITY AND SERVICE SINCE 1954"
 524 Colorado Avenue, Lorain, Ohio 44052



DATE	PLANT	TRUCK	DRIVER	JOB/PURCHASE ORDER #	USE	INVOICE #
04/02/20	1	109	GETILD	SLOANC	FOOTER	00106020

DELIVER TO: SLOAN CONCRETE, LLC 500 VIRGINIA AVE. ASHLAND OH. 44805	DELIVER TO: CLEARVIEW BUS GARAGE 100 N. RIDGE RD. (SHEFF. TWP.) W. 21ST ST. WEST TO BROADWAY SOUTH TO N. RIDGE RD WEST
---	---

TIME LOADED	ARRIVE ON JOB	START UNLOAD	FINISH UNLOAD	LEFT JOB	RETURN TO YARD	TRIP TIME
13:42:57						

QUANTITY ORDERED	THIS SHIPMENT	SHIPPED TO DATE	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
60.00	78.00 78.00	78.00	C.Y.	4000PSI N/A WINTER HEAT	(NT) 5.00	7722.00 390.00

REASON FOR DELAY <input type="checkbox"/> JOB NOT READY <input type="checkbox"/> ARRIVED ON JOB EARLY <input type="checkbox"/> JOB BROKE DOWN <input type="checkbox"/> SLOW PLACING METHOD <input type="checkbox"/> TRUCK BROKE DOWN <input type="checkbox"/> OTHER	DEMURRAGE: _____ MINUTES X \$ _____ /hr <i>Five minutes per yard free unloading time after truck arrives on job will be allowed. Customer delay over this time will be charged at the demurrage rate per hour or fraction thereof.</i>	SUBTOTAL TAX TOTAL	8112.00 0.00 8112.00
---	--	---	----------------------------

GALLONS WATER ADDED AT JOB: _____ CONCRETE TEST YES NO

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE BEYOND THE CURB LINE. BUYER ACCEPTS RESPONSIBILITY FOR ALL DAMAGE INCLUDING TOWING CHARGES AND MUD TRACKED ON STREETS. WE DO NOT GUARANTEE FINISHED RESULTS AS MANY IMPORTANT FACTORS ARE OUT OF OUR CONTROL.

SIGNED BY: _____ DATE: _____ **WARNING: Keep all skin covered and dry when working with concrete, cement, or mortar.**

OFFICE COPY

DISPATCH
 (440) 288-0181 & 288-0182
 ACCOUNTING
 (440) 288-1717

TERMINAL READY-MIX, INC.

"QUALITY AND SERVICE SINCE 1954"
 524 Colorado Avenue, Lorain, Ohio 44052



DATE 04/02/20	PLANT I III	TRUCK	DRIVER GERALD	JOB/PURCHASE ORDER # SLOANC	USE MUD MAT	INVOICE # 00106024
SOLD TO: SLOAN CONCRETE, LLC 500 VIRGINIA AVE. ASHLAND OH. 44805				DELIVER TO: CLEARVIEW BUS GARAGE 100 N. RIDGE RD. (SHEFF. TWP.) W. 21ST ST. WEST TO BROADWAY SOUTH TO N. RIDGE RD WEST		
TIME LOADED 15:24:43	ARRIVE ON JOB	START UNLOAD	FINISH UNLOAD	LEFT JOB	RETURN TO YARD	TRIP TIME
QUANTITY ORDERED	THIS SHIPMENT	SHIPPED TO DATE	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
20.00	20.00 20.00 2.00	20.00	C. Y.	1500# N/A MUDMAT (NT) WINTER HEAT (NT) LATE LOAD (NT)	96.50 5.00 40.00	1930.00 100.00 80.00
REASON FOR DELAY				DEMURRAGE: _____ MINUTES X \$ _____ Per	SUBTOTAL	2110.00
<input type="checkbox"/> JOB NOT READY <input type="checkbox"/> ARRIVED ON JOB EARLY <input type="checkbox"/> JOB BROKE DOWN <input type="checkbox"/> SLOW PLACING METHOD <input type="checkbox"/> TRUCK BROKE DOWN/ OTHER				Five minutes per yard free unloading time after truck arrives on job will be allowed. Customer delay over this time will be charged at the demurrage rate per hour or fraction thereof.	TAX	0.00
					TOTAL	2110.00
GALLONS WATER ADDED AT JOB: _____ + _____ + _____ + _____ + _____					CONCRETE TEST: <input type="checkbox"/> YES <input type="checkbox"/> NO	
WE ARE NOT RESPONSIBLE FOR ANY DAMAGE BEYOND THE CURB LINE. SIGNER ACCEPTS RESPONSIBILITY FOR ALL DAMAGE INCLUDING TOWING CHARGES AND MUD TRACKED ON STREETS. WE DO NOT GUARANTEE FINISHED RESULTS AS MANY IMPORTANT FACTORS ARE OUT OF OUR CONTROL.						
SIGNED BY: _____				DATE: _____		
WARNING: Keep all skin covered and dry when working with concrete, cement, or mortar.						

DISPATCH
 (440) 288-0181 & 288-0182
 ACCOUNTING
 (440) 288-1717

TERMINAL READY-MIX, INC.

"QUALITY AND SERVICE SINCE 1954"
 524 Colorado Avenue, Lorain, Ohio 44052



DATE 04/01/20	PLANT 1 71	TRUCK 0188	DRIVER SLOANC	JOB/PURCHASE ORDER # SLOANC	USE FOOTER	INVOICE # 00105993
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DELIVER TO:
 SLOAN CONCRETE, LLC
 500 VIRGINIA AVE.
 ASHLAND OH. 44805

DELIVER TO:
 CLEARVIEW BUS GARAGE
 100 N. RIDGE RD. (SHEFF. TWP.)
 W. 21ST ST. WEST TO BROADWAY
 SOUTH TO N. RIDGE RD WEST

TIME LOADED	ARRIVE ON JOB	START UNLOAD	FINISH UNLOAD	LEFT JOB	RETURN TO YARD	TRIP TIME
16:14:42						
QUANTITY ORDERED	THIS SHIPMENT	SHIPPED TO DATE	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
100.00	100.00 100.00 4.00	100.00	C.Y.	4000PSI N/A WINTER HEAT LATE LOAD	(NT) 99.00 (NT) 5.00 (NT) 40.00	9900.00 500.00 160.00

<input type="checkbox"/> JOB NOT READY <input type="checkbox"/> JOB BROKE DOWN <input type="checkbox"/> TRUCK BROKE DOWN <input type="checkbox"/> OTHER	<input type="checkbox"/> ARRIVED ON JOB EARLY <input type="checkbox"/> SLOW PLACING METHOD	DEMURRAGE: _____ MINUTES X \$ _____ /hr <small>FIVE minutes per yard free unloading time after truck arrives on job will be allowed. Customer delay over this time will be charged at the demurrage rate per hour or fraction thereof.</small>	SUBTOTAL TAX TOTAL	10560.0 0.00 10560.0
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GALLONS WATER ADDED AT JOB: _____ CONCRETE TEST: YES NO

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE BEYOND THE CURB LINE. SIGNER ACCEPTS RESPONSIBILITY FOR ALL DAMAGE INCLUDING TOWING CHARGES AND MUD TRACKED ON STREETS. WE DO NOT GUARANTEE FINISHED RESULTS AS MANY IMPORTANT FACTORS ARE OUT OF OUR CONTROL.

SIGNED BY: _____ DATE: _____

WARNING: Keep all sides covered and dry when working with concrete, cement, or mortar.

OFFICE COPY

DISPATCH
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ACCOUNTING
(440) 288-1717

TERMINAL READY-MIX, INC.

"QUALITY AND SERVICE SINCE 1954"
524 Colorado Avenue, Lorain, Ohio 44052



DATE	PLANT	TRUCK	DRIVER	JOB/PURCHASE ORDER #	USE	INVOICE #
03/31/20	1	105	STATE #.	SLOANC	MUD MAT	00105956

SOLD TO: SLOAN CONCRETE, LLC 500 VIRGINIA AVE. ASHLAND OH. 44805			DELIVER TO: CLEARVIEW BUS GARAGE 100 N. RIDGE RD. (SHEFF. TWP.) W. 21ST ST. WEST TO BROADWAY SOUTH TO N. RIDGE RD WEST			
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TIME LOADED	ARRIVE ON JOB	START UNLOAD	FINISH UNLOAD	LEAVE JOB	RETURN TO YARD	TRIP TIME
15:36:12						

QUANTITY ORDERED	THIS SHIPMENT	SHIPPED TO DATE	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
50.00	67.00	67.00	C.Y.	1500# N/A MUDMAT (NT)	96.50	6465.50
	67.00			WINTER HEAT (NT)	5.00	335.00
	1.00			LATE LOAD (NT)	40.00	40.00

REASON FOR DELAY <input type="checkbox"/> JOB NOT READY <input type="checkbox"/> ARRIVED ON JOB EARLY <input type="checkbox"/> JOB BROKE DOWN <input type="checkbox"/> SLOW PLACING METHOD <input type="checkbox"/> TRUCK BROKE DOWN <input type="checkbox"/> OTHER		DEMURRAGE: _____ MINUTES X \$ _____ /hr <i>The minutes per yard free unloading time after truck arrives on job will be allowed. Customer delay over this time will be charged at the demurrage rate per hour by fraction thereof.</i>	SUBTOTAL 6840.50 TAX 0.00 TOTAL 6840.50
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GALLONS WATER ADDED AT JOB: _____ CONCRETE TEST: YES NO

WE ARE NOT RESPONSIBLE FOR ANY DAMAGE BEYOND THE CURB LINE. SIGNER ACCEPTS RESPONSIBILITY FOR ALL DAMAGE INCLUDING TOWING CHARGES AND MUD TRACKED ON STREETS. WE DO NOT GUARANTEE FINISHED RESULTS AS MANY IMPORTANT FACTORS ARE OUT OF OUR CONTROL.

SIGNED BY: _____ DATE: _____

WARNING: Keep all skin covered and dry when working with concrete, cement, or mortar.

FORM NO. 100



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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 3

Date: 03/31/20

Weather: Cloudy

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 3:30 PM
Proj. Briefing:	Yes	By:	Nick
Weather:	Cloudy	Temperature (A.M.):	37 F P.M. 44 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Trackhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) had begun excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 10 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

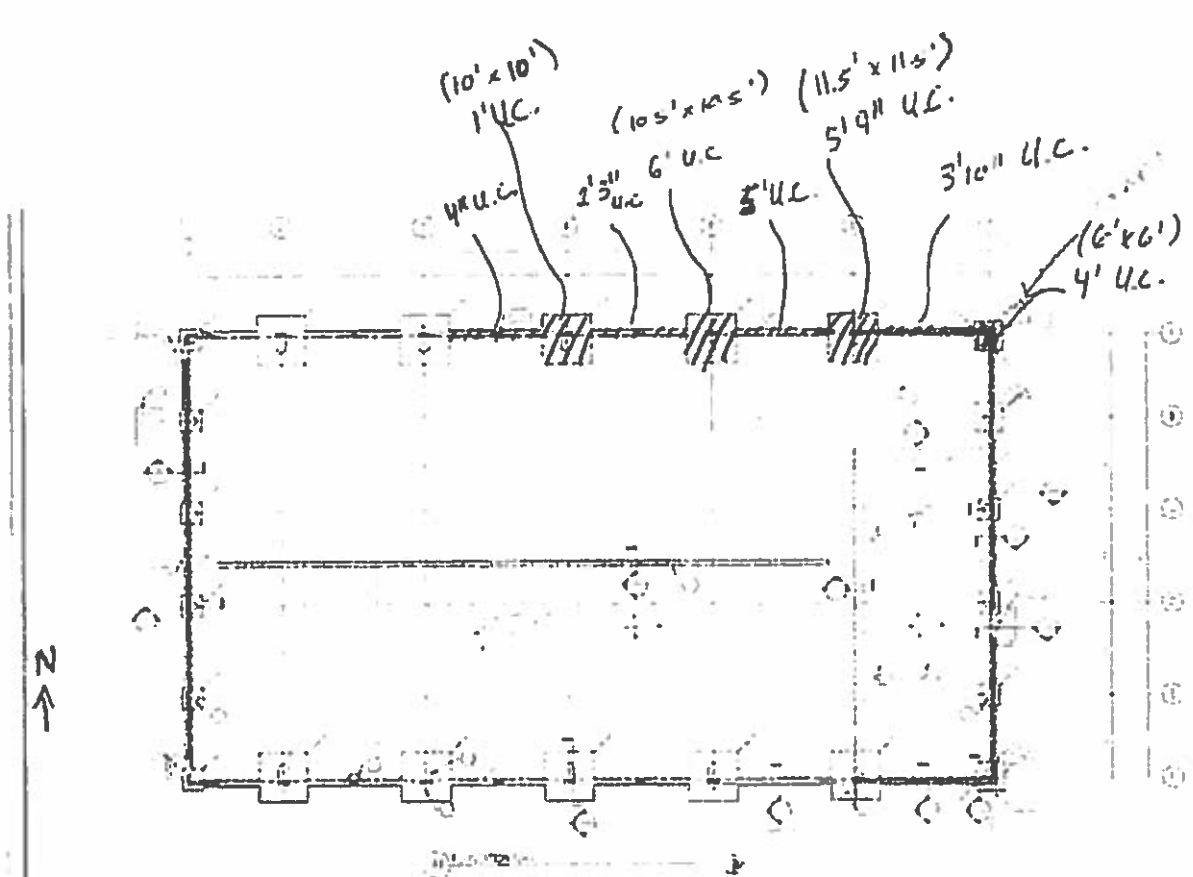
Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan. The undercut areas were backfilled with lean concrete up to the bottom of the proposed footing elevation by a separate contractor (Sloan Concrete).

