

5/25/2021

Re: Class Gift to the Class of 2022

To whom it may concern:

The class officers of the Class of 2021 would like to gift the remaining balance of the 2021 Class account to the Class of 2022. Thank you.

President *Tavia Washington*

Vice President *Myer English*

Secretary *Aviana Noble*

Senior Leader *Heidi*

Senior Leader *Caitlin McComas*

Reporting Period: July 2021 (FY 2022)

**CLEARVIEW LOCAL B. O. E.  
Cash Summary Report - Fund 200-9381**

Full Account Code	Description	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
200-9381	CLASS OF 2021	\$ 4,926.17	\$ 0.00	\$ 0.00	\$ 8.50	\$ 8.50	\$ 4,917.67	\$ 1,300.00	\$ 3,617.67
<b>Grand Total</b>		<b>\$ 4,926.17</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 8.50</b>	<b>\$ 8.50</b>	<b>\$ 4,917.67</b>	<b>\$ 1,300.00</b>	<b>\$ 3,617.67</b>

**JAMES G. ZUPKA, C.P.A., INC.**  
*Certified Public Accountants*  
5240 East 98<sup>th</sup> Street  
Garfield Hts., Ohio 44125

EXHIBIT VII.A.6

Member American Institute of Certified Public Accountants

(216) 475 - 6136

Ohio Society of Certified Public Accountants

July 1, 2021

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

Dear Ms. Nowak:

This letter confirms our recent discussion regarding professional accounting services our firm can provide the Clearview Local School District.

We will assist the District in preparation of financial statements and notes on the cash basis (GAAP look-a-like) for the fiscal years ended June 30, 2021 through June 30, 2025. In addition, we will review the Schedule of Expenditures of Federal Awards for the fiscal year.

The service we will provide with the preparation of the basic financial statements including footnote disclosures are as follows:

1. We will assist with the preparation of the two types of cash basis basic financial statements, government-wide statements and fund financial statements, and all required notes on a cash basis. In relation to these statements, the following areas will be addressed:

Assets

Review cash and cash equivalents and the sources of cash receipts

Net Position

Conversion of fund balances to the three components of net assets required for government- wide reporting.

- a. Invested in capital assets, net of related debt
- b. Restricted
- c. Unrestricted

Cash Receipts

Assist in the identification and reporting of revenues as program receipts and general receipts

Cash Disbursement

Identification and reporting of expenses by function/program

Debt

Prepare schedule of bonds and notes to ensure they are posted in the proper funds and related notes

Footnote Disclosures

Modification of footnote disclosures as deemed necessary, based on GASB updates, including GASB Statement No. 84 and GASB Statement No. 87

Ms. Mary Ann Nowak, Treasurer  
Clearview Local School District  
July 1, 2021  
Page 2

I. (Continued)

Budgetary

We will prepare the budgetary comparison schedules to include both the original and final budgets for general and special revenue funds.

Fund Financial Statements

- a. Reconciliation of governmental fund statements to governmental entity-wide statements
- b. Identification and reporting of major and nonmajor funds for financial statement presentation

We wish to emphasize that our services do not include an audit of the financial statements in accordance with generally accepted auditing standards, nor an expression of opinion as to their fair presentation. Further, our services are not specifically designed and cannot be relied upon to disclose defalcations or other irregularities although, if present, their discovery may result.

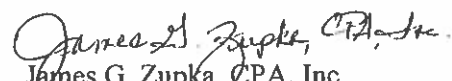
Our proposed fees are based on the level of services we provide to your District. The following estimate was prepared based on our recent conversation and assumes information and documents we discussed will be provided by your staff. We anticipate our fee will not exceed \$4,500 for each fiscal year ended June 30, 2021 through June 30, 2025. We will complete the Basic Financial Statements by October 1 of each year of this contract.

Should services other than those covered by this letter be required or requested, their extent and the additional fees will be discussed before we perform the work.

We shall be pleased to discuss this letter with you at any time and to explain the reasons for any item. We appreciate this opportunity to respond to your request for accounting services and we look forward to our continued business relationship.

If the terms above are acceptable to the Clearview Local School District and the services outlined are in accordance with the District's requirements, please sign the copy of this letter in the space provided and return it to us.

