

EXHIBITS

Clearview Local Schools**ADMINISTRATIVE SALARY SCHEDULE****Classified Schedule - Food Service Supervisor**

14-May-18

		44498					
	<BA	BA	MA	MA+10	MA+20	MA+30	PhD/EdD
0	42024 0.9444	44498 1.0000	46972 1.0556	49442 1.1111	51048 1.1472	52962 1.1902	55213 1.2408
1	43288 0.9728	45833 1.0300	48378 1.0872	50928 1.1445	52579 1.1816	54555 1.2260	56873 1.2781
2	44587 1.0020	47208 1.0609	49833 1.1199	52454 1.1788	54159 1.2171	56188 1.2627	58577 1.3164
3	45922 1.0320	48623 1.0927	51324 1.1534	54029 1.2142	55783 1.2536	57874 1.3006	60335 1.3559
4	47301 1.0630	50082 1.1255	52868 1.1881	55649 1.2506	57456 1.2912	59610 1.3396	62146 1.3966
5	48721 1.0949	51587 1.1593	54452 1.2237	57318 1.2881	59178 1.3299	61398 1.3798	64010 1.4385
6	50180 1.1277	53135 1.1941	56085 1.2604	59035 1.3267	60958 1.3699	63241 1.4212	65928 1.4816
7	51684 1.1615	54728 1.2299	57767 1.2982	60807 1.3665	62787 1.4110	65141 1.4639	67908 1.5261
8	53237 1.1964	56370 1.2668	59503 1.3372	62631 1.4075	64669 1.4533	67094 1.5078	69946 1.5719
9	54835 1.2323	58061 1.3048	61287 1.3773	64513 1.4498	66609 1.4969	69105 1.5530	72042 1.6190
10	56481 1.2693	59801 1.3439	63125 1.4186	66444 1.4932	68607 1.5418	71179 1.5996	74205 1.6676

Clearview Local Schools

ADMINISTRATIVE SALARY SCHEDULE

Classified Schedule - Transportation Supervisor

12-Apr-21

		44609
	Base	Salary
0	42129	44609
	0.9444	1.0000
1	43396	45947
	0.9728	1.0300
2	44698	47326
	1.0020	1.0609
3	46036	48744
	1.0320	1.0927
4	47419	50207
	1.0630	1.1255
5	48842	51715
	1.0949	1.1593
6	50306	53268
	1.1277	1.1941
7	51813	54865
	1.1615	1.2299
8	53370	56511
	1.1964	1.2668
9	54972	58206
	1.2323	1.3048
10	56622	59950
	1.2693	1.3439

Clearview Local Schools

ADMINISTRATIVE SALARY SCHEDULE

Classified Schedule - Maintenance Supervisor

12-Apr-21

		50306
	Base	Salary
0	47509	50306
	0.9444	1.0000
1	48938	51815
	0.9728	1.0300
2	50407	53370
	1.0020	1.0609
3	51916	54969
	1.0320	1.0927
4	53475	56619
	1.0630	1.1255
5	55080	58320
	1.0949	1.1593
6	56730	60070
	1.1277	1.1941
7	58430	61871
	1.1615	1.2299
8	60186	63728
	1.1964	1.2668
9	61992	65639
	1.2323	1.3048
10	63853	67606
	1.2693	1.3439



EXHIBIT VII.A.3

Minute Men HR Management Services, Inc.
Workers' Compensation & Ohio Group Rating Specialists

February 2021

Mary Ann Nowak
Clearview Board of Education
4700 Broadway Avenue
Lorain, OH 44052

POLICY NO: 34750351

Dear Mary Ann,

Minute Men HR has thoroughly reviewed your claims history and determined that your organization meets our initial criteria for enrollment in the Northeast Ohio Safety Council, NEOSC, Retrospective Rating Program. NEOSC, as an approved Group Retrospective Rating sponsor in partnership with Minute Men, **an expert in the field of workers' compensation with superior claims management and some of the lowest fees in the industry** extends this invitation for the plan year January 1, 2022 thru December 31, 2022.

Public employers, choosing to participate in the program are pooled together and receive refunds and/or assessments based on the overall performance of the group. As a participant, you will continue to pay for BWC premiums for the plan year as required. The BWC will then re-evaluate the group's performance on December 31, 2023 / 2024 and 2025.

As with any group, the Group Retrospective Program does not come without risks. If the group performs worse than expected, then you may owe the BWC additional premiums. *This applies to all Retro Groups.*

Below is a summary of your savings and risk potential:

Projected Premium*	Maximum Savings	Est Refund %	Est Prem Refund	Loss Cap %	Loss Cap	Service Fee
\$42,267	\$26,628	38	\$16,061	15	\$6,340	\$750

*Does not include BWC Assessments

ENROLLING IS EASY

Complete, sign and return the following forms in the enclosed envelope by April 30, 2021:

1. Employer Statement for Group Retrospective Rating (U-153)
2. 2022 Retro Returns Employer Safety Assessment
3. Permanent Authorization (AC-2)
4. Minute Men HR Management Services Agreement
5. Invoice along with your payment to Minute Men HR Management Services Inc.

If you have any questions or need more information, please contact Mike Pollack at 216-225-4381.

3740 Carnegie Avenue | Second Floor | Cleveland, Ohio 44115

Tel 216.452.0100 | Fax 216.426.2254

www.MinuteMenHR.com



Employer Statement for Group-Retrospective-Rating Program

Instructions

- Please print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining.
The Group Administrator's third party administrator will submit your original U-153 to:
Ohio Bureau of Workers' Compensation
Attn: employer programs unit
30 W. Spring St., 22nd floor
Columbus, OH 43215-2256
- If you have any questions please call BWC at 614-466-6773

NOTE: This application must be reviewed and approved by BWC's employers programs unit **BEFORE** it becomes effective.

Employer name Clearview Board of Education		Telephone number (440) 233-5412	BWC Policy number 34750351
Address 4700 Broadway Avenue	City Lorain	State OH	9-digit ZIP code 44052

Group-Retrospective-Rating Program Enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retrospective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand that only a BWC Group-Retrospective-Rating Program certified sponsor can offer membership into the program. I also understand that if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the NORTHEAST OHIO SAFETY COUNCIL sponsoring organization or a certified affiliate organization and would like to be included in that Group-Retrospective-Rating Program that they sponsor for the policy year beginning January 1, 2022. I understand that the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand that the sponsoring organization's representative Trident Risk Advisors (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand that the representative for the Group-Retrospective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the program, I understand that I must file an AC-2, permanent authorization form, in order to cancel or change individual representation.