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

All results of the findings and observations were communicated to the representatives onsite.

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George W. Aboumrad, P.E.



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= Excavation Area
 = Lean Concrete Placement Area

3/31/20
M. H. H.



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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 4

Date: 04/01/20

Weather: Mostly Cloudy

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 4:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Cloudy	Temperature (A.M.):	36 F P.M. 54 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Molst to Wet	Other:	

Contractor's Equipment Observed In Use

Backhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 5 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

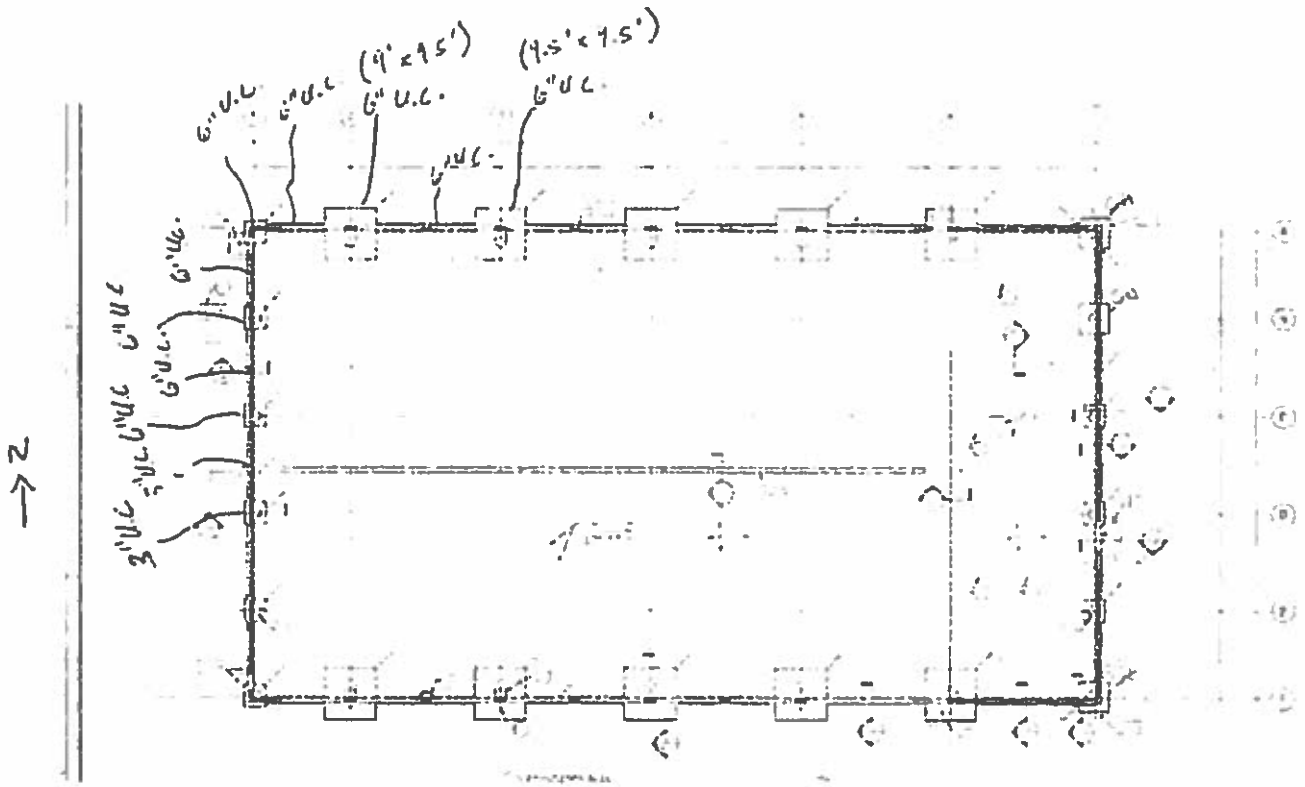
Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan.

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

All results of the findings and observations were communicated to the representatives onsite.

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2
→

☐ = Excavation Area

4/01/20
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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 5

Date: 04/02/20

Weather: Mostly Sunny

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 4:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Sunny	Temperature (A.M.):	41 F P.M. 52 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Trackhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 8 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

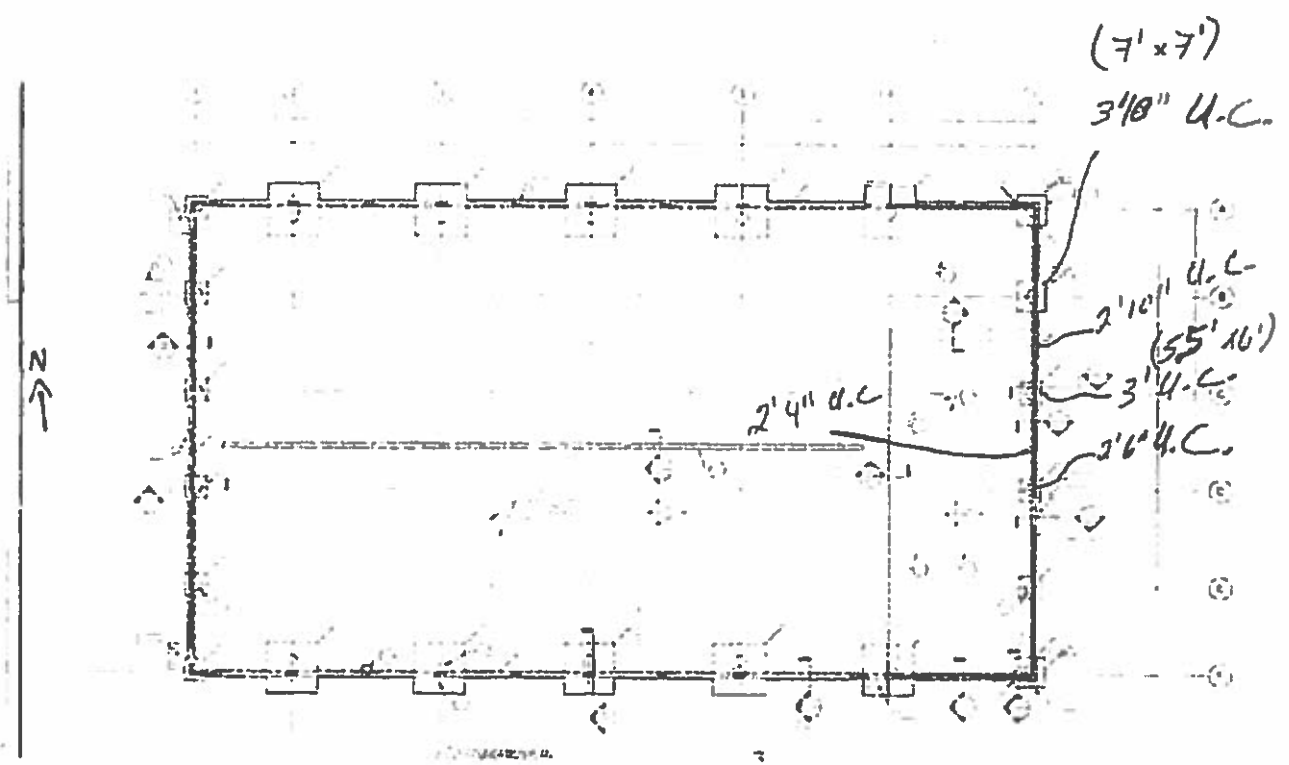
Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan. The undercut areas were backfilled with lean concrete up to the bottom of the proposed footing elevation by a separate contractor (Sloan Concrete).

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

All results of the findings and observations were communicated to the representatives onsite.

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= Excavation Area

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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 6

Date: 04/03/20

Weather: Mostly Sunny

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM
		Departure:	2:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Sunny	Temperature (A.M.):	46 F
		P.M.	50 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Backhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

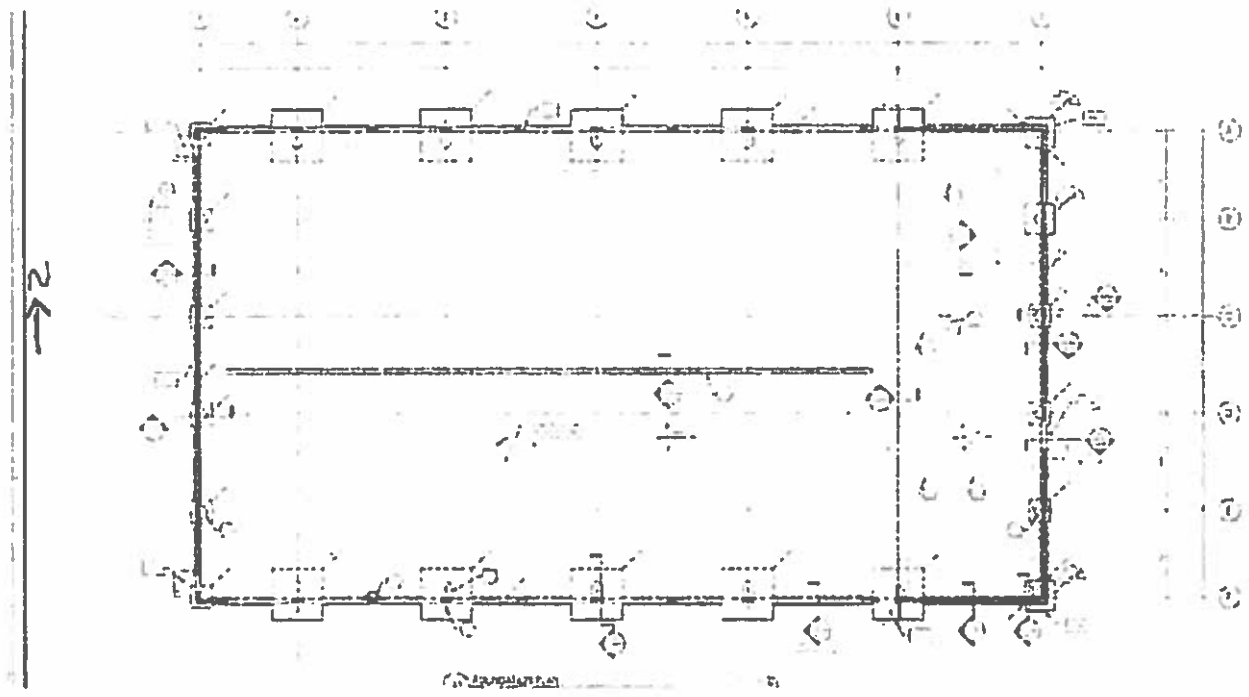
At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 5 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

All results of the findings and observations were communicated to the representatives onsite.

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= Excavation Area

4/03/20
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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 5

Date: 04/02/20

Weather: Mostly Sunny

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 4:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Sunny	Temperature (A.M.):	41 F P.M. 52 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Backhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 8 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan. The undercut areas were backfilled with lean concrete up to the bottom of the proposed footing elevation by a separate contractor (Sloan Concrete).