Sincerely,

  
James G. Zupka, CPA, Inc.  
Certified Public Accountants

Accepted by the Clearview Local School District:

By Mary Ann Nowak  
Title Treasurer/CFO  
Date BoE Mtg. 8/9/2021

**JAMES G. ZUPKA, C.P.A., INC.**  
*Certified Public Accountants*  
 5240 East 98<sup>th</sup> Street  
 Garfield Hts., Ohio 44125

Member American Institute of Certified Public Accountants

(216) 475 - 6136

Ohio Society of Certified Public Accountants

August 24, 2021

Members of the Board of Education  
 Clearview Local School District  
 4700 Broadway Avenue  
 Lorain, Ohio 44052-5542

Ms. Mary Ann Nowak  
 Treasurer/CFO

Members of the Board of Education and Ms. Nowak:

We are pleased to confirm our understanding of the services we are to provide the Clearview Local School District for the fiscal periods ended June 30, 2021 through June 30, 2025. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Clearview Local School District as of and for the fiscal periods ended June 30, 2021 through June 30, 2025. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Clearview Local School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Clearview Local School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Net Pension and Post-Employment Benefit Liabilities and Pension and Post-Employment Benefit Contribution

We have also been engaged to report on supplementary information other than RSI that accompanies the Clearview Local School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements :

1. Schedule of Expenditures of Federal Awards

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
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August 24, 2021  
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## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Auditor of the State of Ohio and Ms. Nowak, Treasurer/CFO and the Board of Education of Clearview Local School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
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### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
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#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Clearview Local School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Clearview Local School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Clearview Local School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit under the Uniform Guidance, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
Clearview Local School District  
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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a Summary Schedule of Prior Audit Findings and a separate corrective action plan. The Summary Schedule of Prior Audit Findings should be available for our review in September of each year of this contract.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
Clearview Local School District  
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Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal Awards, and related notes and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, Summary Schedule of Prior Audit Findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
Clearview Local School District  
August 24, 2021  
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We will provide copies of our reports to the Auditor of the State of Ohio and Clearview Local School District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of James G. Zupka, CPA, Inc., and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Auditor of the State of Ohio and the U.S. Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of James G. Zupka, CPA, Inc.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Auditor of the State of Ohio and the U.S. Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.


We expect to begin our audit approximately in August of each year under this contract and to issue our reports no later than December 31 of each year of this contract. James G. Zupka, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed the amounts listed in our audit contract. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Members of the Board of Education and  
Ms. Nowak, Treasurer/CFO  
Clearview Local School District  
August 24, 2021  
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We appreciate the opportunity to be of service to the Clearview Local School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

  
James G. Zupka, CPA, Inc.  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Clearview Local School District:

  
Management Signature

  
Title

  
Date

  
Governance Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# OHIO AUDITOR OF STATE KEITH FABER



Lausche Building, 12<sup>th</sup> Floor  
615 Superior Avenue, NW  
Cleveland, Ohio 44113-1801  
(216) 787-3665 or (800) 626-2297  
NortheastRegion@ohioauditor.gov

June 4, 2021

James G. Zupka, Inc.  
Attn: James Zupka  
5240 E. 98<sup>th</sup> St.  
Garfield Heights, OH 44125

Dear Mr. Zupka:

On behalf of Auditor of State Keith Faber, I am pleased to inform you that the contract to audit the NE 2021\_4 LSD-ESC Pool consisting of:

- Chardon Local School District, Geauga County
- Clearview Local School District, Lorain County
- Madison Local School District, Lake County
- Richmond Heights Local School District, Cuyahoga County
- ESC of the Western Reserve, Lake County

for the fiscal periods July 1, 2020 through June 30, 2025, in accordance with the items and conditions set forth in the Request for Proposals dated April 30, 2021, has been awarded to James G. Zupka, Inc.

Attached you will find a PDF document of the Memorandum of Agreement (MOA) form for each public office. This document is to be executed by an authorized representative of James G. Zupka, Inc. then forwarded to each corresponding Public Office. Electronic signatures are acceptable.

