

## PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the Schools of Ohio Risk Sharing Authority ("SORSA"), an Ohio corporation not for profit, and Clearview Local Schools (the "District"), a school district as defined in Title 33 of the Ohio Revised Code of the State of Ohio or a data acquisition site organized pursuant to Chapter 167 of the Ohio Revised Code, effective as of the first day of July 1, 2023 but actually executed on the 12 day of June, 2023 (the "Execution Date").

### I. RECITALS

- a. The purposes of SORSA are to provide a joint self-insurance pool and to assist members, including the District, to prevent and reduce losses and injuries to property and persons, which might result in claims being made against members of SORSA, including the District, or their employees or officers.
- b. The District wishes to avail itself of the advantages offered by SORSA to its members. Therefore, it is the intent of the District to join with other school districts or data acquisition sites as members of SORSA, which will administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with SORSA's Articles of Incorporation, Code of Regulations, policies and procedures and coverage documents, any member of SORSA against stated liability or loss, to the limits as outlined in the coverage documents. It is also the intent of the District, as a member of SORSA, to have SORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to Sections 3313.201, 2744.08, 2744.081, and 3955.05 of the Ohio Revised Code.

### II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering SORSA's program.

"Anniversary Date" shall mean the 1st day of July of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the District, or paid by SORSA and reimbursed by the District.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by SORSA to provide all or part of the coverages shown on Exhibit A hereto.

“Insurance Costs” shall mean the District’s share, as established from time to time by SORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

“Loss Fund” shall mean the fund established by SORSA to provide for the payment of the losses in excess of the Deductible.

“Loss Fund Contribution” shall mean the District’s share, as established from time to time by SORSA, of the costs of funding a loss fund which is a component of the joint self-insurance pool.

“Termination Date” shall mean June 30, 2024.

### III. THE DISTRICT’S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the District agrees to become a member of SORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The District further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions to SORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Directors of SORSA (the “Board”). Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the SORSA funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with SORSA’s Code of Regulations.
- c. To allow SORSA and its agents, officers and employees reasonable access to all facilities of the District and all District records, including but not limited to financial records, as required for the administration of SORSA.
- d. To allow attorneys designated by SORSA to represent the District in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by SORSA.
- e. To cooperate fully with SORSA’s attorneys, claims adjustors and any other agent, employee or officer of SORSA in activities relating to the purposes and powers of SORSA.
- f. To follow the loss reduction and prevention procedures established by SORSA.

- g. To report to SORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in SORSA being required to consider a claim against the District, its agents, officers or employees or for casualty losses to District property within the scope of coverages undertaken by SORSA.
- h. To report to SORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- i. To provide SORSA annually, or more frequently if requested, with information necessary to establish program costs.
- j. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

#### IV. SORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the District's withdrawal or expulsion, SORSA agrees to accept the District as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

SORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To carry out such other activities as are necessarily implied or required to carry out SORSA's purposes or the specific powers enumerated herein.

## V. PROGRAM DESCRIPTION

### a. Coverages.

- (i) The District agrees to accept all lines of coverage provided by SORSA as shown on Exhibit A.
- (ii) Once a line of coverage is provided to the District by SORSA, the line of coverage must continue to be provided for by SORSA until the Termination Date.

### b. Structure of Program. For the term of this Agreement, SORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- (i) Loss Fund
- (ii) Excess Insurance

The amounts necessary to fund the Loss Fund will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board intends to purchase insurance policies to provide Excess Insurance.

### c. Modification of Program. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members.

## VI. DISTRICT'S CONTRIBUTIONS

The District's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Loss Fund Contribution;
- c. its annual Insurance Costs; and
- d. its annual Administration Costs.

The District understands that the cost components set forth in items a. through d., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a form of self insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The District further understands that its share of the cost has been computed by SORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the District's share shall not be computed or applied in a discriminatory manner.

## VII. TERM OF AGREEMENT: WITHDRAWAL BY DISTRICT

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of July, 2023 and shall terminate as of the Termination Date.

During the term of this Agreement, there is no right to withdraw by either party during the term of the Agreement. Except as provided in Article VIII, this Agreement is not cancelable by either party during the term of the Agreement.