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

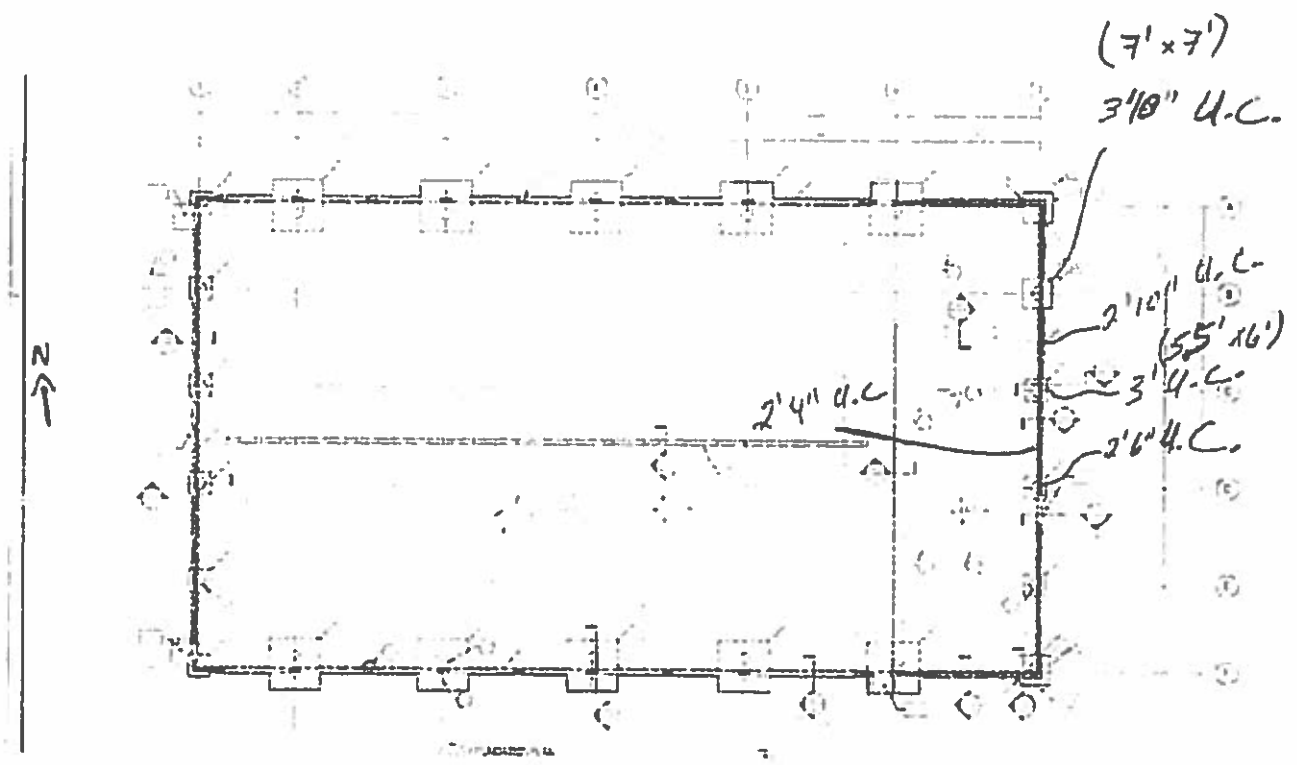
All results of the findings and observations were communicated to the representatives onsite.

Distribution:

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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 6

Date: 04/03/20

Weather: Mostly Sunny

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 2:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Sunny	Temperature (A.M.):	46 F P.M. 50 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Trackhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

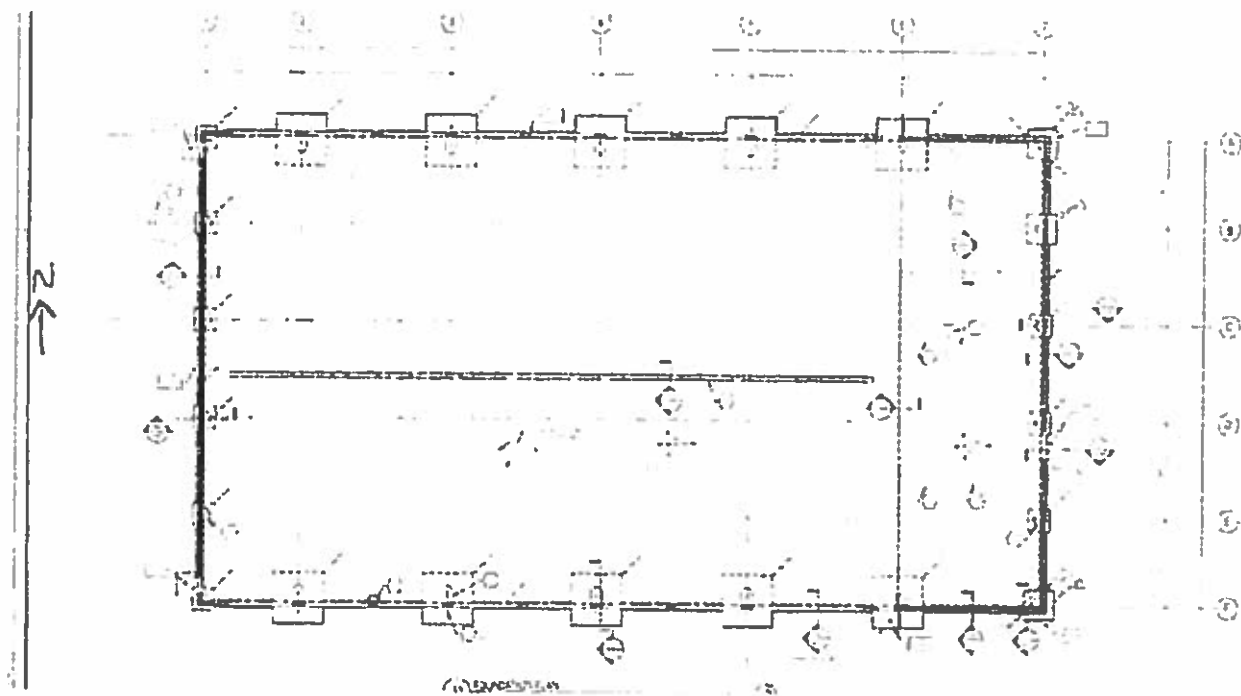
At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 5 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

All results of the findings and observations were communicated to the representatives onsite.

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99	REVISED PER COMMENTS	4/20/22
100	REVISED PER COMMENTS	4/25/22

 = Excavation Area

4/03/20
 [Signature]



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Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 3

Date: 03/31/20

Weather: Cloudy

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM
		Departure:	3:30 PM
Proj. Briefing:	Yes	By:	Nick
Weather:	Cloudy	Temperature (A.M.):	37 F
		P.M.	44 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

Trackhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) had begun excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 10 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan. The undercut areas were backfilled with lean concrete up to the bottom of the proposed footing elevation by a separate contractor (Sloan Concrete).

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

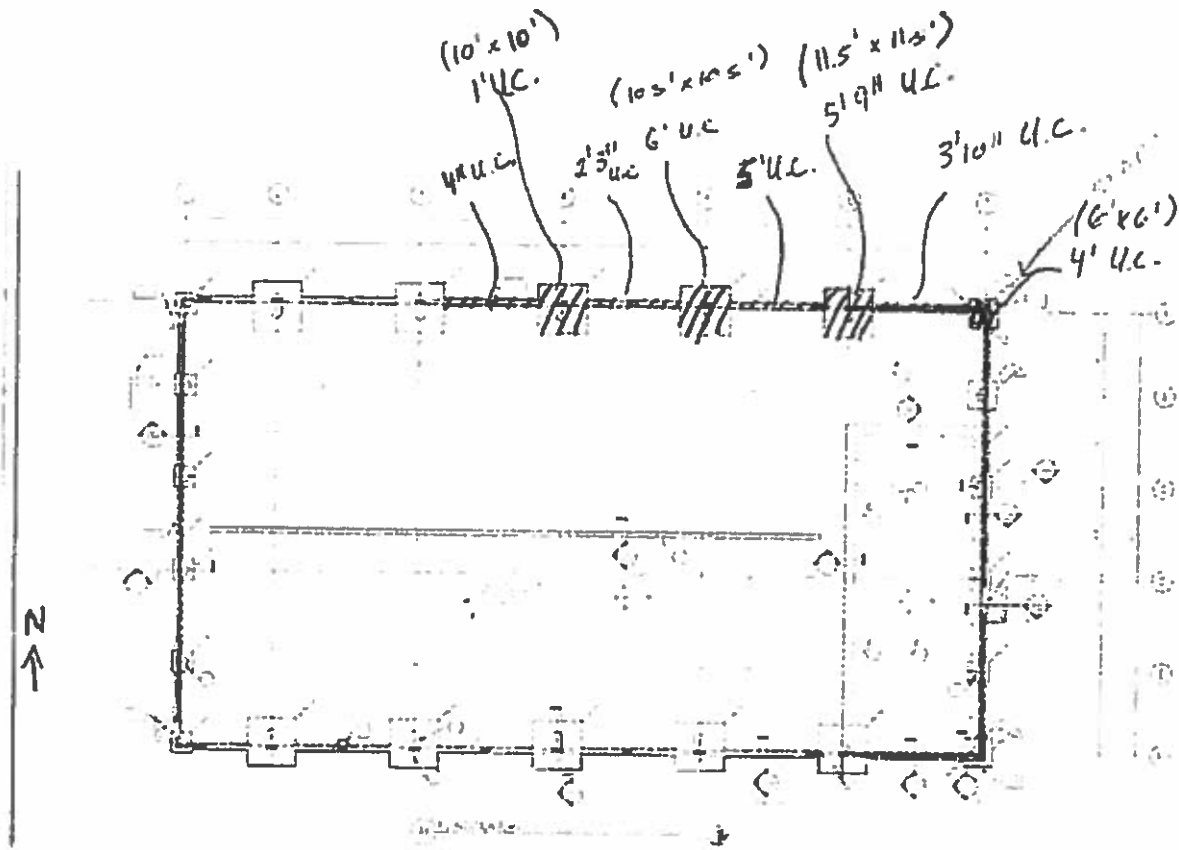
All results of the findings and observations were communicated to the representatives onsite.

Distribution:

GPD Group / Mr. Rodwell King

PDF - Email

George W. Aboumrads, P.E.



□ = Excavation Area

▨ = Lean Concrete Sluiceway Area

3/31/20

[Signature]



110 Blaze Industrial Pkwy.
Suite A
Berea, Ohio 44017

P: (440) 234-8985
F: (440) 234-8940
www.geo-sci.com

Engineering Consultation Report

Page 1 of 1

Project No.: 40027.14

Report No: 4

Date: 04/01/20

Weather: Mostly Cloudy

Project Name:	Clearview Bus Garage - Construction		
Location:	4700 Broadway Avenue, Lorain, Lorain County, Ohio		
Client:	GPD Group		
Engineer:	Giovanni W. Karim, E.I.	Arrival Time:	9:00 AM Departure: 4:30 PM
Proj. Briefing:	No	By:	
Weather:	Mostly Cloudy	Temperature (A.M.):	36 F P.M. 54 F
Geo-Sci Equip. Used:	Probe, Penetrometer		
Gen. Contractor/Rep.:	Seitz Builders, Inc./Nick		
Plans Spec. By:		Date:	
Specialty/Contractor/Rep.:	Miller's Excavation/Justin		
Ground Condition:	Moist to Wet	Other:	

Contractor's Equipment Observed in Use

rackhoe, small excavator, jackhammer attachment, dump truck, hand tools

Objective:

Project Engineer

Observations and Activities:

At the request of the client, a Geo-Sci representative reported to the above referenced project site.

Upon arrival, the contractor (Miller's Excavating) was continuing excavation at the proposed building footing footprint, as shown on the attached foundation plan. Soils at the footing's proposed bottom elevation, approximately 3 to 5 feet below the existing grade, consisted mostly of fill material. Due to the presence of fill material, excavation was completed until sandstone bedrock was reached. Probing and penetrometer readings indicated that the surface bearing capacity is equal to or greater than the required 4,000 psf.

Due to the presence of fill material, the contractor undercut soils in certain areas, as shown on the attached site plan.

Note: Due to safety concerns, the contractor (Miller's Excavating) tapered certain trench areas to prevent possible collapse of these areas. Where applicable, final trench measurements are shown on the attached site plan.