The public office will then sign the MOA and a Certification of Compliance (included in the pdf document) and **return all signed documents to this office.**

When fully approved by the Auditor of State, a fully executed document will be sent to you and to the public office. No audit work may be performed or payments lawfully made regarding this contract until such approval is obtained.

NE 2021\_4 LSD-ESC Pool  
June 4, 2021

Should you have any questions, please contact me at 800-626-2297 or 216-787-3665. We look forward to working with you and, in advance of your cooperation, please accept my appreciation.

Sincerely,

KEITH FABER  
Auditor of State

A handwritten signature in dark ink that reads "William Ward". The script is cursive and fluid, with the first name "William" and last name "Ward" clearly distinguishable.

William Ward  
Assistant Chief Auditor  
Northeast Region

Enclosure

C: Deb Armbruster, Treasurer; Chardon Local School District, Geauga County  
Mary Ann Nowak, Treasurer/CFO; Clearview Local School District, Lorain County  
Michael Vaccariello, Treasurer; Madison Local School District, Lake County  
W. Cooper Martin, Treasurer; Richmond Local School District, Cuyahoga County  
Greg Slemons, Treasurer; ESC of the Western Reserve, Lake County

# OHIO AUDITOR OF STATE KEITH FABER



88 East Broad Street  
Columbus, Ohio 43215  
IPACorrespondence@ohioauditor.gov  
(800) 282-0370

## MEMORANDUM OF AGREEMENT

This agreement is entered into as of the 4th day of June, 2021, by and between James G. Zupka, CPA, Inc. an independent public accountant (IPA), **KEITH FABER**, Auditor of State of Ohio (Auditor) and Clearview Local School District, Lorain County (Public Office) WITNESSETH:

Whereas, the Auditor of State on April 30, 2021, issued a Request for Proposals for an engagement related to Clearview Local School District, including any components and other requirements stated in the Request for Proposal, pursuant to Sections 117.11 and 115.56, Revised Code, for fiscal periods July 1, 2020 through June 30, 2025.

Whereas, IPA responded to the Request for Proposals with a formal proposal wherein they indicated their willingness to perform the engagement related to the Public Office in accordance with the items and conditions set forth in the Request for Proposals; and

Whereas, the Auditor of State, in consultation with the Public Office, has determined the IPA has submitted the proposal most advantageous to the Auditor and Public Office;

NOW, THEREFORE, IPA and Public Office do mutually agree as follows:

1. This Memorandum of Agreement, the Request for Proposals, the Proposal of the IPA and any written documents supplementing, amending, or incorporating the Request for Proposal, the Proposal of the IPA, and the Memorandum of Agreement constitute the integrated written agreement of the parties, to be known as the "Contract";
2. The IPA shall, in consideration of the payments specified in the Proposal, and subject to the requirements of the Contract, perform the specified engagement related to the Public Office;
3. Public Office will provide the IPA with such payments, services, and support as are specified in the Request for Proposals; and
4. The Auditor will provide the IPA with such services and support as are specified in the Request for Proposals; and
5. If applicable, pursuant to the agreement of the parties a subcontractor with respect to the Contract will be as stated below. Further, pursuant to the RFP Terms of Engagement and this Contract, the IPA shall be and remain solely responsible to the Public Office and Auditor for the acts the IPA performs or faults of any subcontractor and of any subcontractor's officers, agents or employees, who are deemed to be agents or employees of the IPA to the extent of the subcontract. Each subcontractor shall jointly and severally agree that neither the Public Office nor the Auditor is obligated to pay or to be liable for the payment of any sums due the subcontractor.



Subcontractor Name NA

Address NA

Number of Hours

Rate Per Hour

Total Subcontract

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Mary Ann Nowak  
Legislative Authority or Designee for  
Clearview Local School District

6/4/2021  
Date

James G. Zupka, CPA, Inc.