Upon the final dissolution of SORSA, any funds which remain, unencumbered, after all claims and all other SORSA obligations have been paid shall be distributed only to the districts which are members of SORSA immediately prior to its dissolution. If the District is a member of SORSA immediately prior to its dissolution, the District's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the District pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all districts which are members of SORSA immediately prior to its dissolution, times the amount of remaining funds.

## VIII. EXPULSION

- a. By a two-thirds (2/3) vote of the Board, the District may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then current Ohio statutes or regulations:
  - (i) Failure to undertake or continue loss reduction and prevention procedures adopted by SORSA.
  - (ii) Failure to allow SORSA reasonable access to all facilities and records of the District necessary for proper administration of SORSA.
  - (iii) Failure to fully cooperate with SORSA's attorneys, claims adjusters or other agent, employee or officer of SORSA.
  - (iv) Failure to carry out any obligation of the District which impairs the ability of SORSA to carry out its purpose or powers.
  - (v) Any other reason permitted by Ohio statute or regulation.
- b. Anything in this Article VIII to the contrary notwithstanding, the District may be expelled without a vote of the Board if it fails to make any payment to SORSA when due.
- c. The District may not be expelled except after notice from SORSA of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The District may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after the

expiration of the time to cure has passed. A representative of SORSA shall present the case for expulsion to the Board. The District affected may present its case. A decision by the Board to expel the District after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the District shall be liable for any unpaid contributions, including Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

#### IX. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are school districts within the State of Ohio, as that term is defined in Title 33 of the Ohio Revised Code. It is the intent of the District that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the District or its employees by any law.

#### X. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the District: 4700 Broadway Avenue  
Lorain, Oh 44052-5542

If to SORSA:

Schools of Ohio Risk Sharing Authority, Inc.  
Attn: Executive Director  
555 Metro Place North, Suite 645  
Dublin, Ohio 43017


- b. Electronic Transmission: SORSA agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured means including e-mail, facsimile transmission or other similar electronic methods of communication ("Electronic Means"), provided, however, that the instructions or directions shall be sent by an authorized officer of the District. If the District elects to give SORSA instructions by Electronic Means and SORSA in its discretion elects to act upon such instructions, SORSA's understanding of such instructions shall be deemed controlling. SORSA shall not be liable for any losses, costs or expenses arising directly or indirectly from SORSA's reliance upon and compliance with such instructions. The District agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to SORSA, including without limitation the risk of SORSA acting on authorized instructions

The District and SORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the District and SORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District and SORSA have executed this Agreement as of the date first above written.

**SCHOOLS OF OHIO RISK  
SHARING AUTHORITY, INC.**



Thomas D. Strup, Executive Director

*Clearview Local Schools*  
SCHOOL DISTRICT, OHIO

*Mary Ann Nowak, Treasurer/CFO*  
Authorized School District Representative

## Summary of Coverages

PROPERTY AND INLAND MARINE

GENERAL LIABILITY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

SCHOOL OFFICIALS ERRORS AND OMISSIONS LIABILITY

CRIME AND EMPLOYEE DISHONESTY

COMPREHENSIVE BOILER AND MACHINERY AND EQUIPMENT BREAKDOWN

SCHOOL SECURITY RISK INSURANCE

CYBER LIABILITY

Note: Please refer to policy on file for specific limits, terms, conditions, and exclusions.





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SCHOOLS OF OHIO RISK SHARING AUTHORITY

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PROPOSAL PREPARED FOR:

Clearview Local School District  
CF Risk & Insurance, LLC  
Chris Fichtner

JULY 1, 2023 TO JULY 1, 2024

Owned by Members ♦ Governed by Members ♦ Service to Members

# Membership Advantages

SORSA knows that mitigating risk works.

Collaborating with our members enables us to provide specific solutions and **no cost** customized services that reduce costly claims. We welcome the opportunity to assist members in averting a difficult situation and potential loss.

## Legal Help Desk

### Concerned about potential legal liability for your school district?

The legal help desk is here to assist you with issues at an early stage, averting potential liability issues. So, if you see something brewing that may spell t-r-o-u-b-l-e, be sure to contact us and we will be there to help.