I understand that a new U-153 shall be filed each policy year I participate in the group-retrospective-rating plan.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization ☒ Yes ☐ No

NORTHEAST OHIO SAFETY COUNCIL

35849

Name of sponsor or affiliate sponsor

Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group-Retrospective-Rating Program, employers may not utilize or participate in the Deductible Program, Group Rating, Retrospective Rating, Safety Council Discount Program, \$15,000 Medical-Only Program, or the Drug-Free Safety Program.

Certification

(Officer name) certifies that he/she is the _____ of
(Title)

Clearview Board of Education, the employer referred to above, and
(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

(OFFICER SIGNATURE)

(DATE)

2022 RETRO RETURNS EMPLOYER SAFETY ASSESSMENT

34750351 Clearview Board of Education

Please indicate "Yes" or "No" on this assessment. Answering "No" does not preclude your company from eligibility in this program but one of our safety specialists will assist you in establishing that particular safety plan element prior to the begin of the policy year.

1 – Visible, active senior management leadership

Y / N Our company has a safety policy statement signed by top management.

Y / N We discuss safety processes and improvements regularly during staff and/or employee meetings.

2 – Employee involvement and recognition

Y / N We provide employees with safety participation opportunities

3 – Medical treatment and return-to-work practices

Y / N We have developed a written procedure for reporting accidents within a specified time frame and for obtaining medical treatment after a workplace injury.

Y / N We have developed a return-to-work policy or statement.

4 – Communication

Y / N Our company uses written safety communications to employees. (For example, company news letter or payroll stuffer).

- List the types of written safety communications that you use within your company

5 – Timely notification of claims

Y / N When an employee notifies us of an occupational injury or illness, we report the claim to the managed care organization and our third party administrator immediately.

6 – Accident prevention or facility safety coordinator

Y / N We have designated an employee as accident-prevention coordinator who will work with employees and management to implement safety strategies.

Name: _____

Title: _____

7 – Written orientation and training plan

Y / N We have developed a written safety and health training plan that documents specific training objectives and instructional procedures.

Y / N We train all employees on all relevant safety and health topics at least annually.

Y / N We document our safety training and maintain a signed list of attendees.

8 – Written and communicated safe work practices

Y / N We have developed general and job specific safe work practices.

Y / N We provide employees with a copy of the safe work practices, and they sign a statement indicating they have read the rules and understand their responsibilities.

9 – Written safety and health policy

Y / N We have developed a written safety and health statement signed by the top company official, which includes the responsibilities of all employees to maintain a safe workplace.

Y / N We review our safety and health policy with all employees at least once a year.

10 – Recordkeeping and data analysis

Y / N We keep records of workplace accidents and near-miss incidents.

Y / N We manage injuries by identifying accident causes and controlling or eliminating them.

Signature _____ Date _____

Title _____ Company _____

MINUTE MEN HR MANAGEMENT SERVICES AGREEMENT GROUP RETROSPECTIVE RATING PROGRAM

Minute Men HR, specializing in Workers' Compensation Cost Control, hereby offers its services to: for a one year period beginning January 1, 2022, pursuant to the terms and conditions set forth in this Group Retrospective Rating Agreement for the Northeast Ohio Safety Council Workers' Compensation Group Retrospective Rating Program. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, Minute Men and the Employer agree as follows.

Minute Men shall perform the following services for Employer:

1. Consulting with employer to determine the proper manual classifications for payroll reporting purposes based upon BWC rules and regulations.
2. Correcting erroneous classifications in order to bring them into conformity with BWC rules and regulations.
3. Assisting Employer in qualifying and entering the Group Retro Program.
4. Reviewing the reserves and costs assigned to claims in Employer's merit rating experience.
5. Providing advisory services concerning workers' compensation matters, including telephone consultation during normal business hours.
6. Continuing education of Employer regarding claim procedures, accident prevention, and significant amendments made to the Ohio Workers' Compensation law and related developments.
7. Representing Employer, upon proper notification, as is permissible under applicable law and BWC rules and regulations. Such representation shall include attendance at administrative hearings before the BWC unless requested otherwise by Employer.
8. Maintaining, managing and monitoring individual claims of injured employees to establish control over all awards for compensation and medical payments chargeable to employer's account and influencing its premium rate.

Minute Men agrees that it will provide the above services in a professional manner and that it will exercise reasonable diligence in the performance of all of its contractual responsibilities.

Employer agrees to pay Minute Men an annual fee of .

Employer hereby warrants and represents that (1) it has current, active workers' compensation coverage pursuant to BWC standards; (2) it has completed its U-153 application designating Sponsoring Organization for enrollment purposes; and (3) it has not grossly misrepresented information on its U-153 application. Furthermore, Employer agrees:

1. It shall not participate in programs prohibited by the BWC for the Group Retro Program;
2. It shall be a member of the Sponsoring Organization;
3. It shall comply with any and all safety requirements set forth by the Sponsoring Organization and applicable O.A.C. regulations. Employee acknowledges that additional fees may be charged for certain safety services provided to Employer.
4. It shall provide to Sponsoring organization and/or Minute Men documentation of its safety plan or program and the results of any prior Group Retro safety program;
5. It is not a member of more than one Retro Group, or a Retro and non-retro Group;
6. It shall provide to the BWC and/or Sponsoring Organization any information required by the BWC to rule upon the application for Group Retro coverage, and comply with the Sponsoring Organization's Retro Group Program policies and guidelines;
7. It shall promptly forward all claim and related information to Minute Men, and assist Minute Men in the claims administration process; and
8. The Sponsoring Organization is authorized to elect a maximum premium ratio for the Retro Group Program.

**MINUTE MEN HR MANAGEMENT SERVICES
GROUP RETROSPECTIVE RATING PROGRAM SERVICE AGREEMENT**

In the event that Employer does not comply with requirements of the preceding paragraph, Minute Men and the Sponsoring Organization may terminate Employer's participation in the group Retro Program, with the BWC consent.

Minute Men shall not be liable to Employer for any damages caused by negligence or errors in the performance of its duties hereunder in excess of the amount of service fees paid by Employer. The Employer agrees to indemnify Minute Men and hold Minute Men harmless against any and all loss, damage and expenses, including court costs and attorney's fees, resulting from or arising out of claims, demands, or lawsuits brought by employees to recover benefits under the Ohio Workers' Compensation law within the scope of this Agreement. Furthermore, Employer agrees to be jointly and severally liable to Minute Men and the Retro Group for premium payments and any assessments related to Retro Policy Year that is the subject of this Agreement, even if such assessments are made by the BWC after the conclusion of the Retro Policy year, and Employer is no longer a member of the Retro Group for which such assessments were made.

In the event of a termination of this contract, Minute Men shall continue the Administration of all claims that were incurred during the Group Retro year. Minute Men will retain the Administrative duties on those claims for the full retrospective look back period.