Date

APPROVAL:

Compliance, Auditor of State  
Office of **KEITH FABER**, Auditor of State of Ohio  
In Accordance with Sections 117.11 & 115.56 Revised Code  
(Not valid unless approved by Legal Division)

Date

OHIO AUDITOR OF STATE  
**KEITH FABER**



88 East Broad Street  
Columbus, Ohio 43215  
IPA\_Correspondence@ohioauditor.gov  
(800) 282-0370

**Certification of Compliance with Procurement Requirements**

This is to certify that, to the best of my knowledge and belief as the appropriate official of the  
Clearview Local School District, Lorain County, we have complied with all applicable  
federal, state and local procurement requirements in the selection of the firm  
James G. Zupka, CPA, Inc. to perform the audit of the  
Clearview Local School District, Lorain County, which is the subject of the  
accompanying contract.

Mary Ann Nowak  
Clearview Local School District, Lorain County  
Please type/print Name and Title: MARY ANN NOWAK, TREAS./CFO

6/4/2021  
Date

**JAMES G. ZUPKA, C.P.A., INC.**  
**Certified Public Accountants**  
**5240 East 98<sup>th</sup> Street**  
**Garfield Hts., Ohio 44125**

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Member American Institute of Certified Public Accountants

(216) 475 - 6136

Ohio Society of Certified Public Accountants

I hereby certify that I am entitled to represent the firm of James G. Zupka, CPA, Inc., empowered to submit this bid for the services outlined in the attached proposal, and authorized to sign a contract for such services with the NE 2021\_4 LSD-ESC Pool.

James G.  
Zupka, CPA,  
President

Digitally signed by James G.  
Zupka, CPA, Pres date  
DN: cn=James G. Zupka, CPA,  
President, ou=James G. Zupka,  
CPA, Inc., ou=Accounting,  
email=jgz@jgzcpa.com, c=US  
Date: 2021.05.10 13:40:54 -0400

James G. Zupka  
Certified Public Accountant

	Chardon	Clearview	Madison	Richmond	ESC of the Western Reserve	Total
Total All-Inclusive Fixed Fee:						
For the Fiscal Period ending June 30, 2021	\$ 17,290	\$ 15,750	\$ 15,540	\$ 17,150	\$ 15,820	\$ 81,550
For the Fiscal Period ending June 30, 2022	17,040	15,265	15,052	17,040	14,555	78,952
For the Fiscal Period ending June 30, 2023	17,280	15,480	15,264	17,280	14,760	80,064
For the Fiscal Period ending June 30, 2024	17,520	15,695	15,476	17,520	14,965	81,176
For the Fiscal Period ending June 30, 2025	17,760	15,910	15,688	17,760	15,170	82,288
	<u>\$ 86,890</u>	<u>\$ 78,100</u>	<u>\$ 77,020</u>	<u>\$ 86,750</u>	<u>\$ 75,270</u>	<u>\$ 404,030</u>



**JAMES G. ZUPKA, CPA, INC.**

**SCHEDULE OF PROFESSIONAL FEES AND EXPENSES  
TO SUPPORT THE ALL-INCLUSIVE TOTAL FIXED FEE  
FOR THE AUDIT OF THE FINANCIAL STATEMENTS OF THE  
NE 2021\_4 LSD-ESC POOL  
CLEARVIEW LOCAL SCHOOL DISTRICT**

					Hourly	Total
			Hours		Rate	Fixed Fee
Partner			34	\$	70	\$ 2,380
Manager/Quality Control			34		70	2,380
Supervisory Staff/Senior			90		70	6,300
Staff			67		70	4,690
Other (specify):			0		70	0
<b>Total for Fiscal Period Ending 2021</b>			225	\$	70	\$ 15,750
Amount attributable to MBE/EDGE (if applicable)						\$ 0
			Average			
			Hourly	Total		MBE/EDGE
		Hours	Rate	Fixed Fee		(if applicable)
Fiscal Period Ending	2022	215	\$ 71	\$ 15,265		\$ 0
Fiscal Period Ending	2023	215	\$ 72	\$ 15,480		\$ 0
Fiscal Period Ending	2024	215	\$ 73	\$ 15,695		\$ 0
Fiscal Period Ending	2025	215	\$ 74	\$ 15,910		\$ 0
Total for Fiscal Periods 2021-2025			1,085	\$ 72.00	\$ 78,100	\$ 0



EXHIBIT VII.A.8  
333 County Line Road, West  
Westerville, OH 43082  
614-846-1899

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[jginc.biz](http://jginc.biz)

June 7, 2021

Ms. Mary Ann Nowak, Treasurer  
Clearview Local School District  
4700 Broadway Ave.  
Lorain, OH 44052

Dear Ms. Nowak:

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for Clearview Local School District.