**866-767-7299**

## How Can We Help You?



Mark Landes, Esq.  
Isaac Wiles



Jessica Philemond, Esq.  
Scott, Scriven LLP

### When to Call

- > I need to fire or discipline an employee.
- > I don't know the rules.
- > I don't want my school to get sued.
- > The employee / student has a lawyer.
- > The community is upset over this.
- > How do we accomplish our goal legally?
- > Vendor contract questions

### What to Have Ready

- Relevant Board policies and procedures.*
- Collective bargaining agreement and/or other employment related contract.*
- Any written documentation regarding the incident in question.*

## Risk Control Services

### SORSA has a dedicated Risk Control Manager!

From playgrounds to computer labs, school buses and booster groups.

It is not always easy to spot impending risk.

Our risk control manager is available to help you in *identifying* and *managing* your risks. Available for on-site visits, in-person staff training, inspections or practical advice. SORSA will keep you and your staff informed on the latest trends and topics important to keeping schools safe.

***Our goal; to provide our members with customized, accessible risk services and a valued partnership that benefits your bottom line.***

# How To Report A Claim

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## CONTACT YOUR LOCAL AGENT

**Chris Fichtner**

Main: 440-213-3842

**fichtnerchris@yahoo.com**

**CF Risk & Insurance, LLC**

4456 N. Abbe Road, #112

Sheffield, Ohio 44054

TO REPORT EMERGENCIES WITH PROPERTY DAMAGE OR TO  
REPORT A CLAIM AFTER HOURS.

### EMERGENCIES THAT CAUSE PHYSICAL DAMAGE TO YOUR SCHOOL PROPERTY

CALL  
BELFOR PROPERTY  
RESTORATION  
**800-922-3848**

Identify yourself as a SORSA  
insured red alert client  
*fire • water • storm damage*  
24 hour reporting • 365 days

### ALL OTHER CLAIMS

CALL  
GREG GILLIAM  
SORSA CLAIMS MANAGER

**1-844-369-3830**

OR e-mail  
**[greg@sorsaschools.org](mailto:greg@sorsaschools.org)**

## Other SORSA Contact Information

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### **BOILER INSPECTIONS**

**[engclevelandjurisdictional@Fmglobal.com](mailto:engclevelandjurisdictional@Fmglobal.com)**

### **CERTIFICATES OF INSURANCE and COVERAGE QUESTIONS**

**[crissy@sorsaschools.org](mailto:crissy@sorsaschools.org)**  
or  
**[cshaner@sorsaschools.org](mailto:cshaner@sorsaschools.org)**

### **SCHOOLS OF OHIO RISK SHARING AUTHORITY**

**555 Metro Place North  
Suite 645  
Dublin, Ohio 43017  
866-767-7299  
[www.sorsaschools.org](http://www.sorsaschools.org)**

# Cyber Liability Coverage

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**Cyber Liability provided through Crum & Forster Specialty Insurance Company and Westchester Insurance (\$5M Excess) offer a solution in an ever-changing technological environment. This coverage protects data in any form whether paper, electronic, or any other means.**

## What's covered?

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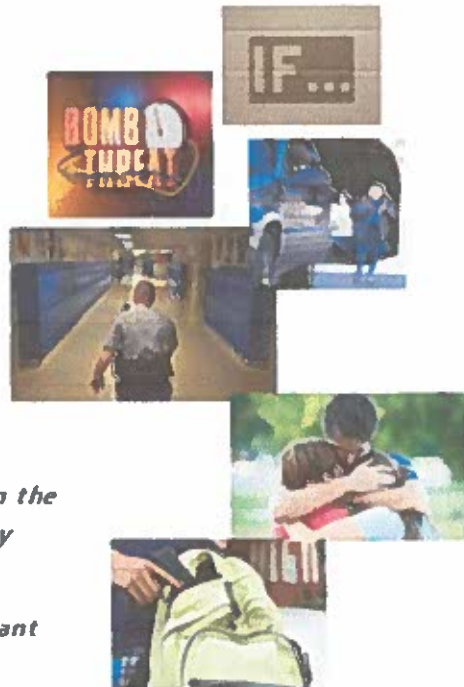