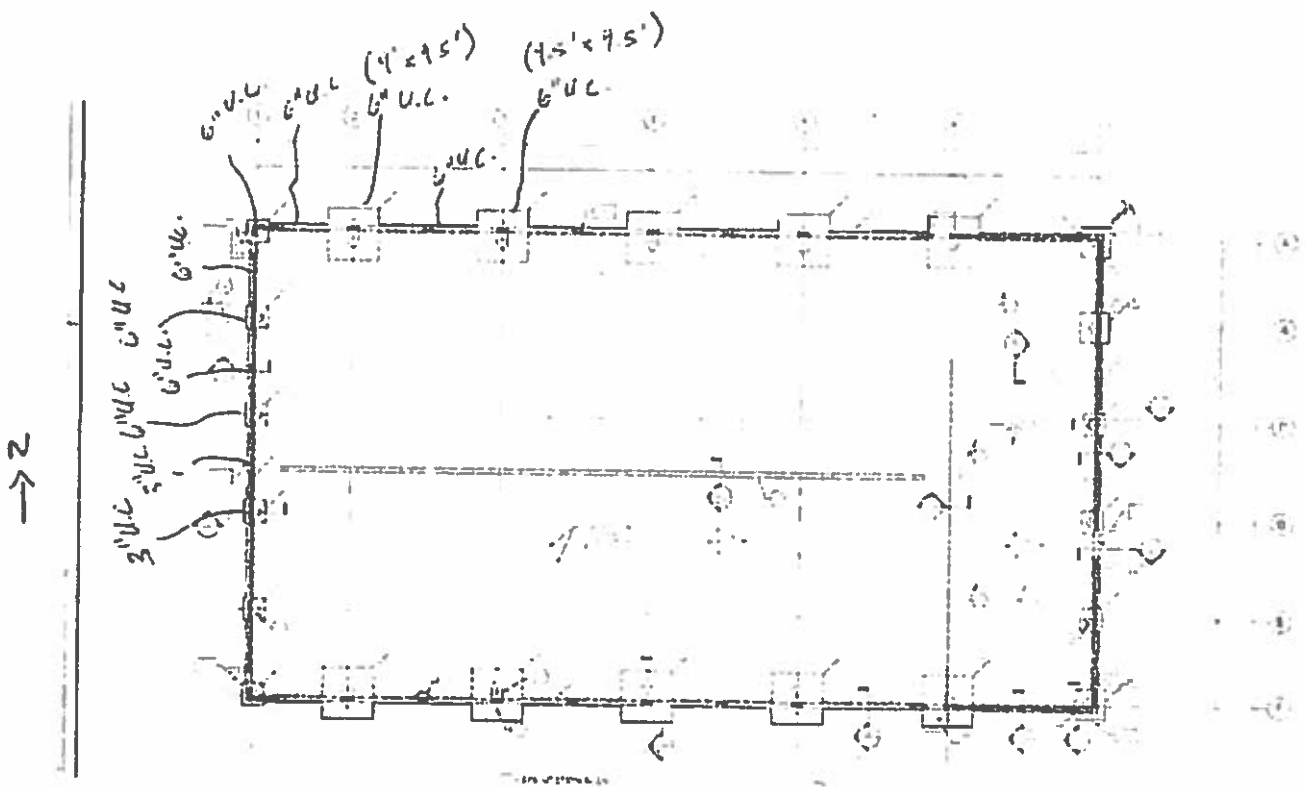
All results of the findings and observations were communicated to the representatives onsite.

Distribution:

GPD Group / Mr. Rodwell King

PDF - Email

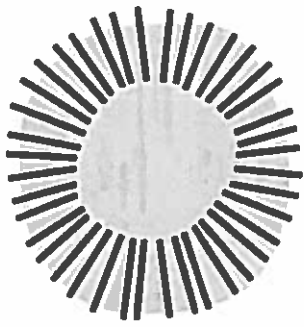
George W. Aboumrad, P.E.



2 →

☐ = Excavation Area

4/01/72
[Signature]



EA education alternatives

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on _____ 2020, between Clearview Local School District (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and Education Alternatives ("EA"), an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws,

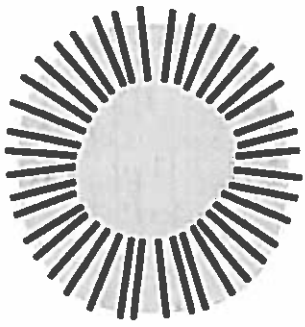
WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2020-2021 school year;

The Parties agree as follows:

1. EA Programming.

- A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.
- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
 - ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
 - iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students particular needs.
 - iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and



behavior management for children ages 3-5.

i. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.

2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.

3. **Term.** The term of this Agreement shall begin August 24th, 2020 and will automatically expire June 30th, 2021.

4. **Rates and Billing.**

A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.

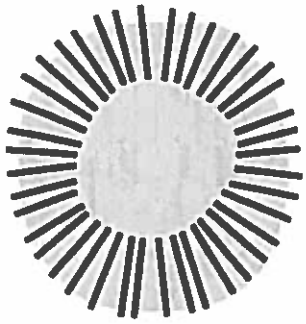
C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

5. **Termination Of A Student's Placement.**

A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.

B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.

C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.



D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

6. Education Records.

A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

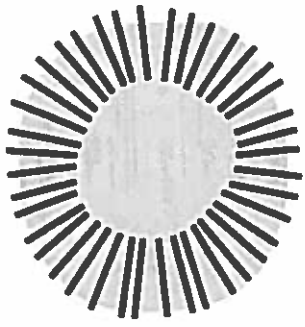
7. Background Checks And Teacher Licenses.

A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations

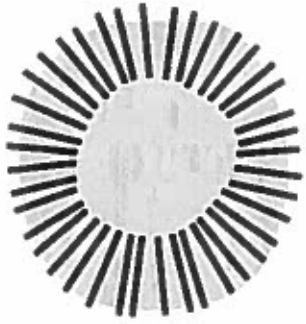


EA education
alternatives

set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

10. Miscellaneous.

- A. **Merger.** This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. **Assignment.** EA shall not assign this Agreement without the written consent of the District.
- C. **Notices.** All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. **Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.
- E. **Independent Contractor.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. **Binding Effect.** This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. **Choice of Law.** This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



EA education
alternatives

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

EDUCATION ALTERNATIVES

Clearview Local School District

By:

Gerald Swartz, Executive Director

By: _____

Name: _____

Title: _____

TRANSPORTATION

STUDENTS WILL BE REQUIRED TO WEAR A MASK OR FACE SHIELD WHILE ON THE BUS.

STUDENTS WILL HAVE AN ASSIGNED SEAT ON THE BUS.

FIELD TRIPS REQUIRING SCHOOL TRANSPORTATION WILL NOT BE SCHEDULED AT THIS TIME UNTIL FURTHER NOTICE.

STUDENTS WILL SIT 2 TO A SEAT ON THE BUS. PARENTS WHO ARE UNCOMFORTABLE WITH THIS OPTION CAN TRANSPORT STUDENTS IN THEIR PERSONAL VEHICLES.

BUSSES WILL BE SUPPLIED WITH HAND SANITIZER.

ALL BUS RULES AND REGULATIONS WILL BE ENFORCED. THOSE WHO DO NOT COMPLY MAY BE SUSPENDED FROM THE BUS AND PARENTS WILL HAVE TO TRANSPORT.

BUILDING ENTRANCES/EXITS

EACH BUILDING WILL DESIGNATE DOOR ENTRANCES AND EXITS. THIS IS BEING DONE TO REDUCE CROSS TRAFFIC AND TO MAINTAIN PHYSICAL DISTANCING AS MUCH AS POSSIBLE.

SIGNS WILL INDICATE WHICH DOORS ARE AVAILABLE FOR ENTRANCE/EXIT. THIS INFORMATION WILL BE COMMUNICATED BY THE BUILDING ADMINISTRATION.

STUDENTS AND PARENTS ARE ASKED NOT TO CONGREGATE AT THE BUILDING ENTRANCES/EXITS BEFORE AND/OR AFTER SCHOOL.

IN ORDER TO FACILITATE STUDENT SUPERVISION, EFFICIENT BUS USE, AND LOGISTICAL DISTANCING, STAGGERED ENTERING AND EXITING THE BUILDING WILL BE IMPLEMENTED. THIS INFORMATION WILL BE COMMUNICATED BY THE BUILDING ADMINISTRATION.

ATHLETICS/BAND/CHOIR

MORE INFORMATION TO COME REGARDING PERFORMANCE AND ATHLETIC EVENTS BEING HELD BOTH HOME AND AWAY. THE ATHLETIC DIRECTOR, BAND TEACHER, AND CHOIR TEACHER WILL COMMUNICATE FURTHER INFORMATION TO THOSE PARENTS AFFECTED.

REOPENING FAQ'S

FREQUENTLY ASKED QUESTIONS

- **IF I CHOOSE THE VIRTUAL/E-LEARNING OPTION CAN I OPT OUT MID- SEMESTER?** NO. YOU MUST COMMIT FOR THE ENTIRE SEMESTER IF YOU CHOOSE THE VIRTUAL PROGRAM. HOWEVER, YOU MAY CHOOSE TO COME BACK TO THE BUILDING FOR THE SECOND SEMESTER.
- **WHEN IS THE FIRST DAY OF SCHOOL?** THOUGH THE SCHOOL CALENDAR REMAINS THE SAME, THE FIRST DAY OF SCHOOL HAS BEEN PUSHED BACK FOR STUDENTS. THE STUDENTS IN GRADES 1-12 WILL BEGIN SCHOOL ON AUGUST 24TH. KINDERGARTEN STUDENTS WILL BEGIN ON AUGUST 27TH AND 28TH.
- **HOW WILL REMOTE LEARNING BE DIFFERENT FROM THE SPRING?** TEACHERS WERE THROWN INTO SOMETHING THEY WERE NOT USED TO DOING IN MARCH. HOWEVER, THEY TOOK WHAT THEY HAD AND FOUND CREATIVE WAYS TO CONTINUE TO CONNECT WITH STUDENTS WITH VERY LITTLE NOTICE. ALL REMOTE LEARNING THIS FALL WILL BE MORE ROBUST. LESSONS WILL INCLUDE HOMEWORK, TESTS, AND STUDENT GRADES THAT WILL REFLECT WORK COMPLETED AND NOT COMPLETED. STUDENTS WILL BE ACCOUNTABLE FOR WORK NOT COMPLETED AND THIS WILL BE REFLECTED IN THEIR GRADES. ATTENDANCE WILL BE TAKEN BY TEACHERS.
- **CAN MY CHILD CONTINUE TO PARTICIPATE IN EXTRACURRICULAR ACTIVITIES?** ABSOLUTELY. THE SAME CONSIDERATIONS ARE IN EFFECT. THEREFORE, STUDENTS MUST MAINTAIN PROPER GRADES TO PARTICIPATE IN ATHLETICS. SOME EXTRACURRICULAR ACTIVITIES MAY BE LIMITED OR ELIMINATED DUE TO COVID-19.
- **IF I CHOOSE THE VIRTUAL/E-LEARNING OPPORTUNITY, WHAT WILL THAT LOOK LIKE FOR STUDENTS RECEIVING SPECIAL EDUCATION SERVICES?** SERVICES IN A STUDENT'S IEP WILL CONTINUE TO BE ADDRESSED THROUGH ONLINE LEARNING. IF A PARENT CHOOSES 100% VIRTUAL LEARNING, PLEASE BE AWARE THAT SERVICES MAY LOOK DIFFERENT THAN IN THE TRADITIONAL SETTING. THE IEP TEAM WILL MEET TO DISCUSS WHAT SERVICES WILL LOOK LIKE IN THE ALTERNATE SETTING AND MAKE AMENDMENTS TO THE IEP THAT REFLECT THOSE SERVICES. STUDENTS WILL BE ASSIGNED A CASE MANAGER TO COORDINATE AND MONITOR SERVICES AND PROGRESS WHILE COMMUNICATING WITH PARENTS REGULARLY.
- **IF THE OHIO PUBLIC HEALTH ADVISORY SYSTEM REACHES A LEVEL 4 (PURPLE), WILL SCHOOLS CLOSE?** CLEARVIEW/ LOCAL SCHOOLS WILL TRANSITION TO A COMPLETE REMOTE LEARNING ENVIRONMENT DURING THIS TIME PERIOD. THERE WILL BE NO FACE TO FACE INSTRUCTION PROVIDED DURING THIS TIME.
- **WILL TEMPORARY QUARANTINE AFFECT SIBLINGS OF THE EXPOSED CHILD IN THE SAME SCHOOL OR DIFFERENT SCHOOLS?** IF A STUDENT TESTS POSITIVE, THEIR SIBLINGS WILL BE EXPECTED TO QUARANTINE AT HOME ACCORDING TO THE MOST CURRENT ODH GUIDELINES. IF A STUDENT IS QUARANTINED BECAUSE THEY ARE A CLASSROOM CONTACT OF SOMEONE WHO TESTS POSITIVE, THIS WILL NOT IMPACT THEIR SIBLINGS.