We will apply the agreed-upon procedures listed in the attached schedule that were specified and agreed to by the Ohio Department of Education (ODE) – Medicaid School Program (MSP) on the Medicaid regulations in accordance with Ohio Administrative Code (OAC) 5160-35-04(K)(2) for the Clearview Local School District for the fiscal years ended June 30, 2022 and June 30, 2023. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures performed or to be performed is solely the responsibility of ODE and agreed to by the Clearview Local School District as participants in the MSP, and we will require an acknowledgment in writing of that responsibility from the Clearview Local School District, as the OAC implies acknowledgment from ODE. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination or review, we will not express an opinion or conclusion on the Medicaid regulations. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We plan to begin our procedures for the fiscal year ended 2022 on approximately July 1, 2023, and, unless unforeseeable problems are encountered, the engagement should be completed by December 31, 2023. Future fiscal year end procedures will be performed and completed as required by ODE.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Clearview Local School District and ODE. If, for any reason, we are unable to complete any of the procedures, we will describe in our report any restrictions on the performance of the procedures, or not issue a report and withdraw from this engagement. You understand that the report is intended solely for the information and use of the Clearview Local School District and ODE and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, we will communicate to you any known and suspected fraud and noncompliance with laws or regulations affecting the Medicaid program the Clearview Local School District administers that come to our attention. In addition, if, in connection with this engagement, matters come to our attention that contradict the requirements of Medicaid as enumerated in the attached schedule, we will disclose those matters in our report.

Ms. Mary Ann Nowak , Treasurer  
Clearview Local School District  
Page Two

You are responsible for complying with the MSP requirements in accordance with OAC 5160-35-04(K)(2) and for agreeing to the criteria and procedures in the attached schedule and determining that such criteria and procedures are appropriate for your purposes. You are also responsible for, and agree to provide us with, a written assertion about the Medicaid requirements the agreed-upon procedures address. In addition, you are responsible for providing us with (1) access to all information of which you are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the requirements of Medicaid as enumerated in the attached schedule.

Steven C. Julian or Tara L. Weaver will be the engagement partners and are responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our professional fees to perform the agreed-upon procedures will be at an hourly rate of \$75. This rate includes all expenses: i.e., you **will not** be billed additional amounts for any out-of-pocket charges we incur. Regardless of the number of hours incurred, J&G will guarantee that the total cost to the District will not exceed the following maximums:

Cost report period July 1, 2021 to June 30, 2022 .....	\$1,400
Cost report period July 1, 2022 to June 30, 2023 .....	\$1,400

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered at the completion of the engagement and are payable on presentation. In the event services are performed and payment is not received in full, future services may be suspended.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign in the applicable area below and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their agreement with the procedures performed or to be performed and their responsibility for the sufficiency of procedures.

Very truly yours,

*Julian & Grube, Inc.*

Julian & Grube, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Clearview Local School District.

*Mary Ann Nowak*  
Treasurer

*8/9/2021*  
Date

*Tara L. Weaver*  
Superintendent or Purchasing Agent

*8/9/2021*  
Date

# Latest Information Available

## ***FY20 MSP Agreed Upon Procedures***

Once a Medicaid School Provider (or his or her representative) gives the CPA firm the initial cost report to complete the attestation engagement, no changes or updates are to be made to the initial cost report (Pre-AUP Cost Report). The CPA firms should denote **all** changes to the initial cost report (whether increases or decreases) in the AUP report to arrive at a Post-AUP Cost Report.

### **PAYROLL**

1. Obtain from the provider a schedule or Uniform School Accounting System (USAS) report that identifies the total payroll and fringe benefit costs related to employees working on the MSP. Using the information collected, verify the following:
  - a. Review Exhibit 7 of the cost report; if there are no individuals included on the Exhibit, document that no payroll costs were included. If no payroll costs exist, the steps enumerated below will not be applicable.
  - b. Reconcile the names included on Exhibit 7 "Participants (Last Name, First Name, MI)" to those included on quarterly RMTS participant lists.
  - c. Reconcile expenditures included on the schedule or USAS report to the salary amounts reflected on Exhibit 7 "Total Salary and Fringe" column. If a separate schedule is used as a basis for accumulating payroll costs to be included on the MSP cost report, reconcile the expenditures included on the schedule to the provider's USAS payroll accounts.