Minute Men will not refund any monies, including but not limited to, costs, fees, service charges or membership/sponsoring organization dues as result of a cancellation that occurs thirty (30) days prior to the Group Retrospective Rating enrollment deadline or thereafter.

All computerized data shall remain the exclusive proprietary property of Minute Men. The services provided and obligations of the parties shall be in compliance with the rules and regulations of the BWC and shall specifically exclude any services which now or in the future may be deemed the practice of law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

The Agreement shall renew itself at the end of the contractual period and each succeeding Retro Policy Year period unless written notice is given by either party at least 60 days prior to the renewal date. This Agreement supersedes all prior written or oral agreements entered into by the parties.

Minute Men HR Risk Management Services, Inc. Customer: Clearview Board of Education

Policy #: 34750351

By _____ By _____

Title _____ Title _____

Date _____ Date _____



Bureau of Workers' Compensation

Request to Add/Change or Terminate Permanent Authorization

To: Ohio Bureau of Workers' Compensation

☐ Employer Services Department, 22nd floor

☐ Self-Insured Department, 22nd floor

Please mark a box and return to:

30 W. Spring St.

Columbus, OH 43215-2256

Fax: 614-621-1405

Policy number	34750351
Entity	Clearview Board of Education
DBA	
Address	4700 Broadway Avenue
	Lorain, OH 44052

Note: For this to be a **valid** letter, the employer services department, or the self-insured department for self-insuring employers, must stamp it.

This is to certify that effective _____

January 1, 2022

(Date)

MMHR

(001633-80)

(Representative name and rep ID number)

Including its agents or representatives identified to you by them, has been terminated or retained to represent us before the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission in matters pertaining to our participation in the workers' compensation fund according to the type of representation checked below.

Please check only one type of representation. See description of representatives at the bottom of this form.

<input checked="" type="checkbox"/> Type of authorized representation addition/change or termination		<input type="checkbox"/> Add	<input type="checkbox"/> Terminate
<input checked="" type="checkbox"/> Employer-risk claim representative (ERC)	<input type="checkbox"/> Risk-management representative (RISK)		
<input type="checkbox"/> Claim-management representative (CLM)	<input type="checkbox"/> Payroll service vendor (PSV)		

This authorization supersedes all permanent authorizations on file for the type of representation indicated above.

I understand and agree BWC will process any letters, requests and actions initiated by a superseded authority.

I understand this authorization, now being granted, is of a continuous nature from the effective date indicated herein. However, I possess the right to terminate this authorization at any time through written notification to the employer services or self-insured departments as appropriate.

Telephone number	Fax number	Email address
Print name and title		Employer signature
		Date

BWC authorized representative service/roles

Employer-risk claim representative (ERC) – The ERC is designated as the employer's authorized representative for both risk- and claims-management-related issues. He or she is also the employer's authorized representative on each claim under the employer's policy number. The ERC receives copies of all risk and claim correspondence. The ERC has full access to the employer's risk information and information pertaining to the workers' compensation claims filed against the employer. He or she will also have the authority to access such information on www.bwc.ohio.gov.

BWC will consider the ERC as the authorized representative in handling risk-related issues for an employer if there is no designated group-risk claim representative (GRC). BWC also will consider the ERC as the authorized representative in handling claim-related issues for an employer if there is no designated CLM or GRC.

Risk-management representative (RISK) – The RISK is the employer's designated authorized representative for risk-related issues. He or she represents an employer on risk-related issues only. The RISK receives copies of all risk correspondence. A RISK will have access to only the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

BWC will consider the RISK as the authorized representative in handling risk-related issues for an employer if there is no designated GRC or ERC. The RISK will have no authority to represent the employer on any matters if either a GRC or ERC is appointed. In addition, the RISK will have access only to the employer's risk-related information and authority to access that information on www.bwc.ohio.gov.

Claims-management representative (CLM) – The CLM is the employer's designated authorized representative on each claim associated with the employer. He or she will receive copies of all claim correspondence. The CLM represents an employer on claim-related issues only. A CLM will have access only to information pertaining to the workers' compensation claims filed against the employer and authority to access that information on www.bwc.ohio.gov.

BWC will consider the CLM the authorized representative in handling claims-related issues for an employer.

Payroll service vendor (PSV) – A payroll service vendor provides payroll services, including reporting and/or withholding and remittance services for workers' compensation premium payments.

Note: Based on the designation made by the group's sponsor, only the employer services group-rating unit can update a GRC.

You cannot use the AC-2 to select a GRC authorization. This representative type only applies to private employers and public employer taxing districts. BWC will consider the GRC the authorized representative in handling risk-related issues for an employer. In addition, BWC will consider the GRC the authorized representative in handling claim-related issues for an employer if there is no designated claims-management representative (CLM).

BWC-0502 (Rev. Nov. 5, 2018)

AC-2



Minute Men HR

Your Human Resources Solution

BILL TO:

Clearview Board of Education
4700 Broadway Avenue
Lorain, OH 44052

Invoice Date: February 19, 2021
Invoice #: 1039616
Policy #: 34750351
Rating Year: 01/01/22
Due Date: April 30, 2021

Workers' Compensation Group Retro Plan **Invoice**

2022 Group Retro Annual Fee — **\$ 750**
2.5% credit card convenience fee — **\$ 18.75**
Total Due if paid by credit card — \$ 768.75

The enrollment fee covers the policy year 01/01/22-12/31/22

Please sign and return all enclosed enrollment forms and invoice with remittance to:

PAYMENT OPTIONS

1. Check made payable to:
Minute Men HR
Mail to: 3740 Carnegie Ave, 2nd Flr
Cleveland, OH 44115

2. To pay by credit card, email or fax your
information to:

nicole.rainier@minutemenhr.com
Fax: 216-803-5735

DO NOT MAIL THIS INFORMATION

***NOTE: If you pay by credit
card, your statement will
reflect a charge from Minute
Men Staffing.***

Name as it appears on card:

Credit Card account number:

CVV Code: _____ Expiration Date: ____/____

Zip code for billing is required:

**BY SIGNING BELOW I AM AUTHORIZING THE USE OF THIS CREDIT CARD FOR SERVICES
RENDERED BY MINUTEMEN, INC. PLUS A 2.5% CONVENIENCE FEE**

I accept these terms: _____ (initial)

AUTHORIZED SIGNATURE _____ / NAME PRINTED: _____

If you would like a receipt please supply your email here: _____

CLEARVIEW LSD
RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(CITY, VILLAGE OR LOCAL BOARD OF EDUCATION)

Revised Code, Secs. 5705.34, - 35.