REOPENING FAQ'S

FREQUENTLY ASKED QUESTIONS

- **WHAT ABOUT STUDENTS WHO CANNOT WEAR MASKS BECAUSE OF MEDICAL ISSUES?** ANY STUDENT WHO HAS DIFFICULTY BREATHING OR CANNOT WEAR A MASK, MUST HAVE DOCUMENTATION FROM A HEALTHCARE PROVIDER INDICATING THEY CANNOT WEAR A MASK. IN SUCH A CASE, THAT CHILD WILL BE ASKED TO WEAR A FACE SHIELD. ANY CHILD WHO IS INCAPACITATED OR OTHERWISE UNABLE TO REMOVE THE FACE COVERING WITHOUT ASSISTANCE WILL NOT BE REQUIRED TO WEAR A MASK, BUT, THEY TOO, MUST WEAR A FACE SHIELD. ADDITIONALLY, STUDENTS WHO HAVE A REASON PURSUANT TO A 504 PLAN OR IEP TO NOT WEAR FACE COVERINGS WILL BE EVALUATED ON AN INDIVIDUAL BASIS TO DETERMINE WHETHER THERE ARE ADDITIONAL ACCOMMODATIONS THAT MAY BE MADE TO PROVIDE THEM AND OTHERS WITH THE GREATEST POSSIBLE PROTECTION.
- **DO I HAVE TO PROVIDE MY OWN MASKS OR FACE SHIELDS?** YES. PLEASE TEACH YOUR CHILD THE PROPER WAY TO WEAR THEIR MASK OR FACE SHIELD. THEY MUST ENTER THE BUILDING WEARING IT. PEDIATRICIANS ARE RECOMMENDING STUDENTS TO START WEARING MASKS AT HOME IN SHORT INCREMENTS SO THAT THEY ARE USED TO WEARING THEM PRIOR TO THE START OF SCHOOL.
- **WILL THERE BE RECESS?** YES. IT IS IMPORTANT THAT STUDENTS HAVE TIME TO UNWIND. THEREFORE, RECESS WILL BE RECONFIGURED TO PROVIDE AS MUCH SOCIAL DISTANCING AS POSSIBLE. EQUIPMENT WILL ALSO BE DISINFECTED.
- **WILL STUDENTS BE ABLE TO BRING WATER BOTTLES?** YES. WATER FOUNTAINS WILL BE SHUT DOWN. HOWEVER, THE HYDRATION STATIONS WILL REMAIN ON SO STUDENTS CAN REFill THEIR WATER BOTTLES, IF NECESSARY. WATER BOTTLES MUST BE CLEAR.
- **WHAT ABOUT VISITORS?** VISITORS WILL BE LIMITED. PROTOCOLS WILL FOCUS ONLY ON THOSE THAT ARE EMERGENCY OR ESSENTIAL SITUATIONS. PARENTS WHO NEED TO BRING ITEMS TO SCHOOL OR PICK UP THEIR CHILD MAY HAVE TO WAIT IN THE VESTIBULE AREA AND MUST WEAR A MASK OR FACE SHIELD TO ENTER THAT AREA.
- **WHAT ABOUT LUNCH?** LUNCH WILL STILL BE PROVIDED TO STUDENTS ON A DAILY BASIS. THE FORMAT FOR THE LUNCH DISTRIBUTION DURING REMOTE DAYS WILL BE ANNOUNCED SOON.
- **WILL THE SCHOOL BE THOROUGHLY CLEANED?** THE BUILDINGS AND CLASSROOMS WILL BE CLEANED THROUGHOUT THE DAY AND EVERY NIGHT. WEDNESDAY'S WILL CONSIST OF MORE DEEP CLEANING.

CLEARVIEW LOCAL SCHOOLS VIRTUAL LEARNING/E-LEARNING AGREEMENT

I HEREBY ACKNOWLEDGE, AFFIRM AND AGREE TO THE FOLLOWING:

- DUE TO THE COVID-19 CONCERNS AND RISKS POSED TO THE MEMBERS OF THE COMMUNITY WITH VULNERABLE HEALTH CONDITIONS, THE CLEARVIEW LOCAL SCHOOLS PERMIT PARENTS/GUARDIANS TO ELECT TO HAVE THEIR CHILD/CHILDREN PARTICIPATE IN AN ALTERNATIVE TO IN-PERSON INSTRUCTION FOR THE 2020-2021 SCHOOL YEAR. CLEARVIEW LOCAL SCHOOLS HAS ELECTED TO OFFER A FULLTIME VIRTUAL/E-LEARNING OPTION FOR OUR STUDENTS TO MEET THE NEEDS OF FAMILIES THAT ARE UNABLE OR UNWILLING TO SEND THEIR CHILDREN TO SCHOOL FOR IN-PERSON INSTRUCTION DUE TO COVID-19 RELATED CONCERNS.
- THIS LEARNING OPTION IS BEING OFFERED ON A TEMPORARY BASIS DUE TO THE CURRENT PUBLIC HEALTH EMERGENCY. THE CLS DISTRICT RETAINS THE RIGHT TO DISCONTINUE THIS PROGRAM IN ITS SOLE DISCRETION UPON AT LEAST ONE-WEEKS' NOTICE TO PARTICIPATING FAMILIES.
- THE CHOICE FOR VIRTUAL/E-LEARNING WILL BE BASED ON A SEMESTER BY SEMESTER BASIS. THIS AGREEMENT IS FOR THE FIRST SEMESTER OF THE 2020-2021 SCHOOL YEAR. STUDENTS ARE SUBJECT TO RETURN SECOND SEMESTER BASED ON UPDATED INFORMATION RECEIVED REGARDING THE STATUS OF THE COVID-19 PANDEMIC. STUDENTS WHO ELECT TO PARTICIPATE IN THIS OPTION MUST REMAIN IN THE PROGRAM FOR A FULL SEMESTER ONCE COMMITTED TO ENROLLMENT.
- TRADITIONAL LETTER GRADES ARE EARNED IN EACH COURSE AND TRANSFERRED ONTO THE CLS TRANSCRIPT/REPORT CARD USING THE SAME GRADING SCALE AS CLS.
- THE EXACT MATERIALS, TEXTS, AND ORDER OF PACING MAY VARY BETWEEN THE ONLINE AND IN-PERSON PROGRAMS.
- THE ONLINE VIRTUAL/E-LEARNING PROGRAM IS AVAILABLE FOR ALL STUDENTS IN GRADES K-12. WITH THIS PROGRAM, STUDENTS STAY ENROLLED WITH THE CLS DISTRICT AND ARE ALLOWED TO PARTICIPATE IN EXTRACURRICULAR ACTIVITIES.
- STUDENTS WITH IEP'S/504'S INTERESTED IN ENROLLING WILL NEED TO MEET WITH THEIR SCHOOL'S IEP/504 TEAM FIRST TO DETERMINE THE APPROPRIATENESS OF THE SPECIALLY DESIGNED INSTRUCTION.
- THE STUDENT SHOULD BE PROVIDED WITH A QUIET PLACE TO COMPLETE HIS/HER WORK. PARENTS SHOULD CHECK THAT THEIR CHILDREN ARE COMPLETING SCHOOL WORK DAILY. PARENTS SHOULD ALSO MONITOR ASSIGNMENTS AND PROGRESS TO ENSURE THEIR CHILD STAYS ON TASK AND ON TRACK.

CLEARVIEW LOCAL SCHOOLS VIRTUAL LEARNING/E-LEARNING AGREEMENT (PAGE 2)

- STUDENTS MUST MAINTAIN REGULAR ATTENDANCE AS IF HE OR SHE WERE ATTENDING SCHOOL IN-PERSON. ALL STUDENTS ARE SUBJECT TO THE SAME ATTENDANCE/TRUANCY POLICIES AS ALL STUDENTS IN THE CLEARVIEW LOCAL SCHOOLS.
- STUDENTS IN GRADES K-5 WILL ENGAGE IN THE CALVERT ONLINE LEARNING PLATFORM. [HTTPS://CALVERTLEARNING.COM/](https://calvertlearning.com/)
- STUDENTS IN GRADES 6-12 WILL ENGAGE IN THE PLATO ONLINE LEARNING PLATFORM. [HTTPS://WWW.EDMENTUM.COM/NEWS/PLATO-LEARNING-CHANGES-NAME-EDMENTUM](https://www.edmentum.com/news/plato-learning-changes-name-edmentum)
- PARENTS CAN CREATE AN ONLINE SCHEDULE FOR STUDENTS THAT BEST MEETS THE NEEDS OF THE INDIVIDUAL HOUSEHOLD.
- THERE WILL NOT BE LIVE TEACHER LESSONS PROVIDED ON A DAILY BASIS, BUT RATHER THE CURRICULUM IS AVAILABLE FOR STUDENTS TO INTERACT WITH USING ONLINE TEXTBOOKS, VIDEOS, INTERACTIVE SIMULATIONS, WEB INVESTIGATIONS, ETC.
- LAPTOPS/PCS WILL NOT BE PROVIDED BY THE CLS DISTRICT.
- THERE IS NO COST TO FAMILIES OF THE CLS DISTRICT ASIDE FROM THE COST OF INTERNET ACCESS AT HOME.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE AGREEMENT AND UNDERSTAND IT.

I, THE UNDERSIGNED PARENT/LEGAL GUARDIAN, CERTIFY THAT I AM THE PARENT/LEGAL GUARDIAN OF THE BELOW NAMED STUDENT, WHO IS A MINOR CHILD, AND THAT I AM REQUESTING THAT MY MINOR CHILD BE ABLE TO PARTICIPATE IN VIRTUAL/E-LEARNING. I ALSO AGREE ON MY OWN BEHALF AND ON THE BEHALF OF MINOR CHILD THAT I AM BOUND, AND THAT MY CHILD IS BOUND BY EACH AND EVERY TERM OF THIS AGREEMENT.

(STUDENT NAME)

(PRINT- PARENT / GUARDIAN)

(PARENT / GUARDIAN SIGNATURE)

(DATE)



June 3, 2020

Central Office

The Rico F. Pallotta Building
3100 Euclid Avenue
Cleveland, Ohio 44115
216-361-4400
Fax 216-361-8600
www.pepcleve.org

Chair, Board of Directors
Kenneth W. Outcalt

Chief Executive Officer
Habeebah R. Grimes

Board of Directors

Craig Cohen
Christine Fowler-Mack
Heidi Gartland
Andrés González
Julie A. Harris
Noreen Kilbane
Florence Kimbo, MD
D. Keith Lockyer
Holley Martens
Robert Mengerink, Ed.D.*
Candice Miller
Kimberly J. Pustulka
Stephen Schroth
Scott Seelbach
Michael Sheppard
Michael Voinovich
Sajit Zachariah, PhD

*ex-officio

Programs

Day Treatment Centers
Eastwood
Greenview
Hopewell
Phoenix
Prentiss
Willow Creek

Connections

Early Childhood Plus

PEP Assist

Jerome M. Davis

Superintendent

Clearview Local Schools

4700 Broadway

Lorain, OH 44052-5542

Dear Mr. Davis:

Positive Education Program (PEP) thanks you for your continued partnership in helping our region's most vulnerable children learn and grow. Over the last several weeks we have come to understand more deeply the vital role we play in keeping struggling students engaged in their education.

Enclosed is the annual contract for Special Education Services provided by PEP. This agreement is being sent to both the district superintendent and the district's lead special education administrator.

Please sign the agreement and return to:

Habeebah R. Grimes, Chief Executive Officer

Positive Education Program

3100 Euclid Avenue, Cleveland, Ohio 44115

Before the start of the COVID-19 crisis, this had been a year of stabilization for PEP. We successfully adopted PowerSchool, an industry-standard software solution for our students' educational data and records. We also engaged a local search firm to assist us in selecting a chief instruction and achievement officer, a role Dennis Koenig has been serving on an interim basis. This position will ensure that PEP has the necessary expertise in place to provide strategic leadership in the implementation of equitable practices in teaching and learning. I am excited to share that Marilyn Mauck has been appointed to the position, to begin on July 1.

We realize that the work of educating children has changed during this pandemic. PEP will continue adapting its services by investing in the technology our students need and by further developing the skills staff will need to serve special needs students in today's environment.

Despite the need for these new investments, we understand the fiscal uncertainties facing school districts and we will not be increasing tuition rates for any of our Day Treatment Centers.

We remain determined to continue helping troubled and troubling students achieve and experience mastery in their work and relationships. We welcome the opportunity to continue the conversation. Please contact Habeebah R. Grimes at 216-361-4400 ext. 123 with any thoughts or questions.