- ◆ **\$10,000,000 All Member Annual Aggregate**
  - ◇ \$1,000,000 Per Member Aggregate Sublimit
  - ◇ Ransomware/Malware - limits ranging from \$50,000 to \$1,000,000 subject to underwriting and completion of the Advanced Risk Control Affidavit
  - ◇ Cyber Extortion - limits ranging from \$10,000 to \$200,000 subject to underwriting and completion of the Advanced Risk Control Affidavit
  - ◇ Deductible range of \$10,000 to \$20,000 subject to underwriting

## School Security Risk Coverage

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- › Legal Liability
- › Bomb Threat Expense
- › Child Abduction
- › Physical Assault
- › Ransom & Extortion Payments
- › Student Travel - Political Evacuation



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*In cases with exceptional security risk, when the stakes are highest, reasonable precautionary resources may be exceeded.*

*SORSA includes SSRI coverage as an important part of your plan for school security.*

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### Who is Covered?

*All school students, administrators, employees, alumni, board members, parents and family members while attending or participating in an activity organized or sponsored by the school district.*

## PROPOSAL SUMMARY

### PROPERTY

#### Limits and Deductibles

Building & Business Personal Property Limit Including Property Extensions of Coverage As Reported to SORSA; Subject to \$350,000,000 Pool Limit	<b>\$ 78,286,882</b>
Deductible:	<b>\$ 5,000</b>
Earth Movement per Occurrence:	<b>\$ 10,000,000</b>
Annual Aggregate all members:	<b>\$ 10,000,000</b>
Deductible:	<b>\$ 50,000</b>
Flood Limit (Zone A or V Excluded):	<b>\$ 10,000,000</b>
Annual Aggregate all members:	<b>\$ 10,000,000</b>
Deductible:	<b>\$ 50,000</b>
Equipment Breakdown (PD, BI and EE), in any one accident: As Reported to SORSA; Subject to \$350,000,000 Pool Limit	<b>\$ 78,286,882</b>
Hazardous Substance, any one accident:	<b>Included</b>
Ammonia Contamination:	<b>Included</b>
Any Other Substance:	<b>included</b>
Water Damage, in any one accident:	<b>Included</b>
Consequential Damage, in any one accident:	<b>Included</b>
Deductible:	<b>\$ 5,000</b>
<b>Total Property Premium:</b>	<b>\$ 54,235</b>

### CRIME COVERAGE

#### Limits and Deductibles

Employee Theft Including Faithful Performance of Duty, in any one occurrence	<b>\$ 1,000,000</b>
Forgery or Alteration, in any one occurrence	<b>\$ 1,000,000</b>
On Premises, in any one occurrence	<b>\$ 1,000,000</b>
In Transit, in any one occurrence	<b>\$ 1,000,000</b>
Money Orders and Counterfeit Money, in any one occurrence	<b>\$ 1,000,000</b>
Computer Crime, in any one occurrence	<b>\$ 1,000,000</b>
Computer Program and Electronic Data Restoration Expense, in any one occurrence	<b>\$ 350,000</b>
Funds Transfer Fraud, in any one occurrence	<b>\$ 1,000,000</b>
Social Engineering Fraud, in any one occurrence	<b>\$ 1,000,000</b>
Telecommunication Fraud, in any one occurrence	<b>\$ 200,000</b>
Deductible	<b>\$ 1,000</b>
<b>Total Crime Premium:</b>	<b>\$ 1,184</b>

#### Terms, Conditions, Exclusions, Subject To's

**Covered Property at Undescribed Premises does not apply to Electronic Data Processing Equipment and Electronic Data Processing Data and Media;**