The Board of Education of the CLEARVIEW LOCAL School District, Lorain
 County, Ohio, met in regular session on the 12th day of April,
 2021, at the office of the Clearview High School Auditorium
 with the following members present:

_____ moved the adoption of the following Resolution:

WHEREAS, This Board of Education in accordance with the provisions of law has previously
 adopted a Tax Budget for the next succeeding fiscal year commencing July 1st, 2021; and

WHEREAS, The Budget Commission of Lorain County, Ohio, has certified its action
 thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary
 to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax
 limitation; therefore, be it

RESOLVED, By the Board of Education of the Clearview Local
 School District, Lorain County, Ohio, that the amounts and rates, as determined by the Budget
 Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said School
 District the rate of each tax necessary to be levied within and without the ten mill limitation as
 follows:

CLEARVIEW LSD

SCHEDULE A					
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES					
FUND		Fiscal Year	Fiscal Year	County Auditor's Estimate of Tax Rate to Be Levied	
		Amount Approved by Budget Commission Inside 10 Mill Limitation	Amount to Be Derived from Levies Outside 10 Mill Limitation	Inside 10 Mill Limit	Outside 10 Mill Limit
		Column IV	Column II	V	VI
General		619,601	1,403,986	6.77	30.39
2012 Emergency (\$546,856)			581,162		6.35
2011 Emergency (\$352,690)			372,493		4.07
1999 Bond (\$3,260,000)			310,258		3.39
2000 Bond (\$980,000)			61,319		0.67
2000 Bond (\$1,432,000)			104,334		1.14
2001 Classroom Facilities			40,645		0.50
2010 Permanent Improvement			81,290		1.00
2012 Emergency (\$261,855)			278,225		3.04
TOTAL		619,601	3,233,712	6.77	50.55
SCHEDULE B					
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES					
FUND			Maximum Rate Authorized to Be Levied		
GENERAL FUND:					
Current expense levy authorized by voters on 1976 Continuing years			25.70		
Current expense levy authorized by voters on 06/06/78 Continuing years			0.69		
Current expense levy authorized by voters on 06/02/92 Continuing years			4.00		
CAPITAL PROJECT FUND:					
Permanent Improvement levy authorized by voters on 5/5/2015 Continuing years			1.00		
Emergency levy authorized by voters on 11/03/15 for not to exceed 10 years. Beginning 2016 Duplicate Expiring Last Collection 2026			4.07		
Emergency levy authorized by voters on 11/08/16 for not to exceed 10 years. Beginning 2017 Duplicate Expiring Last Collection 2027			6.35		
Emergency levy authorized by voters on 11/06/12 for not to exceed 10 years. Beginning 2012 Duplicate Expiring Last Collection 2022			3.04		
SPECIAL REVENUE FUND:					
Classroom Facilities levy authorized by voters on 11/07/00 for not to exceed 23 years Beginning 2000 Duplicate Expiring Last Collection 2023			0.50		
			45.35		

CLEARVIEW LSD

and be it further

RESOLVED, That the Treasurer of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no
_____	_____ yes	_____ no

Adopted the _____ day of _____, 2021.

Treasurer of the Board of Education of the
Clearview Local _____ School District,
Lorain County, Ohio.

CLEARVIEW LSD
CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, **LORAIN** County, ss.

I, Mary Ann Nowak, Treasurer of the Board of Education of the
CLEARVIEW LOCAL School District

in said County, and in whose custody the Files and Records of said Council are required by the Laws of the
State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original
Clearview Local School District Board of Education official record

now on file with said Board, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____ 2021

Treasurer of the Board of Education of the

Clearview Local School District,
Lorain County, Ohio.

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later
date as may be approved by the Department of Taxation of Ohio.

No. _____

CLEARVIEW BOARD OF EDUCATION

CLEARVIEW LSD

LORAIN County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR

(Clearview Board of Education)

Adopted _____ 2021

Treasurer

Filed _____ 2021

County Auditor

By _____
Deputy

AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES

This Agreement is made between the Board of Education of the **Clearview Local School District** (District) and **Weswurd, LLC** (Weswurd) the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (OMSP) for claims with dates of service from **July 1, 2021 through June 30, 2022.**

DEFINITIONS

CMS – Centers for Medicare and Medicaid Services

OMSP – the Ohio Medicaid School Program; sometimes referred to as MSP

ODM – the Ohio Department of Medicaid

ODE – the Ohio Department of Education

OAC – the Ohio Administrative Code – rules for OMSP

ORP – Ordering, Referring, Prescribing mandate from federal Medicaid was addressed in Ohio Administrative Code rule 5160-1-17.9 to comply with new program integrity regulations contained in Section 6401 of the Patient Protection and Affordable Care Act (ACA). There is no ORP in MSP. Therapists can only REFER services and; therefore, are being asked to comply by becoming Ohio Medicaid Providers.

RMTS – Random Moment Time Study – the RMTS is an **integral** part of the OMSP. It allows state departments, school district Medicaid programs and other eligible public agencies to accurately document staff activities relating to reimbursable Federal programs. All employed staff delivering services under the OMSP must participate in the RMTS each quarter.

Medicaid School Program Cost Report (CR) – An OMSP required financial report completed annually by each participating Medicaid Provider (each city, exempted village, and local school district). The report documents the actual costs the OMSP Provider district incurs for the Medicaid eligible services delivered. This report serves as the basis for ODM to final settle the Total Cost Reimbursable amount against the Interim reimbursements already received by the Medicaid

Provider. Annual settlements are paid by the District or rebated by the State based on the findings of this report.

Electronic Signature (e-signature) – an electronic signature is intended to provide a secure and accurate identification method for the signatory to provide a seamless transaction.

EDI – Electronic Data Interchange – “Electronic data interchange (EDI) transactions” are transactions developed by standard development organizations recognized by the federal Centers for Medicare and Medicaid Services (CMS) and adopted by the Ohio Department of Medicaid (ODM).

Trading Partner Agreement – A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20.1 is a covered entity (CE) that submits, receives, routes, and/or translates EDI transactions directly related to the administration or provision of medical assistance provided under a public assistance program.

Services listed in OAC 5120.35.05 & 5120.35.06 – The services listed in these two sections of the OMSP rule are Occupational Therapy services, Physical Therapy services, Speech & Audiology services, one-on-one Nursing services, School Psychology services, Mental Health services, Transportation, and reimbursements for Medical Supplies.

OMSP Service Documentation – daily documentation that supports the delivery of a service delivered under OAC 5120.35.05 & 5120.35.06. All services submitted to ODM for reimbursement must be supported by documentation that contains a description of the service, procedure, and method provided to the Medicaid recipient.

Compliance Auditor – One who ensures compliance with regulations and controls by examining and analyzing records, reports, operating practices, and documentation; recommending opportunities to strengthen the internal control structure.