Sincerely,

Robert A. Mengerink, Ed. D., Superintendent
Educational Service Center of Northeast Ohio

Habeebah R. Grimes, Chief Executive Officer
Positive Education Program

c: Doreen Morell

Associated with Educational Service Center of Northeast Ohio
Contract Provider of Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County
Accredited by CARF: Commission on Accreditation of Rehabilitation Facilities
A United Way Agency

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF PUPILS PURSUANT TO OHIO REVISED CODE SECTION 3313.841

The Board of Education for (*Educating District*) _____ hereby enters into a contract for the admission of pupils to the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2020-2021. The above-referenced Board of Education ("the Educating District") hereby agrees to pay to the Educational Service Center of Northeast Ohio ("ESCNEO") for each pupil an amount equal to the Program Cost per Enrollment Day as listed below.

In cases where the Educating District is not also the District of Residence, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the Program Cost as listed below, and is solely responsible for seeking reimbursement from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

In cases where a pupil who receives services from a program listed below transfers to a different Educating District and continues his/her placement with Positive Education Program (PEP) following the transfer, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the program cost as listed below as soon as the Educating District receives evidence that the pupil is present in the district, is eligible for services, and a copy of the most recent applicable IEP as required by 34 CFR §300.323 and Ohio Administrative Code §3301-51-07(K)(5).

The Educating District also acknowledges that it is responsible for transporting each pupil, and for seeking reimbursement for transportation costs from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

Positive Education Program Service	Rate per Enrollment Day
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades K to 8 (Maximum 190 billable days)	\$248
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades 9 to 12 (Maximum 190 billable days)	\$257
Phoenix DTC – All Grades (Maximum 190 billable days)	\$318
Prentiss Autism Center – All Grades (Maximum 190 billable enrollment days)	\$433
Home Instruction	\$248

Billing for services rendered will be on a monthly basis.

 (Signature) Superintendent of Educating District

 Date

 (Signature) Treasurer of Educating District

 Date

Educational Service Center of Northeast Ohio (ESCNEO)

We hereby agree to admit students from the aforementioned school district pursuant to the above-referenced provisions for the school year 2020-2021.



 (Signature) Superintendent of ESC of Northeast Ohio

June 3, 2020
 Date



 (Signature) Treasurer of ESC of Northeast Ohio

June 3, 2020
 Date

Please return a signed copy of the agreement to:
 Habeebah R. Grimes • Positive Education Program • 3100 Euclid Ave • Cleveland, OH 44115 • hrgimes@pepcleve.org



June 3, 2020

Jerome M. Davis
Superintendent
Clearview Local Schools
4700 Broadway
Lorain, OH 44052-5542

Dear Mr. Davis:

Positive Education Program (PEP) thanks you for your continued partnership in helping our region's most vulnerable children learn and grow. Over the last several weeks we have come to understand more deeply the vital role we play in keeping struggling students engaged in their education.

Enclosed is the annual contract for Special Education Services provided by PEP. This agreement is being sent to both the district superintendent and the district's lead special education administrator. Please sign the agreement and return to:

Habeebah R. Grimes, Chief Executive Officer
Positive Education Program
3100 Euclid Avenue, Cleveland, Ohio 44115

Before the start of the COVID-19 crisis, this had been a year of stabilization for PEP. We successfully adopted PowerSchool, an industry-standard software solution for our students' educational data and records. We also engaged a local search firm to assist us in selecting a chief instruction and achievement officer, a role Dennis Koenig has been serving on an interim basis. This position will ensure that PEP has the necessary expertise in place to provide strategic leadership in the implementation of equitable practices in teaching and learning. I am excited to share that Marilyn Mauck has been appointed to the position, to begin on July 1.

We realize that the work of educating children has changed during this pandemic. PEP will continue adapting its services by investing in the technology our students need and by further developing the skills staff will need to serve special needs students in today's environment.

Despite the need for these new investments, we understand the fiscal uncertainties facing school districts and we will not be increasing tuition rates for any of our Day Treatment Centers.

We remain determined to continue helping troubled and troubling students achieve and experience mastery in their work and relationships. We welcome the opportunity to continue the conversation. Please contact Habeebah R. Grimes at 216-361-4400 ext. 123 with any thoughts or questions.

Sincerely,

Robert A. Mengerink, Ed. D., Superintendent
Educational Service Center of Northeast Ohio

Habeebah R. Grimes, Chief Executive Officer
Positive Education Program

c: Doreen Morell

Associated with Educational Service Center of Northeast Ohio
Contract Provider of Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County
Accredited by CARF: Commission on Accreditation of Rehabilitation Facilities
A United Way Agency

Central Office
The Rico F. Pallotta Building
3100 Euclid Avenue
Cleveland, Ohio 44115
216-361-4400
Fax 216-361-8600
www.pepcleve.org

Chair, Board of Directors
Kenneth W. Outcalt

Chief Executive Officer
Habeebah R. Grimes

Board of Directors

Craig Cohen
Christine Fowler-Mack
Heidi Gartland
Andrés González
Julie A. Harris
Noreen Kibane
Florence Kimbo, MD
D. Keith Lockyer
Holley Martens
Robert Mengerink, Ed.D.*
Candice Miller
Kimberly J. Pustulka
Stephen Schroth
Scott Seelbach
Michael Sheppard
Michael Volnovich
Sajit Zachariah, PhD

*ex-officio

Programs

Day Treatment Centers

Eastwood
Greenview
Hopewell
Phoenix
Prentiss
Willow Creek

Connections

Early Childhood Plus

PEP Asslet

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF PUPILS PURSUANT TO OHIO REVISED CODE SECTION 3313.841

The Board of Education for *(Educating District)* _____ hereby enters into a contract for the admission of pupils to the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2020-2021. The above-referenced Board of Education ("the Educating District") hereby agrees to pay to the Educational Service Center of Northeast Ohio ("ESCNEO") for each pupil an amount equal to the Program Cost per Enrollment Day as listed below.

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Phoenix DTC – All Grades (Maximum 190 billable days)	\$318
Prentiss Autism Center – All Grades (Maximum 190 billable enrollment days)	\$433
Home Instruction	\$248

Billing for services rendered will be on a monthly basis.

 (Signature) Superintendent of Educating District

 Date

 (Signature) Treasurer of Educating District

 Date

Educational Service Center of Northeast Ohio (ESCNEO)

We hereby agree to admit students from the aforementioned school district pursuant to the above-referenced provisions for the school year 2020-2021.



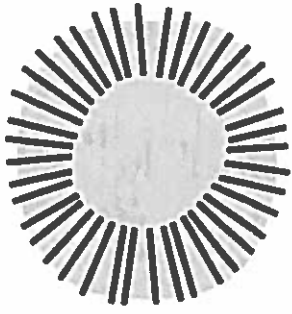
 (Signature) Superintendent of ESC of Northeast Ohio

June 3, 2020
 Date



 (Signature) Treasurer of ESC of Northeast Ohio

June 3, 2020
 Date



SERVICE AGREEMENT

This SERVICE AGREEMENT (the “Agreement”) is entered into on _____ 2020, between **Clearview Local School District** (the “District”), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives (“EA”)**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the “Parties”).

BACKGROUND

WHEREAS, the District must provide a free and appropriate education (“FAPE”) for its students, in accordance with state and federal laws,.

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students’ FAPE requirements;

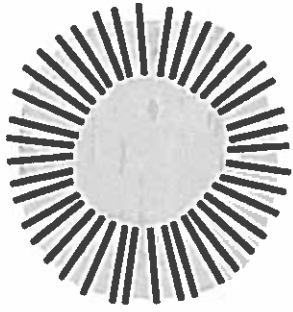
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2020-2021 school year;

The Parties agree as follows:

1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student’s needs and the student’s Individual Education Placement (“IEP”) team determination.

- i. Day Treatment Program. EA’s Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student’s educational programming. EA’s program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA’s “ECHO” program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO’s classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA’s “Coral Autism Program” is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students’ particular needs.
- iv. Plato Pre-School. EA’s “Plato Pre-School” is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and



behavior management for children ages 3-5.

i. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.

2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.

3. **Term.** The term of this Agreement shall begin August 24th, 2020 and will automatically expire June 30th, 2021.

4. **Rates and Billing.**

A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.

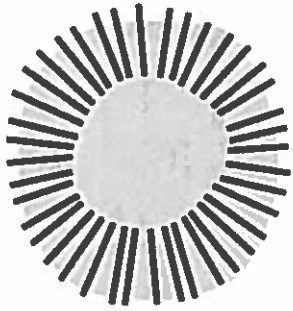
C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

5. **Termination Of A Student's Placement.**

A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.

B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.

C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.



D. **Student A Danger to Self or Others.** In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

6. Education Records.

A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

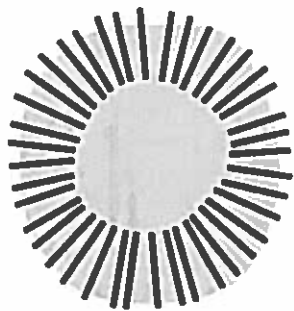
7. Background Checks And Teacher Licenses.

A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

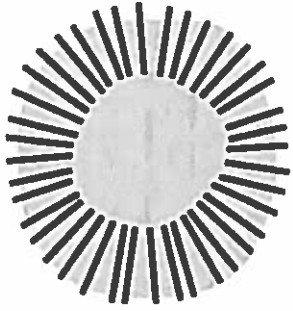
9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations



set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

10. Miscellaneous.

- A. **Merger.** This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. **Assignment.** EA shall not assign this Agreement without the written consent of the District.
- C. **Notices.** All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. **Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.
- E. **Independent Contractor.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. **Binding Effect.** This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. **Choice of Law.** This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



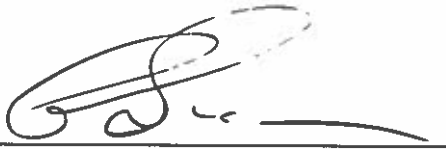
EA education
alternatives

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

EDUCATION ALTERNATIVES

Clearview Local School District

By:



Gerald Swartz, Executive Director

By: _____

Name: _____

Title: _____

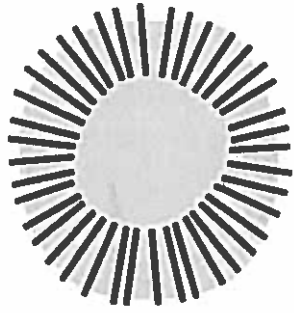


Exhibit A
Education Alternatives Per Diem Rates 2020-2021

Day Treatment Program CARF-accredited educational and therapeutic program.	\$212 per day \$252 per day, Non-Medicaid
One-on-One Aide Individualized services available in accordance with the student's IEP.	\$152 per day
ECHO Program Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$150 per day
Plato Pre-School Early childhood program at EA Ravenna.	\$125 per day
Coral Autism Program Specialized program for students on the autism spectrum.	\$230 per day



Murray Ridge Center

Lorain County Board of Developmental Disabilities

MurrayRidgeCenter 1091 Infirmary Road, Elyria, Ohio 44035-4805

HELPING PEOPLE FOR A LIFETIME

Murray Ridge School

9750 S Murray Ridge Road • Elyria • Ohio 44035

Phone: (440) 329.3760 • Fax: (440) 322.5849

Superintendent

Amber L. Fisher, Dr. P.H.

July 21, 2020

Administrative Offices

Ph: 440.329.3734

Fax: 440.322.2683

Murray Ridge School

Ph: 440.329.3760

Fax: 440.322.5849

Service and Support Administration

Ph: 440.324.2366

Fax: 440.322.0588

Opportunity/ Vocational Centers M.R.P.C. Inc.

Elyria

Ph: 440.284.2720

Fax: 440.322.7659

Lorain

Ph: 440.282.2131

Fax: 440.282.9161

Oberlin

Ph: 440.774.7400

Fax: 440.774.5804

Supported Employment

Ph: 440.324.4993

Fax: 440.326.0251

Mr. Jerome Davis
Clearview Local School District
4700 Broadway Avenue
Lorain, Ohio 44052

Dear Mr. Davis,

The Lorain County Board of Developmental Disabilities met in July and decided to keep the Preschool Student charge at \$7,500.00 per student. **Again this year, for your specific district, our Board will offer a discounted rate of \$2,500.00 for each additional student (in addition to one) for the 2020-21 preschool year.** This charge includes state of the art facilities and equipment, the classroom teacher and assistant, physical/occupational and speech therapy as prescribed by the child's Individual Educational Program (IEP), transportation, on-site nursing, and other beneficial services.

Due to the nature of the students we serve at Murray Ridge Preschool, and to help address social distancing, we are capping enrollment at 8 Preschoolers with Special Needs. Additionally, we will not be enrolling any "Typically Developing" peers for the 2020-21 preschool year (and IEPs must be prepared/ amended accordingly). At this time, it is our intention to offer preschool-specific door-to-door transportation. Only one preschool session will be offered each day, Tuesday through Friday, and specific times of the session will be communicated as soon as known.