If a separate schedule is used as a basis for accumulating payroll costs to be included on the MSP cost report, reconcile the expenditures included on the schedule to the provider's USAS payroll accounts.

Notwithstanding variances due to rounding, if payroll and fringe benefit expenditures included on the schedule or USAS report do not agree to the amounts identified on the corresponding exhibits or if participants included on the corresponding exhibit are not included on the RMTS participant list, prepare a proposed cost adjustment to remove the variance(s) using Schedule C.

2. Using Exhibit 7 of the cost report, select 20 employees or 30% of the total number of employees whose salary was charged to the MSP, whichever is less. Using the employees selected, verify the following:

- a. Employee payroll and fringe benefit amounts are reported in accordance with the cost report instructions (i.e., appropriate exhibit, column and line item).

If employee payroll and fringe benefit amounts are not reported in accordance with the cost report instructions, prepare a proposed cost adjustment to reclassify the amounts to the appropriate exhibit, column or line item. Any proposed cost adjustments should be documented on Schedule C.

- b. Employee payroll and fringe benefit amounts included on the exhibits are calculated accurately based the period(s) worked and pay rate identified within the employee personnel file or salary amount identified within the employee contract.

If employee payroll and fringe benefit amounts are not calculated accurately based on the hours or time periods worked and the hourly rate or salary amount, prepare a proposed cost adjustment to remove the variance using Schedule C.

The proposed cost adjustment should result in an increase or decrease to the "Net Payroll Costs" column on Exhibit 7.

- c. Verify amounts and types of expenditures included within the payroll and fringe benefit amounts under the "Total Gross Salary" and the "Total Fringe Benefits" columns are allowable under 45 CFR 75 and the cost report instructions.

If costs included within payroll and fringe benefit amounts are not allowable, prepare a proposed cost adjustment using Schedule C to remove the unallowable costs from the "Total Gross Salary" and the "Total Fringe Benefits" columns.

- 3. Obtain from the provider (or the RMTS contractor), the three (3) quarterly Random Moment Time Study (RMTS) participant lists that were submitted to the RMTS contractor during the cost reporting period. Using the employees selected in conjunction with step 2 from above, perform the following for each employee:
  - a. Using the 3 quarterly RMTS lists, identify the number of quarters each employee selected participated in the RMTS.
  - b. Verify the employee payroll and fringe benefit amounts included on the exhibits are accurate based on the number of quarters the employee participated in the RMTS. Accuracy is defined as follows:
    - 1. If an employee is identified on all three (3) quarterly RMTS participant lists, then 100% of the employee's payroll and fringe benefit costs may be included on the exhibit within the columns "Total Gross Salary" and "Total Fringe Benefits."
    - 2. If an employee is identified on only two (2) quarterly RMTS participant lists, then only two quarters plus 2/3 of the summer quarter of the employee's payroll and fringe benefit costs may be included on the exhibit within the columns "Total Gross Salary" and "Total Fringe Benefits."
    - 3. If an employee is identified on only one (1) quarterly RMTS participant list, then only one-quarter plus 1/3 of the summer quarter of the employee's payroll and fringe benefit costs may be included on the exhibit within the columns "Total Gross Salary" and "Total Fringe Benefits."



4. If an employee is not identified on any quarterly RMTS participant lists, then none or zero dollars of their payroll or fringe benefit costs may be included on the exhibit.

If an employee's salary and fringe benefits costs included within the "Total Gross Salary" and the "Total Fringe Benefits" columns are not accurate based on the number of quarterly RMTS they participated, prepare a proposed cost adjustment using Schedule C to accurately reflect the number of quarters the employee participated in RMTS.