IN CONSIDERATION OF their mutual promises, the **District** and **Weswurd** agree as follows:

MSP COORDINATION OF PROGRAM & SERVICES

1. Weswurd will maintain an EDI Trading Partner Agreement with ODM in order to submit Medicaid claims in the HIPAA compliant claim format;
2. Weswurd will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services provided to students in accordance with special education laws and as permitted through the OMSP. **Weswurd will assist the District through the re-certification process required every five years if re-validation falls during the term of this agreement;**
3. Weswurd will provide annually to both district service practitioners and administrators **OMSP training** for eligible services, program requirements, RMTS requirements and use of the Weswurd Web Documentation Program. Further training will be provided as needed at no additional cost via phone, in person, or other available means (e.g. Zoom, Google Meet);
4. Weswurd will make available a **secure internet documentation program** to district service practitioners listed in OAC 5120.35.05;
5. Weswurd will accept written service documentation if provided on a **Weswurd pre-approved and OMSP compliant form;**
6. Weswurd is **reliant upon the accuracy of the service documentation as provided by the District** and Weswurd shall not be responsible for submitting improper claims based on service documentation which is false or completed in error by the District;
7. Weswurd will submit all qualifying District OMSP claims for reimbursement in accordance with ODM processing procedures **based on the District's ability to secure a PR-10 (Parental Consent to Share Health information for the Ohio Medicaid School Program), a related service referral, and service documentation provided by the District;**
8. Weswurd will be responsible for all claim submission and reconciliation. Weswurd will resubmit any erred claims whenever possible. Weswurd will serve as the **official Trading Partner for the District** in order to permit the processing of electronic claims to ODM on behalf of the District **and will remain as the appointed Trading Partner until all claims submitted by Weswurd have been received back from ODM even if this takes place outside the contract period;**

9. Weswurd will not seek OMSP reimbursements for students known to have Third Party Liability coverage (TPL is health insurance in addition to Medicaid insurance);
10. Weswurd will provide the District with a list of **recommended documents to retain** per OMSP & State audit requirements;
11. Weswurd will complete the annual federally-required Medicaid cost report in accordance with ODM and Ohio Department of Education (ODE) procedures for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY22 gets reconciled in FY24);
12. Weswurd will serve as the **District's RMTS Coordinator** for the OMSP. In that capacity, Weswurd will comply with the RMTS requirements as established by ODE. Weswurd will provide the time study vendor for Ohio (currently, the University of Massachusetts) with an annual school district calendar and quarterly participant lists **as provided by the District**;
13. Weswurd will give implementation guidance for OMSP mandates; such as, the **Parental Consent** and **annual Notification** to Share Health information with the ODM, the **referral mandate** for services delivered, and any future mandates imposed on the OMSP participants;
14. Weswurd agrees to **make all electronically submitted service documentation available** to the District for electronic storage at such a time the contractual relationship between Weswurd and the District should be terminated. The District will incur any cost associated with said electronic storage. Electronic data will only be made **available upon receipt of all outstanding balances the District still owes Weswurd**;
15. Weswurd will assist the District for up to **five hours** without charge during any OMSP state audit **that occurs outside the contract periods for services rendered by Weswurd in the year under audit**. For any additional assistance, Weswurd will charge the District based upon a billing rate of **\$200.00** per hour;
16. Weswurd will observe all federal, State, and local laws, regulations and policies pertaining to the **confidentiality of any student education records** and information Weswurd or its agents, representatives of employees obtain in the performance of the Services under this Agreement, including, but limited to, the requirements of 20 U.S.C. §1232g *et seq.*, the Family Education Rights and Privacy Act ("FERPA"), O.R.C. §3319.321, and District Policies;
17. Weswurd will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries of the services provided;

18. Weswurd will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the Weswurd books, documents, and records upon request;
19. Neither Weswurd nor its principals are suspended or debarred.

DISTRICT MSP RESPONSIBILITIES

1. **The District will identify specific personnel as part of an internal “MSP Team” to provide Weswurd with information that is integral to Weswurd’s work that permits the Medicaid Program reimbursements as expected by the District.** Weswurd recommends the following members for the team: From the Treasurer’s Department: Treasurer, Asst. Treasurer, Accts Receivable, Accts Payable, and EMIS Coordinator; from the Special Education Department: SpEd Director, SpEd secretary, and a School Psychologist;
2. The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (required once);
3. The District will submit an Ohio Medicaid Provider Application **and maintain a current, valid Ohio Medicaid Provider Agreement including any associated fees as may be required by the ODM and throughout the term of this agreement.** Additionally, the District agrees to re-validate the Medicaid Provider Agreement as often as required by the ODM and to incur any associated fees;
4. **The District will ensure that Weswurd remain the assigned Trading Partner until such a time as Weswurd has received the EDI 835 response from ODM for all submitted claims even if that transpires outside the contract period.** Failure to do so will result in a \$100/hr. conversion fee for all remittance advices from the PDF format to one in which Weswurd can accurately update their billing software. **The District must give Weswurd a 30-day written notice of desire to change Trading Partner Agreement with ODM;**
5. The District acknowledges that claims for services cannot be submitted to the ODM unless the District has a Parental Consent to Share Health information with the ODM and a referral for services delivered on file. In addition, **federally compliant daily service documentation from servicing practitioners must exist;** either hard copy or electronically;
6. The District shall provide skilled services in accordance with any applicable federal and state laws governing Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODM requirements, and specific OMSP rules and regulations;

7. The District will **provide a facility for the annual MSP training** provided by Weswurd and **identify an employee to coordinate the training dates and ensure said facility availability;**
8. The District will be **responsible for identifying all service professionals, whether employed or contracted,** to Weswurd **prior to the start of each new quarter** in the school fiscal year included in the term of this contract;
9. The District will appoint someone to verify quarterly RMTS Participation lists and notify Weswurd if a participant goes on a leave of absence, is dismissed, retires, or if any new practitioners have been hired by the District;
10. The District will provide verification and monitoring of the licensing credentials of all professional staff, whether employed or contracted, who submit documentation on behalf of the District for the purpose of receiving Medicaid reimbursements;
11. All District service practitioners will submit service documentation for the OMSP services provided to students as required by any applicable OMSP, ODM, and ODE regulations. **All practitioners, whether employed by or contracted with the District, are ultimately responsible for documenting in compliance with OMSP regulations and in accordance with their professional practice standards and in accordance with their state licensing board;**
12. All District service practitioners will submit service documentation for the OMSP services provided to students in accordance with **Weswurd approved electronic format or paper format;**
13. The District is responsible for ensuring that its OMSP practitioners document services delivered to all students in accordance with OMSP requirements and **submit documentation timely** as directed by Weswurd for processing of claims;
14. The District is responsible for ensuring that **all supporting documentation;** such as, Evaluation Team Reports, Individualized Education Plans, and attendance records are **current, are available for audit, and fully support submitted OMSP service claims;**
15. The District acknowledges **documentation maintenance and retention** as a Medicaid Provider **may conflict with other District documentation retention policies,** and the District **will take appropriate action to ensure that all OMSP documents are being maintained for the appropriate amount of time.** Additionally, the District will ensure that **all personnel responsible for documentation retention are aware of all Medicaid documentation retention timelines;**