The 2020-21 preschool contract is enclosed. Students can be added (until we reach our maximum of 8) through the IEP process, as described within the contract. A pro-rated reimbursement will be provided for any child disenrolled from our preschool program, and a pro-rated discount provided for students enrolling after the start of the preschool year.

If you currently do not plan on sending a preschooler to our program, we still request that you sign and return this contract so that there will be no delay in services if you refer and there is space for a student.

Please complete, sign and return the enclosed contract at your earliest convenience, but preferably no later than August 14, 2020. Signed contracts should be mailed to the attention of Dr. Amber L. Fisher, Superintendent, at 1091 Infirmary Road, Elyria, Ohio 44035. We will then return a fully executed copy to your attention.

Thank you for your partnership during these unprecedented times. We fully intend to offer a larger preschool program once the COVID-19 pandemic is over.

Sincerely,

Dann Swift
Director of Educational and Children's Services

**PRESCHOOL AGREEMENT
BETWEEN
LORAIN COUNTY BOARD OF DD
AND
CLEARVIEW LOCAL
SCHOOL DISTRICT**

2020-2021 Academic School Year

Article 1: PRELIMINARY MATTERS

- 1.1 The Board of Education of the Clearview Local School District (School District) hereby enters into a contract for admission of preschool-aged students with disabilities to the Lorain County Board of Developmental Disabilities (County Board) operated preschool program for educational purposes for the 2020-2021 school year (as defined by the County Board approved preschool calendar for 2020-2021).
- 1.2 Parties: This Contract is entered into on this date _____, by the County Board and the Clearview Local School District.
- 1.3 Conditions Precedent: This Contract shall not be in effect, and no party shall be required to meet any of the requirements of this Contract, until all of the following have occurred:
 - 1.3.1 This Contract has been executed by all parties.
 - 1.3.2 The Contract has been signed by the School District Treasurer and Superintendent.

Article 2: DEFINITIONS

- 2.1 IEP refers to the Individual Education Program developed in accordance with applicable law which lists the necessary educational services and supports that a student shall require during a school year.
- 2.2 ORC refers to the Ohio Revised Code and any amendment made effective during the term of this Contract.
- 2.3 Contract means this Contract and any and all attachments hereto which are incorporated herein as if fully rewritten.

Article 3: GENERAL REQUIREMENTS

- 3.1 Eligibility for Services: A student is eligible for services under this contract only if the IEP requires that the student receive services provided in the preschool program operated by the County Board.
- 3.2 Independent Contractors: The School District shall have exclusive supervision and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the School District. The County Board shall have exclusive supervision and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the County Board. The parties agree, notwithstanding the foregoing division of

responsibility, that they will work cooperatively to carry out their individual and joint duties under the Contract. At all times during the duration of this Contract, the County Board and the School District shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

Article 4: DUTIES OF THE COUNTY BOARD

- 4.1 **Services:** The County Board shall provide educational services to eligible students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities and shall follow the Ohio Dept. of Education's Policies and Procedures for the Education of Children with Disabilities. The County Board shall ensure that staff has such certificates, licenses, and/or other credentials as may be required by applicable requirements.
- 4.1.1 **Teacher:** The County Board shall employ a Teacher.
- 4.1.2 **Classroom Aide:** The County Board shall employ a classroom aide.
- 4.2 **Classroom and Supplies:** The County Board shall provide a classroom with sufficient space and general educational supplies to meet applicable requirements in students' IEPs.
- 4.3 **Transportation:** The County Board shall provide adequate student transportation on a daily basis in accordance with the County Board approved preschool calendar as authorized by the County Board.
- 4.4 **Nursing Services:** The County Board shall provide necessary Nursing/Delegated Nursing Services if specified in the IEP.
- 4.5 **Related Services:** The County Board shall make available the following services and/or related consultations: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language Pathology (SLP), and behavior supports. The County Board shall provide physical education adapted to the student's individual needs for eligible students as determined in the IEP.
- 4.6 **IEP:** The County Board shall cooperate with each student's school district of residence in the development of an Individual Education Program (IEP) for each student. Delivery of services shall be based upon the IEP and shall be designed to meet the unique needs of the child/student. The IEP shall be developed in a team planning conference and revised as often as necessary, but at least annually.

4.6.1 For annual IEP review and regularly scheduled behavior review meetings, the County Board shall:

- a. Notify parent(s)/guardian(s) of meeting, purpose of meeting, participants of meeting, and the time/place of the meeting.
- b. Notify participants of meeting.
- c. Maintain documentation of contact and attempts to contact parent(s)/guardian(s) about meeting.
- d. Arrange for rescheduling of meetings, if necessary.
- e. Maintain records of appropriate documents.
- f. Provide necessary documents to District and parent(s)/guardian(s).
- g. Provide an authorized designee to attend meetings to serve as the County Board representative.
- h. Ensure the signature of an authorized representative on the IEP document.

Article 5: DUTIES OF THE SCHOOL DISTRICT

5.1 Payment: For each of the 137 scheduled school days of the County Board's 2020/2021 preschool year, the School District shall pay the County Board the rate of \$54.74 for one student enrolled in the County Board preschool program, and \$18.25 for each additional student enrolled in the County Board preschool program. There will be no reduction in fees for student absences. The anticipated amount due from the School District for the 2020/2021 preschool year shall be billed and payable in two installments. Each installment payment shall be due to the County Board on or before 08/31/2020 and 01/19/2021, respectively. Pro-rated adjustments to the amount due for services rendered pursuant to this Contract will be made in the case that any student(s) enroll(s) in the County Board's preschool program after the start of the County Board's preschool year, or disenroll(s) before the end of the County Board's preschool year; reimbursement and/or additional payment will be made accordingly.

5.2 Scope: This agreement covers the following students:

The terms of the agreement will also be applicable to any additional students who are placed in the 2020-2021 County Board preschool program, as evidenced by provision to the County Board of an approved IEP requiring that the student receive services provided in the preschool program operated by the County Board.

- 5.3 **Information:** For each child referred to the County Board, the District shall provide to the County Board the following information: Current IEP, Multi-factored Evaluation, Birth Verification, Current Medical/Immunization Record, and Social Security Information.
- 5.4 **Specialized Individual Personnel/Equipment:** The School District shall provide any additional supports and/or services as necessary for the student to participate in a separate facility placement and access the curriculum including, but not limited to, student-specific adaptive equipment and 1:1 personal attendants as prescribed by the IEP.

The School District shall ensure that all personal attendants assigned to Murray Ridge School have participated in a four-day paraprofessional training program that is provided by the County Board. This requirement may be waived in individual cases at the sole discretion of the County Board Superintendent, or designee.

- 5.5 **IEP Meetings:** The County Board shall jointly schedule with the School District the date and time of IEP meetings, and provide reasonable notice prior to the date of such meetings. The School District shall be responsible for sending an authorized representative to the meeting and for compliance with other requirements related to IEP conferences and to the content of IEPs as set forth in applicable law.

Article 6: TERMINATION, MODIFICATION AND AMENDMENT

- 6.1 **Termination Prior to Expiration of the Term:** This Contract may be terminated prior to the expiration of the term hereof as follows:
- 6.1.1 **Termination by agreement:** In the event the County Board and the School District shall in writing mutually agree to terminate this Contract, this Contract shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.
- 6.2 **Modification and Amendment:** This Contract may be amended or modified by agreement of the parties in writing and the amendment which shall be attached hereto.

Article 7: MISCELLANEOUS

- 7.1 **Entire Agreement:** It is acknowledged by the parties that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.
- 7.2 **Severability:** Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Article 6 of this Contract.

- 7.3 Notices: All notices, request, and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, or sent, postage prepaid, by between:

**LORAIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

**1091 Infirmary Road
Elyria, OH 44035
Amber L. Fisher, Dr. P.H.
Superintendent**

and

CLEARVIEW LOCAL SCHOOL DISTRICT

**4700 Broadway Ave
Lorain, Ohio 44052
Jerome Davis
Superintendent**

- 7.4 Governing: This Contract shall be governed by and interpreted in accordance with the laws of Ohio.
- 7.5 Captions: The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.
- 7.6 Waiver: The waiver or breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

Article 8: SIGNATURES

Lorain County Board of Developmental Disabilities

By: _____

Date: _____

Name: Amber L. Fisher, Dr. P.H.
Title: Superintendent

Clearview Local School District

By: _____

Date: _____

Name: _____
Title: Superintendent

Name: _____
Title: School District Treasurer

Appendix A - Handbook Updates To Address Covid 19

GENERAL INFORMATION

- *Face coverings will be worn by all students and staff (Kindergarten-4th grade).*

Student Fees 5

- *School fees only apply to students doing the hybrid model.*

School Day Schedule 5

- *Students will attend on an A/B hybrid model as described in Clearview's 2020-2021 Reopening Plan.*
- *There is no morning or afternoon latchkey until further notice.*
- *There are no after school clubs at this time.*

Clearview Local School Dates 6

- *The district's first day of school is the week of August 24, 2020 following the A/B model.*
- *The first day of kindergarten is the week of August 27, 2020 following the A/B model.*
- *There is no "in person" open house. Open house will be virtual.*
- *Other possible date changes will be announced.*

STUDENT SERVICES

Breakfast and Lunch Programs 8

- *Students will eat in their classrooms, the cafeteria and the gym to properly social distance.*

Library 9

- *Students will not be checking out library books until further notice.*

ORGANIZATIONAL INFORMATION

Arrival of Students 10

- *There is no morning latchkey until further notice.*
- *Parents are not allowed in the building until further notice.*

Dismissal of Students 10

- *Parents will not be able to walk up to pick up students (blue car rider)*
- *There is no afternoon latchkey until further notice.*

Walkers/Transportation Changes 10

- *If picking up a child early, parents must call first and wait outside after ringing the bell.*

Guests and Visitor	11
<ul style="list-style-type: none"> ● <i>At this time, we do not have an open door policy. No guests/visitors are permitted in the building during school hours. This includes lunch, holiday celebrations and birthdays.</i> 	
Deliveries/Phone Calls	11
<ul style="list-style-type: none"> ● <i>At this time we are unable to allow treats/toys of any kind in the classroom for birthdays or other special events.</i> 	
ATTENDANCE	
Daily Absence	13
<ul style="list-style-type: none"> ● <i>Students must be learning Monday-Friday both in person and during e-learning days. If a student is absent (on either an in person day or an e-learning day, a phone call must be made to the office before 10:30 am.</i> 	
Sign out Procedures	14
<ul style="list-style-type: none"> ● <i>Parents who are signing their child out early need to ring the bell, state the reason for the early dismissal and wait outside. We ask that you please schedule appointments on days that are not the in person school days whenever possible.</i> 	
Illness during School	15
<ul style="list-style-type: none"> ● <i>If the student is screened by the nurse and determined to have COVID symptoms, they will be placed in the Clipper Clinic. Per the Ohio Department of Education, the Clipper Clinic is a designated area for students/staff displaying symptoms. The nurse will then follow the protocol as determined by the Lorain County Health Department.</i> 	
Arranging a Conference	16
<ul style="list-style-type: none"> ● <i>All conferences until further notice will be held virtually.</i> 	
Field Trips/Special Activities	17
<ul style="list-style-type: none"> ● <i>At this time there will be no field trips or special activities.</i> 	
STUDENT DISCIPLINE	
Bus Expectations/Consequences	23
<ul style="list-style-type: none"> ● <i>Face coverings will be worn at all times on the school bus. Student's bus privileges may be revoked if procedures are not followed.</i> 	

Donation to
Vincent Elementary
for Snacks for
opening day for
teachers

GIANT
EAGLE

MARKET
DISTRICT

getGo CARE
MARKET

See reverse side for exclusions.

**giant
eagle**

#231 SHEFFIELD VLG
6231 Detroit Road 440-934-5271
Sheffield Village, OH 44054

Your Cashier Today was Jace C

MP	DONATIONS	NP	50.00-
MR	GE GIFT CARD	NP	50.00
GO	1000001288818	APPROVED	
	TAX		0.00
	**** BALANCE		0.00
	CASH		0.00
	CHANGE		0.00
	TOTAL NUMBER OF ITEMS SOLD =		0

08/06/20 03:34pm 231 36 52 302

GET A GIANT EAGLE ADVANTAGE CARD TODAY
TO RECEIVE SPECIAL SAVINGS AND MORE!