**No Coverage applies if Building and Business Personal Property coverage is not quoted**

Property Extension	Standard Limits	Additional Limits	Total
Accounts Receivable	\$ 1,000,000		\$ 1,000,000
Arson Reward	\$ 100,000		\$ 100,000
Automobile Physical Damage, in any one occurrence	Optional	\$ 915,437	\$ 915,437
Backup of Sewers and Drains	Policy Limit		Policy Limit
Business Income, in any one occurrence	\$ 2,000,000		\$ 2,000,000
Ordinary Payroll: Not Covered unless specifically requested & endorsed			
Supply Chain	\$ 500,000		\$ 500,000
Civil or Military Authority 30 days	30 Days		30 Days
Extended Period of Liability	90 Days		90 Days
Change of Temperature/Spoilage	\$ 100,000		\$ 100,000
Data Restoration	\$ 500,000		\$ 500,000
Unnamed Property	\$ 5,000,000		\$ 5,000,000
Covered Property in Transit, in any one occurrence	\$ 500,000		\$ 500,000
Debris Removal	Policy Limit		Policy Limit
Electronic Data Processing Equipment Data and Media, in any one occurrence	Policy Limit		Policy Limit
Extra Expense, in any one occurrence	\$ 2,500,000		\$ 2,500,000
Fine Arts, in any one occurrence (Not to exceed \$10,000 per item)	\$ 750,000		\$ 750,000
Fire Department Service Charge / Fire Protective Equipment Discharge	Included		Included
Research and Development	Policy Limit		Policy Limit
Mobile/Contractors Equipment, in any one occurrence	Optional	\$ 115,500	\$ 115,500
Musical Instruments, Athletic Equipment, or Band & Athletic Uniforms, in any one occurrence	Policy Limit		Policy Limit
Newly Constructed or Acquired Property, at any one building, in any one occurrence In any one occurrence	\$ 5,000,000		\$ 5,000,000
Ordinance or Law			
Loss to Undamaged Portion, in any one occurrence	Policy Limit		Policy Limit
Demolition, in any one occurrence	Policy Limit		Policy Limit
Increased Cost of Construction, in any one occurrence	Policy Limit		Policy Limit
Outdoor Property including debris removal, in any one occurrence	Policy Limit		Policy Limit
Trees, shrubs and plants (maximum per item)	\$ 1,000		\$ 1,000
Lawn limit (per occurrence)	\$ 2,000		\$ 2,000
Personal effects of students/employees for perils except theft			
Student	\$ 1,500		\$ 1,500
Employee	\$ 3,000		\$ 3,000
In any one occurrence	\$ 100,000		\$ 100,000
Contaminant Cleanup and Removal	Policy Limit		Policy Limit
Preservation of Property	Policy Limit		Policy Limit
Protection of Property	Policy Limit		Policy Limit
Errors and Omissions, in any one occurrence	\$ 5,000,000		\$ 5,000,000
Off Premise Service Interruption Property and Business Income including Boiler and Machinery	\$ 500,000		\$ 500,000
Valuable Papers & Records	\$ 1,000,000		\$ 1,000,000
Terrorism	\$ 5,000,000		\$ 5,000,000



## PROPOSAL SUMMARY

### GENERAL LIABILITY AND EDUCATORS LEGAL LIABILITY

COVERAGES	LIMIT OF LIABILITY (Primary and Excess)	MEMBER DEDUCTIBLE
<b>I. General Liability - Occurrence Form</b>		
Bodily Injury and Property Damage per Occurrence	\$ 15,000,000	\$ -
Personal Injury/Advertising Liability per Occurrence	\$ 15,000,000	\$ -
Products/Completed Operations per Occurrence	\$ 15,000,000	\$ -
Employers Stop Gap Liability		
Bodily Injury by Accident, Each Accident	\$ 15,000,000	\$ -
Bodily Injury by Disease, Each Employee	\$ 15,000,000	\$ -
Bodily Injury by Disease, Policy Limit	\$ 15,000,000	\$ -
General Annual Aggregate	\$ 17,000,000	\$ -
Fire Legal Liability	\$ 500,000	\$ -
Medical Payments, Per Person / Each Accident	\$10,000/\$25,000	\$ -
<b>General Liability Premium:</b>		<b>\$ 29,270</b>
<b>II. Educators Legal Liability - Claims Made Form</b>		
Wrongful Acts Coverage Per Occurrence	\$ 15,000,000	\$ 10,000
Wrongful Acts Coverage Aggregate	\$ 15,000,000	
Retroactive Date	2/1/2002	
Employee Benefits Liability	\$ 15,000,000	\$ -
Retroactive Date	2/1/2002	