16. The District agrees that **Weswurd will complete all OMSP Cost Reports and AUP for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY22 gets reconciled in FY24).** The District will identify annually an employee to assist Weswurd to obtain documents required for AUP testing by an independent CPA firm of the District's choosing (documents include ETRs, IEPs and Attendance records);
17. The District **retains all responsibility for the cost report data provided to Weswurd to complete the OMSP Cost Report, and as such, holds Weswurd harmless for any consequences (financial or other) to the District for data that was incomplete, inaccurate, not collected, or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements.** Furthermore, the District is responsible for ensuring that if other federal funds (e.g. Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the federal OMSP Medicaid Cost Report, so that they are not paid twice through federal funding sources. The District is solely responsible for compliance with federal fund reporting in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, and including any reimbursement paybacks requested from the Federal Medicaid Program if District is found to have been overpaid;
18. The District retains all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by the District for the circumstances of overpayment in the annual cost report settlement process, or for state or federal program audit findings due to program documentation non-compliance or other reason specified by the Federal Medicaid Program. **District holds Weswurd harmless for any reimbursement paybacks under these circumstances;**
19. The District acknowledges upon termination of contract there may still be documentation entries on the Weswurd computer documentation system that have not yet been processed as claims and agrees to forfeit the submission of those services as claims **once the ODM Trading Partner agreement has been terminated;**
20. The District hereby acknowledges and represents to Weswurd that the appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP represented by the District authorized signature below. The District shall be solely responsible for the compliance, and the compliance of its practitioners with all such regulations, guidelines, and liability for any failure to comply.

Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd an annual fee of **\$3,420.00** for services provided during each fiscal school year. Weswurd will invoice the District **\$285.00** monthly at the beginning of each month. Weswurd agrees that the total fees will not exceed 10% of the accrued reimbursement for each school year. The reconciliation process to ensure that the fee limit is not exceeded will occur after the District receives its final cost settlement from the State each year. Payment should be made within 30 days of receipt of invoice.

Indemnification

Weswurd shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of Weswurd, anyone directly employed by Weswurd or anyone for whose acts Weswurd may be liable. This clause shall survive termination of this Agreement.

Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to Weswurd shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require Weswurd to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior written or oral discussions, negotiations and agreements.

Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of the County in which the District is located in Ohio.

Assignment

Weswurd shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint-venture of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail at the address written below the respective party's signature.

Clearview Local School District
Board of Education

Weswurd, LLC
Susan Bollin, Owner / Operator

By: _____
Board President Date

By: _____
Susan Bollin Date

By: _____
Treasurer Date

By: _____
Superintendent Date



Mary Ann Nowak
Treasurer
Clearview Local Schools
4700 Broadway Avenue
Lorain, OH 44052

Proposal for Engineering Services –Wellness and Fitness Complex, and Storage Building Stormwater Management

Dear Ms. Nowak:

GPD Group is pleased to have this opportunity to offer our service in providing the design and permitting services for the Wellness and Fitness Complex stormwater management.

Description:

Scope of Work

Based upon our conversation with Peter Zwick (Lorain County Engineer), we have been advised that stormwater management for quality and quantity will be required with the Wellness and Fitness Complex as well as the garage building. Due to the fact this project is part of an overall masterplan this project cannot use the less than one acre of disturbance rule, which would absolve the Client from having to institute stormwater water quality into the design. Regarding stormwater detention, the county stated that they cannot defer detention requirements for two reasons: One, without the detention in place the existing system will be undersized to convey the increased flows; and two, the track and field will have a separate system from the buildings. The goal with the future track and field (not in this scope) is to control the stormwater volume within the artificial turf footprint.

Task 201 – Stormwater Management Design and Permitting

GPD intends to develop predevelopment and post development maps to determine stormwater quantity requirements.

GPD intends to develop area of disturbance mapping as required by the OEPA to determine water quality requirements. GPD intends to design and detail a water quality system that meets the OEPA minimum requirements.

GPD intends to develop Hydrograph calculations, storm capacity calculations, and design a detention system to meet the Authorities Having Jurisdiction requirements.

GPD intends to coordinate calculations and design approach with the AHJ prior to design to help with the approval process.

GPD intends to develop plan and profiles for the proposed storm sewers as required by the County Engineer.

GPD intends to develop a stormwater pollution prevention plan that meets the OEPA minimum requirements.

GPD intends to develop a stormwater management report that contains all calculations, mappings, and narrative.

GPD will prepare a "Long Term Maintenance Agreement" for the stormwater management design. Any legals, exhibits, recordings, and easements required for the stormwater management plan are not

included in this proposal (if applicable). GPD can provide additional support for these items for an additional fee.

As part of GPD's internal policy, we will conduct a Quality Control review of GPD's report prior to submitting for permit.

GPD intends to prepare all Site related applications and submittal documents. The Client understands that they will be required to sign all documents as the applicant. The Client shall supply GPD with any necessary plan review and permit fees prior to submitting. The three submittals anticipated are Lorain Soil and Water Conservation District, Ohio EPA NOI, and Lorain County Engineer.

Fee and Schedule

GPD Group proposes to complete the tasks included in the above Scope of Services for the lump sum fees below. Reimbursable expenses are not anticipated for this scope.

Proposed Fee:	
Task 201 - Stormwater Management Design and Permitting	\$7,200
Total	<u>\$7,200</u>
Reimbursable Costs (estimated): \$0	

Work will be billed on a monthly basis for the percentage of work completed.

Exclusions

Permit fees.

Services due to major changes in the general scope of the project.

Revising reports and design documents which the Client has previously approved.

As-built Survey and Engineering Certificates.

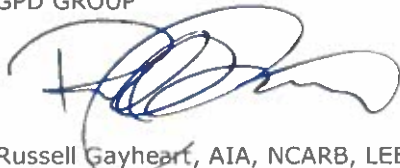
Proposed Schedule:

This schedule is intended to meet the requirements of the Wellness and Fitness Complex building package.