Customer Care Center # 1-800-553-2324

Monday - Friday 9 AM - 9 PM

www.GiantEagle.com/contact

Maintenance, Certified and Safe, No Assembly Required, 1" Thick, Single Mat, Blue and Grey • AMAZON BUSINESS

Storex Classroom Caddy, 9.25 x 9.25 x 5.25 Inches, Assorted Colors, Color Assortment Will Vary, Case of 6 (00940U06C), Small Caddy • AMAZON BUSINESS	5	\$124.15
---	---	----------

Materials cost		\$693.85
Vendor shipping charges		FREE
State sales tax		\$0.00
3rd party payment processing fee ?		\$10.41
Fulfillment labor & materials ?		\$30.00
Total project cost ?		\$734.26
Suggested donation to help DonorsChoose reach more classrooms ?		\$129.58
Total project cost ?		\$863.84

** DONATION TO Vincent E.S.*

BELLA+CANVAS

INVOICE: C3856156, WHSE: ca

PLEASE REMIT TO:

Page: 1

Bella + Canvas, LLC
 PO Box 675063
 DETROIT, MI
 48267-5063 US

BILL TO: Vincent Elementary School
 2303 N Ridge Rd E
 Lorain, OH
 44055-3657 US

ATTN:
SHIP TO: Vincent Elementary School
 2303 N Ridge Rd E
 Lorain, OH
 44055-3657 US

Purchase Order #:	Order #:	Invoice Date:	Invoice Due Date:	Customer #:	Ordered By:	Terms:	Ship Via:
MASKSFORKIDS	C1919407-00	08/03/2020	08/03/2020	938841		Donations	FEDEX GROUND

Style	Description	120 Pack	Qty Ordered	Qty Shipped	Qty B/O	Price	UOM	AMOUNT
sc323y	Kid's Lightweight Face Cover							
62	True Royal	5	5	5	0	0.00	EA	0.00

Comment:
 Disclaimer: The face cover should not be used (1) in any surgical setting or to provide liquid barrier protection; (2) in a clinical setting where the infection risk level through inhalation exposure is high; (3) for particulate filtration; or (4) in high risk aerosol generating procedures. Bella+Canvas, LLC makes no warranties, either express or implied, that the face cover prevents infection or the transmission of viruses or diseases. If you experience any issues with this product, please contact us at 855-363-2200 or dailyfacecovers@bellacanvas.com.

Total Cases Shipped: 1

Shipped From: Bella + Canvas LLC - ca
 Carrier: FEDEX GROUND
 Carton No. Tracking No.
 C011338254 505111915761761

Carton No. Tracking No.

Carton No. Tracking No.

Carton No. Tracking No.

Salesman: Darlene Young	Entered By: WEB lynne.stark@clearviewschools.org	Total Qty: 5	5	0	Discount:	488.85
-------------------------	---	--------------	---	---	-----------	--------

Sub Total	0.00
Misc Fee	0.00
Sales Tax	0.00
Freight	0.00
Invoice Total	0.00
Total Remitted	0.00

Please Pay **0.00 USD**

**CLEARVIEW LOCAL B. O. E.
Cash Summary Report - Single Fund & SCC**

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-9379	CLASS OF 2019	\$ 1,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,325.00	\$ 0.00	\$ 1,325.00
Grand Total		\$ 1,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,325.00	\$ 0.00	\$ 1,325.00

**CLEARVIEW LOCAL B. O. E.
Cash Summary Report - Single Fund & SCC**

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-9379	CLASS OF 2019	\$ 1,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,325.00	\$ 0.00	\$ 1,325.00
Grand Total		\$ 1,325.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,325.00	\$ 0.00	\$ 1,325.00

**PROJECT BUILDERS' RISK
QUOTATION**

Named Insured: Clearview Local District
4700 Broadway Ave,
Lorain, OH 44052

Job Site Address: 4700 Broadway Ave
Lorain, OH 44052

Policy Period: 05/01/2020 to 05/01/2021

Writing Company: Federal Insurance Company

Limits of Insurance:

\$ 1,722,000	Contract Works
\$ 250,000	Flood limit is an Annual Aggregate
\$ 250,000	Earthquake limit is an Annual Aggregate
\$ 50,000	Soft Costs
\$ 100,000	In Transit
\$ 1,000,000	Effects of Law
\$ 100,000	Temporary Locations (While Awaiting Delivery)
\$ 50,000	Electronic Data and Valuable Papers
\$ 50,000	Expediting Expenses
\$ 50,000	Rental Income
\$ 25,000	Fungus Clean-up or Removal
\$ 25,000	Loss Prevention Expenses
\$ 150,000	Debris Removal
\$ 50,000	Pollutant Clean Up Or Removal
\$ 25,000	Preparation of Loss Fees
\$ 25,000	Public Safety Service Charges

Deductible:

\$ 2,500	Per Occurrence, except
\$ 25,000	Flood
\$ 25,000	Earthquake
7 Days	Soft Costs Waiting Period
12 Hours	Rental Income Waiting Period

Coverage: As per Form 04- 02- 0604 (Rev. 9-05), basic highlights.

Ratable Exposure: \$ 1,722,000

Annual Rate: 0.116

Policy Term Premium: \$ 1,997.00

Minimum Earned Premium: \$ 1,000.00

Taxes: \$ 0.00

Surcharges: \$ 0.00

Total Premium: \$ 1,997.00

PROJECT BUILDERS' RISK QUOTATION

"Terrorism" refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government's and the Insurance Company's obligation of payment under the Terrorism Risk Insurance Act.

*Portion of Total Premium Attributable for Terrorism and Statutory Standard Fire where applicable is \$34.00
The corresponding annual rate for this premium is 0.017.*

FATCA COMPLIANCE

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to the following web site:

<http://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

Please note the underwriting company in which this quote is being offered. All insurers of the Chubb Group of Insurance Companies share the same financial ratings.

The portion attributable to Taxes and Surcharges is an estimate. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:
All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

OPTIONAL ENDORSEMENTS

Additional Exclusion	Not Applicable
Amended Definition	Not Applicable
Amended Exclusion	Not Applicable
Business Income	\$ Not Applicable
Deductible	\$
Waiting Period	
Civil Authority # Miles	
Auditor's Fees	\$
Loss Of Utilities	\$
Pollutant Cleanup	\$
Business Income & Extra Expense	\$ Not Applicable
Deductible	\$
Waiting Period	
Civil Authority # Miles	
Auditor's Fees	\$
Loss Of Utilities	\$
Pollutant Cleanup	\$
Deletion Of Exclusion	Not Applicable
EQ & EQ Sprinkler Leakage Exclusion	Not Applicable
EQ & EQ Sprinkler Leakage Limits of Ins	\$ 250,000 limit is an Annual Aggregate
Deductible	\$ 25,000
Earthquake Exclusion	Not Applicable
EQ Percentage Deductible	Not Applicable
Minimum Deductible	\$
Waiting Period	
EQ Specific Limits of Insurance	\$ Not Applicable
Deductible	\$

OPTIONAL ENDORSEMENTS

Flood Exclusion	Not Applicable
Flood Specific Limits of Insurance	\$ 250,000 limit is an Annual Aggregate
Deductible	\$ 25,000
Flood & Surface Water Exclusion	Not Applicable
Hot Testing Coverage Permission To Occupy	\$ 2500 Deductible
From Date	05/01/2020
To Date	05/01/2021
Named Windstorm Percentage Deductible	Not Applicable
Minimum Deductible	\$
Waiting Period	
Permission To Occupy	Not Applicable
Schedule Of Loss Payees	Not Applicable
Surface Water Specific Limits of Insurance	\$ Not Applicable
Deductible	\$
Theft From Unattended Conveyances Exclusion	Not Applicable
Theft From Unattended Conveyances During Loading & Unloading Exclusion	Not Applicable
Theft from Unlocked Conveyances Exclusion	Not Applicable
Theft From Unlocked Conveyances Including Carriers For Hire	Not Applicable
Theft & Vandalism at Jobsites & Storage Locations w/o Fencing & Lighting Exclusion	Not Applicable
Unintentional Errors Or Omissions	\$ 1,722,000
Deductible	\$ 2,500

OPTIONAL ENDORSEMENTS

Wind Or Hail Exclusion	Not Applicable
Wind Or Hail Percentage Deductible	Not Applicable
Minimum Deductible	\$
Waiting Period	
Wind Or Hail Specific Limits Of Ins	\$ Not Applicable
Deductible	\$

The availability of coverage and the exact pricing reflected in this quote are based on the material representations you have provided. For your convenience, the information is restated below.

Intended Occupancy:	Schools-Grammar/High School
Type of Construction:	New Construction of a Building
Construction:	Non-Combustible
Security:	Lighting and Fencing
Protection Class:	5
Flood:	Outside of a 500 Year Flood Plain
Contractor Developer Years	
In Business:	25 or more
Contractor Developer Paid	
Losses Past 5 Years:	No Losses

CHUBB®

**Coverage
Summary**

PROJECT BUILDERS' RISK

Covered Property: Materials, supplies, machinery and equipment which you own, or which is owned by others and for which you are legally liable, to be used in and become a permanent part of the construction, reconstruction, erection, expansion, fabrication, renovation or repair of the Project described.

Perils: Direct physical loss or damage from a peril not otherwise excluded.

Valuation: Replacement cost. Temporary Contract Works are valued at actual cash value if replacement is necessary and scrap value if replacement is unnecessary.

**Additional
Coverage**

- \$1,000,000 Effects of Law
- \$ 150,000 Debris Removal
- \$ 100,000 In Transit
- \$ 100,000 Temporary Locations (While Awaiting Delivery)
- \$ 50,000 Electronic Data and Valuable Papers
- \$ 50,000 Expediting Expenses
- \$ 50,000 Pollutant Cleanup Or Removal
- \$ 50,000 Rental Income
- \$ 25,000 Fungus Cleanup Or Removal (where approved by state)
- \$ 25,000 Loss Prevention Expenses
- \$ 25,000 Preparation of Loss Fees
- \$ 25,000 Public Safety Service Charges

**Some Unique
Features**

- * Soft Costs insured up to \$50,000 including loan origination fees, realty taxes, architects/engineering fees, legal/accounting fees, interest expense incurred to expedite repair.
- * Design exclusion does not apply to other "contract works" which are free of error, omission or deficiency of design, but are damaged as a result.
- * No coinsurance.
- * Recoveries from salvage or subrogation accrue first to your benefit - toward deductible, coinsurance penalty or an inadequate limit.
- * 45 days Occupancy included where state regulations allow.
- * Extended Limit of Insurance at 5% or \$500,000, whichever is less.
- * Abrupt and Accidental breakdown of mechanical or electrical systems or apparatus is covered.

**Extensions of
Coverage**

Removal – We pay for the cost to remove contract works from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded.

Cost to Re-Erect Undamaged Scaffolding: Includes cost to re-erect undamaged scaffolding following a covered loss to "contract works".

**Chubb Services
& Qualities**

Commitment: Since the 1950's, we've been a writer of builders' risk insurance for the construction industry. That's why we understand the unique construction methods, exposures and coverages required by this complex field.

Claim Handling: We treat policyholders fairly and respond quickly when a loss occurs – usually within 24 hours of notification. Chubb continues to receive high ratings for financial stability from A.M. Best, Standard & Poors and Moody's.

Loss Control: Our global network of loss control consultants can help you minimize the size of losses. We're also available for damage control should a builders' risk loss occur. Chubb experts have, on average, 15 years of on-the-job, practical experience and some are specialists in builders' risk. More than 70% hold professional designations and 20% hold advanced degrees in areas such as business administration and engineering.

The above are some features of our policy form 04-02-0604 and are descriptive only. Modifications to this description may be contained elsewhere in this quote letter. The precise coverage afforded is subject to the terms and conditions of the policy as issued.



This Notice pertains to the following policy issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for such other policies.

Mailing Date 05/27/2020

Insured Name Clearview Local District

Mailing Address 4700 Broadway Ave,
Lorain, OH 44052

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	N/A	05/01/2020	Federal Insurance Company

CHUBB®

**IMPORTANT NOTICE TO POLICYHOLDER
TERRORISM RISK INSURANCE ACT**

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal share will be reduced by 1% per year until it reaches 80%, where it will remain. The portion of your annual premium that is attributable to insurance for such acts of terrorism is: \$ 34.00

If your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown above includes an amount attributable to the insurance provided pursuant to that statutory standard fire policy, which cannot be rejected.

That amount is \$ 0.00

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

Important Notice

This Notice pertains to the following policy issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for such other policies.

Mailing Date 05/27/2020

Insured Name Clearview Local District

Mailing Address 4700 Broadway Ave,
Lorain, OH 44052

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	N/A	05/01/2020	Federal Insurance Company

Rejection of terrorism insurance:

___ I hereby reject terrorism insurance and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Name: CLEARVIEW LSD

Policyholder/Applicant's Signature: Mary Ann Rowak

Date: 6/9/2020