Educators Legal Liability Premium is Included in General Liability Premium

#### Terms, Conditions, and Exclusions

General Liability includes coverage for Sexual Molestation

Trampoline Exclusion applies

Absolute Pollution, Asbestos and Lead Exclusions apply

Toxic Mold/Fungus Exclusion applies

Known Injury Exclusion applies

UM/UIM Excluded Excess of \$1,000,000

Continuous claims made coverage has been carried since retro date shown above and that all known incidents and losses have been reported to current carriers(s).

## PROPOSAL SUMMARY

### AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

#### III. Automobile Liability

	LIMIT OF LIABILITY (Primary and Excess)	DEDUCTIBLE	PREMIUM
Bodily Injury & Property Damage - per Occurrence (including Owned/Hired/Non-Owned)	\$15,000,000	\$ -	Included
Medical Payments - Per Person / Each Accident	\$10,000/\$25,000	\$ -	Included
Uninsured/Underinsured Motorist	\$1,000,000 Aggregate	\$ -	Included
Garagekeepers Legal Liability	ACV (\$500,000 maximum)	\$ -	Included
Automobile Liability Premium is Included in General Liability Premium			
Additional Defense Costs Per Occurrence to Sections I., II., and III. Above	\$500,000	\$ -	Included

#### Physical Damage

	LIMIT OF LIABILITY	DEDUCTIBLE	PREMIUM
Other than Collision	Actual Cash Value*	\$ 250	Included
Collision	Actual Cash Value*	\$ 250	Included
Automobile Physical Damage Premium is Included in Property Premium			

#### Terms, Conditions, and Exclusions

Contracted Buses Exclusion applies

This Quotation is based on

- 12 Buses
- 4 Other Vehicles
- 2 Trailers

\*For buses 5 years or newer, the value will be determined at Replacement Cost. For buses over 5 years, the value will be determined at the Actual Cash Value as if the bus is 5 years newer.

Total Premium (including Cyber)

\$ 92,554

# S . O . R . S . A

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## SCHOOLS OF OHIO RISK SHARING AUTHORITY

### Order to Bind Coverage Form

MEMBER NAME: Clearview Local School District

TERM: 7/1/2023 to 7/1/2024

Total Property Limit	Total Liability Limit	Total Premium
\$78,286,882	\$15,000,000	\$92,554

TRIA Coverage - Terrorism Risk Insurance Act is included

Member Signature: Mary Ann Nowak Res. 2023.65 6/12/2023  
Agent's Signature: [Signature]  
Agency Name: CF Risk & Insurance, LLC

**PREMIUM INVOICE**

**Contract Number:** SD-047C

**Member Name:** Clearview Local School District

**Address:** 4700 Broadway

**City:** Lorain

**State:** OH

**Zip Code:** 44052

**Inception:** July 1, 2023

12:01 a.m.

**Expiration:** July 1, 2024

12:01 a.m.

LINE OF BUSINESS	CONTRIBUTION
Property	54,235
General Liability	29,270
Educators Legal	Included
Auto	Included
Crime	1,184
Cyber	7,865
<b>TOTAL DUE:</b>	<b>92,554</b>

Rec. 2023-65  
 6/12/2023

**Please remit check to:**

Schools of Ohio Risk Sharing Authority  
 814 N. Locust Street, Suite 3  
 Ottawa, OH 45875

Additional payment instructions on the following page.  
**Payment due within 30 days of effective date**



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## **PAYMENT INSTRUCTIONS**

1. ACH Credit – Initiated by you and credited to our account.
2. Check Payment

### **1 ACH CREDIT**

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We authorize your organization, a valid SORSA Member, to initiate debit entries and, if necessary, adjustments for any credit entries in error to our account or accounts listed below.