Upon your review, please advise at your earliest convenience if all is acceptable and we will proceed at once. Please sign below after the Terms & Conditions and return an executed copy for our records. If you have any questions or comments regarding our proposal, please contact me at 330-572-3525 or via email at rgayheart@gpdgroup.com.

As an architectural and engineering practice, we take great pride in our commitment to serving our clients and the public through our profession. If you need additional information, or have any questions, please feel free to call me.

Sincerely,
GPD GROUP



Russell Gayheart, AIA, NCARB, LEED AP BD+C
Project Architect

cc: Mark Salopek, GPD Group

**Educational Service Center of Lorain County
PRIMARY SERVICE AGREEMENT
2021 – 2022**

CLEARVIEW LOCAL SCHOOL DISTRICT

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

The District agrees to legislated (O.R.C. 3313.843 and 3313.845) per pupil deductions from their foundation payments computed by the Ohio Department of Education for services provided by Lorain ESC, should these deductions be allowed in Fiscal Year 2022.

I. SPECIALIZED DISTRICT SERVICES

Estimated total costs for fiscal year 2022 (if any) are reflected below. Total estimated costs are defined as the total amount expended during the 2021-22 school year in connection with these services and includes payroll and current benefit levels plus a 4% fiscal fee. Travel, conference expense and professional dues, supplies and equipment will be added as needed.

Specialized District Services include:

Behavioral Specialist Support Services (BCBA)

Career & College Navigator

ELL Coordinator

Interpreter (bilingual)

Literacy Coach

Operations Manager

Pre-School Supervisor

Resident Educator

Social Worker

School Psychologist

Special Needs Coordinator

Speech Language Pathologist

[illegible]

Estimated total costs for FY22 will be based on total number of participating districts and will be submitted in writing to the participating districts by August, 2021.

Consortium Pricing

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

Hourly Service Pricing

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

X		SERVICE
X	A.	Vision Impaired Specialist/Orientation & Mobility \$99.00 per hour
X	B.	Speech Language Pathologist for JVS Students \$75.00 per hour

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

III. EDUCATIONAL PROGRAMS

Pathways to Success

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

A. Grades 5 – 8

_____0_____ Number of slots purchased

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

_____0_____ Number of slots purchased

Consortium Preschool Education Program

All preschool education costs, including a 2% fiscal fee, will be invoiced based on per district slots on a monthly basis from September through June with the following exceptions:

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

☒ District agrees to participate in the Consortium Preschool Education Program.

IV. PROFESSIONAL DEVELOPMENT

All days purchased for services below are to be used in the 21-22 fiscal year

Northern Ohio Research & Training Hub (NORT²H)

Services can be used to provide tech support for teachers, Media Center to Marketplace Redesign, Projected AR Digital Innovation/Signage, Project Based Learning Training & Sustained Support and School District Technology Strategic Planning.

PACKAGE	DAYS	RATE	SELECTION
DAILY	1 -11 days	\$995 per day	
SILVER	12 days	\$9,999	
GOLD	15 days	\$12,489	
PLATINUM	18 days	\$14,969	
SUSTAINED COACHING	35 days	\$29,089	

Other Professional Development Services

SERVICE	#OF DAYS
Literacy Consulting/Coaching Specialist	
PBIS/OIP Coaching	
OTES, OPES, OSCES Targeted Support	
Support for Teachers on Improvement Plans	

ESC employees \$650/day member, \$850 day non-member. Rate for specialized consultants to be determined.

V. SPECIALIZED PROFESSIONAL DEVELOPMENT

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

IN CONSIDERATION OF THE PROGRAMS AND SERVICES designated herein to be provided by the Lorain ESC, the District agrees to pay the Lorain ESC for the programs and services requested in accordance with the descriptions above and Paragraphs 1,2,3,4,5 and 6 below:

1. Unless otherwise stated above, costs for services shall be invoiced on a monthly basis with final costs to be billed prior to August 31, 2022 with an adjusted amount due or credited based on total actual costs. Said costs shall include the pro-rata share as divided between the participating districts of the cost of employee salary, leave, substitute personnel, severance, retirement, SERS surcharge (if any), Medicare, health benefits, workers compensation, unemployment compensation, severance, liability insurance, life insurance and other position direct costs. The district receiving the services shall be liable for their proportionate share of and any subsequent unemployment compensation or severance claim made by an employee assigned to the district.
2. The Lorain ESC reserves the right to cancel any one or all of the services and programs listed in this Agreement if an insufficient number of districts elect to participate in a particular program or if there is a discontinuation or reduction of funds. Notice of such cancellation will be provided to the District by the Lorain ESC.
3. The District, in consideration for the services and programs contracted for above, agrees to provide written notice to Lorain ESC of its desire to withdraw from participation in any one or more of the programs and services contracted for. Such withdrawal notice shall be sent to the attention of the Lorain ESC Superintendent at 1885 Lake Avenue, Elyria, Ohio 44035 via certified mail or other verified form of delivery. Such withdrawal notice, if received by the Lorain ESC, shall operate to eliminate for the succeeding school year, all contractual obligation of the parties with respect to the programs or services which are included in the notice of withdrawal.
4. The District agrees to obtain authorization for the receipt and exchange of student educational records with the Lorain ESC as is reasonably necessary for the Lorain ESC to provide the services and programs contracted for in this Agreement.
5. All bills and statements for the programs and services contracted herein by the Clearview Local School District shall be due and payable not more than thirty (30) days from the date of mailing of the bill or statement by the Lorain ESC.
6. Ohio Medicaid School Program provisions.
 - a. The parties to this contract agree to comply with all provisions of State and Federal law as applicable, including but not limited to the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
 - b. The parties expressly agree and acknowledge that upon reasonable request representatives of the U.S. Department of Human Services, the Ohio Department of Medicaid, the Ohio Department of Education, or their designee(s) shall have access to the parties' books, documents, and records.
 - c. The parties represent and warrant that they and their principals are not suspended or debarred. The parties further represent and warrant that their representatives signing below have full authority to execute this contract on behalf of the respective party.

**Clearview Local School District
Board of Education:**

Board President

Treasurer

Superintendent

Date: _____

Educational Service Center of Lorain County:

Judith M. Maldonado
Governing Board President

Angela Dotson
Treasurer

Francis D. Hall
Superintendent

Date: March 17, 2021

April 8, 2021
2018200.19

Mary Ann Nowak
Treasurer
Clearview Local Schools
4700 Broadway Avenue
Lorain, OH 44052

Proposal for Survey Services – Additional Storm Water Management

Dear Ms. Nowak:

GPD Group is pleased to have this opportunity to offer our services in providing a site survey for the additional storm water management survey.

Description:

Task 001 – Survey

GPD will provide a Topographic Survey of the area shown in yellow in Exhibit A below (approximately 6.0 acres).

Underground utilities will be located from Ohio 811 contacts, field reconnaissance and reported utility locations by the Owner. Be advised that private property is not covered by Ohio 811 contracts and their service will not field locate interior utility routing, therefore some buried utilities may not be discovered.

Client shall make all provisions for GPD Group personnel to enter upon private lands as required to perform the above-described services.

Exclusions:

Creation of any easements or plats, recording of any documents, private utility locate service, and review of any title report.

EXHIBIT "A"



Fee and Schedule

GPD Group proposes to complete the tasks included in the above Scope of Services for the lump sum fee shown below.

Proposed Fee:	
Task 001 – Survey	\$5,500
Total	<u>\$5,500</u>
Reimbursable Costs (estimated): \$0	

Work will be billed on a monthly basis for the percentage of work completed.

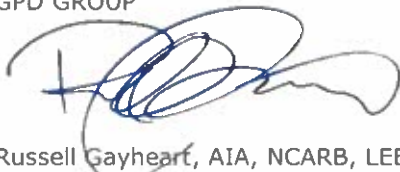
Proposed Schedule:

This schedule anticipates completing the survey in approximately 2 weeks. District personnel will be needed to allow the surveyors access to the site, if there are any areas which are gated/restricted.

Upon your review, please advise at your earliest convenience if all is acceptable and we will proceed at once. Please sign below after the Terms & Conditions and return an executed copy for our records. If you have any questions or comments regarding our proposal, please contact me at 330-572-3525 or via email at rgayheart@gpdgroup.com.

As an architectural and engineering practice, we take great pride in our commitment to serving our clients and the public through our profession. If you need additional information, or have any questions, please feel free to call me.

Sincerely,
GPD GROUP



Russell Gayheart, AIA, NCARB, LEED AP BD+C
Project Architect

cc: Mark Salopek, GPD Group

USE OF FACE COVERINGS

Recognizing the importance of face coverings (masks) as one of the comprehensive measures to prevent the spread of COVID-19, the Clearview Board of Education directs the Superintendent to work with the local health department to develop procedures, considering the guidance provided by the Ohio Department of Health and all the available science, for the use of face coverings in Clearview Local Schools, at activities under the control of Clearview Local Schools and on District provided transportation. The use of face coverings is one part of the comprehensive plan in place for student and staff health.

Recognizing that available scientific information and local needs may change, the Clearview Board of Education authorizes the Superintendent to continue to review and adjust face covering procedures in consultation with health officials. All face covering procedures and any changes to procedures must be clearly communicated to all staff, volunteers, parents and students in a timely manner. At no time may the Superintendent require any less for face coverings than may be required by law or health department requirement.

At minimum, face coverings should be cloth/fabric and be properly worn to cover an individual's nose, mouth, and chin.

Staff and Volunteers

All staff and volunteers who do not meet one of the listed exceptions are required to wear face coverings in the work setting unless it is unsafe to do so or doing so would significantly interfere with the learning process. Exceptions include:

1. Facial coverings in the school setting are prohibited by law or regulation;
2. Facial coverings are in violation of documented industry standards;
3. Facial coverings are not advisable for health reasons;
4. Facial coverings are in violation of the school's documented safety policies;
5. Facial coverings are not required when the staff works alone in an assigned work area;
6. There is a functional (practical) reason for a staff member or volunteer to not to wear a facial covering in the workplace.

Clearview Local Schools must provide written justification to local health officials, upon request, explaining why a staff member is not required to wear a face covering in the school.

School nurses or staff who care for individuals with symptoms must use appropriate personal protective equipment (PPE) provided by the District in accordance with all current Occupational Safety and Health Administration standards.

Students

The Clearview Board of Education directs the Superintendent to work in consultation with local health officials to develop detailed procedures for the use of face coverings by students that consider all available science. In drafting these procedures, the Superintendent will take into consideration currently available guidance from state and local health departments with the understanding that this guidance will continue to change over time. These procedures must address the use of face coverings by students in all environments under control by Clearview Local Schools as well as requirements based on age or grade level for student use of face coverings. The procedures provide direction for parents when there is a health or developmental reason for which a student cannot wear a face covering. The District will take steps to reduce any social stigma for students who, for medical or developmental reasons, cannot and should not wear a face covering.

Additional considerations

Clearview Local Schools provides staff training and age appropriate instruction for students on appropriate use of face coverings and PPE.

The Clearview Board of Education directs the Superintendent to develop procedures for when face shields may be considered as a preapproved alternative where cloth face coverings would hinder the learning process, including but not limited to the following situations:

1. When interacting with students, such as those with disabilities, where communication could be impacted;
2. When interacting with English-language learners or when teaching a foreign language;
3. In settings where cloth face coverings might present a safety hazard (i.e., science labs);
4. For individuals who have difficulty wearing a cloth face covering.

The Clearview Board of Education directs the Superintendent to develop procedures for face coverings for all visitors, contractors and other individuals on Clearview Local Schools property in addition to the procedures addressed herein for employees, volunteers and students. Such procedures must be appropriately communicated.

The Clearview Board of Education directs the Superintendent to determine the need for disposable face coverings to be provided in buildings where appropriate and necessary.

[Adoption date:]

LEGAL REF.: ORC 3313.20(A)

CONTRACT REFS.: Teachers' Negotiated Agreement
Support Staff Negotiated Agreement

NOTE: *In light of the COVID-19 pandemic the Ohio Department of Health (ODH) COVID-19 Health and Prevention Guidance for Ohio K-12 Schools requires all schools to adopt a policy on the use of face coverings as one of the comprehensive measures to prevent the spread of COVID-19. These policies must consider all the available science.*

All staff and volunteers must wear face coverings unless otherwise exempted as outlined in the policy above.

At minimum, face coverings must cover the nose, mouth and chin. Face shields may be an option in areas outlined in the above policy language.

This policy alone does not meet the requirements for addressing all aspects governing the use of face coverings in the district.

Districts should work with their local health departments to develop the detailed procedures for students and document these procedures at the district level, thereby giving the Superintendent flexibility to revise as may be necessary.

According to the ODH guidance, face coverings for students in grades 3-12 are "strongly recommended." The majority opinion among experts appears to be that children kindergarten through 5th grade can wear face coverings as long as consideration is given for the age and developmental level of the child and the physical situation the child is in at that moment.

When developing student procedures, districts should work closely with their local health department to address the use in all environments controlled by the district including but not limited to:

- *Transportation*
- *Common areas (cafeteria, hallways, gymnasiums)*
- *Classrooms*
- *Extracurricular activities (including athletics)*
- *Course specific requirements (band, labs, physical education, choir, etc.)*

When establishing employee procedures districts must be cognizant of any potential bargaining implications.