FINANCIAL INSTITUTION NAME: Superior Federal Credit Union  
BANK TRANSIT / ABA NUMBER: 241279616 (if ACH) call Verhoff & Co 419-523-5447 (if Wire)  
ACCOUNT NUMBER: 1410000110656  
TYPE OF ACCOUNT (Check One):  Checking  Savings

The Authority is to remain in full force until SORSA provides written notification of its termination in such timely manner as to afford Member a reasonable opportunity to act on it.

NAME (Printed) Randal J. Verhoff

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

### **2 CHECK PAYMENT**

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**Mail to:**

Schools of Ohio Risk Sharing Authority  
c/o Verhoff & Company LLC  
814 N. Locust Street, Suite #3  
Ottawa, OH 45875

**Return this form to:**

**Verhoff & Company LLC**  
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Ottawa, OH 45875  
Ph: (419) 523-5447 Fax: (419) 523-6447  
zac@verhoffcpa.com

**Payment due within 30 days of effective date**

\*\*\* Query Name: Loss History Report \*\*\*

Report Date Start: 7/1/2016  
 Report Date End: 5/10/2023  
 Evaluation Date: 05/10/2023

This is not a public record. Open claims must be redacted prior to release.

### Clearview Local School District

Event Date	Date of Claim	Event Number	Claim Number	Claimant	Coverage	Claim Type	Claim Status Desc	Description	Paid Sum	Reserve Balance Sum	Incurred Sum
1/17/2017	1/18/2018	EV9563	9563	Ayanna, Alicia Clearview Local School District	General Liability	GL/Student Protection (Abuse)	Closed	Student alleges teacher allegedly had sex with her while minor.	\$0.00	\$0.00	\$0.00
8/28/2018	8/31/2018	EV2019003685	047C003677	Clearview Local School District	Property Equipment Breakdown/Boiler	Auto Collision Equipment Breakdown/Boiler	Closed	Other vehicle rear-ended school bus. Driver=Mary Dembinski	\$9,952.13	\$0.00	\$9,952.13
4/15/2019	10/16/2019	EV2019003933	047C003908	Clearview Local School District	Equipment Breakdown/Boiler	Equipment Breakdown/Boiler	Closed	Chiller 1 compressor failed at high school	\$37,904.60	\$0.00	\$37,904.60
7/1/2019	10/16/2019	EV2019003934	047C003909	Clearview Local School District	Crime Employee Dishonesty/Faithful Performance	Crime Employee Dishonesty/Faithful Performance	Closed	Chiller 2 compressor failed at high school	\$7,365.00	\$0.00	\$7,365.00
7/10/2019	7/15/2019	EV2019003876	047C003858	Clearview Local School District	Property Performance	Employee Dishonesty/Faithful Performance	Closed	Person posing as an employee sent fraudulent email to change payroll deposit information, causing loss for District	\$2,649.14	\$0.00	\$2,649.14
10/23/2019	10/24/2019	EV2019003939	047C003912	Clearview Local School District	Property	Building	Closed	Heat from open kiln in classroom caused sprinklers to turn on. Water damages ensued	\$16,823.53	\$0.00	\$16,823.53
10/23/2019	10/24/2019	EV2019003939	047C003914	Clearview Local School District	Property	Contents	Closed	Heat from open kiln in classroom caused sprinklers to turn on. Water damages ensued	\$0.00	\$0.00	\$0.00
1/5/2021	1/11/2021	EV2021004105	047C004070	Kizer, AMin Stone, Le'Ausha (Ern)	Auto Liability Educators Legal Liability	Auto Property Damage EEOC/OCRC/IEP	Closed	Bus backed into parked Claimant vehicle at Bus Garage.	\$2,369.92	\$0.00	\$2,369.92
12/1/2021	3/23/2022	EV2021004314	047C004278				Closed	OCR Complaint by student alleging discrimination based on gender identity	\$5,441.48	\$0.00	\$5,441.48
12/23/2022	1/4/2023	EV2022004493	047C004468	Clearview Local School District	Property	Building	Open	Power outage from extreme cold caused damage to heating systems at Vincent Elementary. Sprinkler head burst due to freezing at Durling Middle School causing water damages.	\$1,272.35	\$78,727.65	\$80,000.00
Report Totals:									\$83,778.15	\$78,727.65	\$162,505.80