4. Using the individuals selected in conjunction with step 2, verify the employees' job activities are allocable or provide a direct benefit to the MSP through the delivery of services. For the purpose of this procedure "allocable" has the same meaning as identified in **45 CFR 75.405**. Prepare a work paper that identifies the employee's name, job title/position and perform the following:
  - a. Request written documentation from the provider, i.e. job description, to identify whether the job tasks/activities performed benefit the MSP.
  - b. For employees that provided MSP services during the cost reporting period, perform the following:
    1. Verify at least one of the service types performed is identified within OAC section **5160-35-05 or 5160-35-06** as being allowable to the MSP.
    2. If the service is verified as being allowable, request documentation from the provider that supports the employee delivering the service to a student with an IEP. For purposes of substantiating service delivery, documentation is defined in **5160 OAC-35-05(H)**.

If the services were not identified within the OAC as allowable or documentation was not provided to evidence the delivery of a service to a student with an IEP, prepare a proposed cost adjustment. The cost adjustment should equal the employee's gross salary and fringe amount and be documented on Schedule C.

Note: AUP step 4c is not applicable for the SFY20 MSP cost reporting period as no Medicaid administrative functions are currently included on the cost report.

- c. For employees that performed a Medicaid administrative function allocable to the MSP (personnel reported on Exhibit 5C during the cost reporting period, perform the following:
  1. Verify at least one of the employee's job tasks/activities is identified within Attachment D of the Guide to Time Studies for the Ohio Medicaid School under one of the following acceptable activity codes: 6,8,10,12,14,16.
  2. If an employee's job task was identified within an acceptable activity code, request documentation from the provider that documents the employee performing the Medicaid administrative job task or activity. For purposes of

this procedure, documentation is defined as any notes, written descriptions, completed forms, ledgers, books, records, case notes, progress notes, payroll records, or similar supporting documentation completed by the employee that demonstrates the Medicaid administrative activity was performed.

If a job task/activity is not identified within one of the acceptable activity codes or no documentation was provided to evidence the employee had performed the task or activity during the cost reporting period, prepare a proposed cost adjustment.

5. For each employee selected in conjunction with step 2 that worked on federal program activities in addition to the MSP, obtain support detailing the fund allocation for the cost reporting period. For these employees perform the following steps:
  - a. Inspect the payroll allocation support and recalculate the percentage funded with federal grants and agree to percentage presented on Exhibit 7.
  - b. Document any direct costs related to employee time spent on federal programs ~~other than MSP~~. For purposes of this step, direct costs have the same meaning as defined within **45 CFR 75.413 and 75.414**.
  - c. If direct costs related to time spent on a federal program are identified, verify the payroll costs related to the federal program are identified on the exhibit under column, “%age funded with federal grant.”

If no costs related to the direct time spent on other federal programs are identified on the exhibit, prepare a proposed cost adjustment to identify the payroll costs that related to time spent on the other federal programs. The proposed cost adjustment should be made to add or increase the amount listed under the “%age funded with federal grant” column.

If direct time is identified or an adjustment is made to the “%age Funded with Federal Grant” column, verify the appropriate portion of fringe benefit costs are included under column “Eligible Salary and Fringe.”

- d. Proposed cost adjustment amounts should be documented using Schedule C.
6. Verify the “Unrestricted Indirect Cost Rate” reported on Exhibit 2 of the cost report agrees with the Ohio Department of Education’s Indirect Cost Rate Agreement. If the Indirect Cost Rate does not agree with the Ohio Department of Education’s Indirect Cost Rate Agreement, prepare a proposed cost adjustment using Schedule C.

## **PAID CLAIMS PROCEDURES**

1. Using the list of paid claims obtained from the provider select 40 individual claims or 10% of the total population, whichever is less. To the extent practical, the selection must include different claimed services for different students.
2. Record the following information from the records onto a work paper:

- a. Student identification number, if identified
  - b. Medicaid identification number
  - c. Date of birth
  - d. CPT Code
  - e. Service type as identified in the Ohio Medicaid School Program CPT Code Assignment Appendix (e.g., MH, SLP, etc.)
  - f. Service Date
  - g. Units billed
  - h. Units paid
  - i. Date paid
  - j. Transaction Control Number (TCN)
  - k. If applicable to the service type, identify the minutes necessary to meet a unit of service using the Ohio Medicaid School Program CPT Code Assignment Appendix.
3. Using the claims selected in step 1, obtain from the provider the students' attendance records, multi-factored evaluation, identification of necessary services, documentation of service provided, Individualized Education Program (IEP) which includes a plan of care, and parental consent form. Evaluation Team Reports (ETRs) for pre-authorized IEP services are allowable once a year as per **OAC 5160-35-04(B)**. Using the information obtained, perform the following for each claim selected:
  - a. Verify the service identified on the paid claim is identified within the student's plan of care as required by **OAC 5160-35-05(H)(3)**. If the service identified on the paid claim is not identified in the plan of care, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - b. Verify the plan of care contains a component that was signed by a qualified practitioner as required within **OAC 5160-35-05(H)(2)** who recommends the service as a result of the assessment/evaluation, re-assessment/re-evaluation. If the plan of care does not contain a signed component by a qualified practitioner, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - c. Verify the service date identified on the paid claim was subsequent to the effective date and/or authorization date of the student's plan of care. If the date of service delivery was prior to the effective/approval date, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - d. Verify there is documentation the service identified on the paid claim was provided/delivered to the student. The provision or delivery of service is evidenced by the provider if documentation includes the information required by OAC sections **5160-35-05(I)(3)**, **(I)(5)** for medical services or **5160-35-06 (E)(3)** for equipment services. If there is no evidence the service identified on the paid claim was provided to the student, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
  - e. Verify there is documentation that indicates the service was provided on the same day, month, and year as identified on the paid claim. If there is no

documentation to indicate the service was provided on the same date as indicated on the paid claim, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.

- f. Verify the total billing units identified on the paid claim correspond to the support detail and comply with the requirements of **OAC 5160-35-04(J)**. If a unit is determined by a minimum number of minutes, calculate the number of units provided to the student by using the beginning and ending times of the service delivery. If the number of units, as calculated, is less than the units identified on the paid claim or does not comply with 5160-35-04(J), prepare a proposed cost adjustment for the amount of the claim using Schedule P.
- g. Verify the service was provided by a licensed practitioner as required by OAC 5160-35-05 by verifying the practitioner's license is active by using the *Certification and Licensure Search* function on the website of the Ohio Department of Education (<http://education.ohio.gov/Topics/Data/EMIS/Certification-and-Licensure-Search>). If the practitioner did not hold a professional license at the time of service delivery date, prepare a proposed adjustment for the total amount of the claim using Schedule P.
- h. Verify the service type identified is allowable under the requirements of OAC section **5160-35-05** or **5160-35-06** if the service related to Targeted Case Management or transportation. If the service provided was not allowable, prepare a proposed cost adjustment for the total amount of the claim using Schedule P.
- i. Verify the documentation of service delivery includes the signature or initials of the person/practitioner delivering the services as required by **OAC 5160-35-05 (I)(7)**. Each documentation recording sheet must contain a legend that indicates the name (typed or printed), title, signature, and initials of the person delivering the services. If the documentation does not include the signature or initials of the person delivering the service or the signature or initials do not correspond to the legend, prepare a proposed cost adjustment for the total amount of claim amount using Schedule P.
- j. Verify the claim submission date was not beyond 365 days of the actual date the service was provided as required by **OAC 5160-35-04(H)**. If the claim submission date is beyond 365 days after the service date, prepare a proposed cost adjustment for the total amount of the claim amount using Schedule P.
- k. Verify the date of service was not beyond 12 months of the assessment/re-evaluation date as required by **OAC 5160-35-04(B)(3)**. If the date of service is beyond 12 months of re-assessment/re-evaluation date, prepare a proposed cost adjustment for the total amount of the claim amount using Schedule P.
- l. Obtain the provider's attendance records and verify the student was identified as being in attendance on the day the service was provided for the period July 1, 2019 through February 28, 2020. If the student was not in school or the attendance record was unable to be provided for the service date, prepare a

proposed cost adjustment for the total amount of the claim amount using Schedule P.

For claims selected with services dates from March 1, 2020 through June 30, 2020 attendance isn't required to be tested due to the remote learning environment caused by the Pandemic.

- m. Verify a parental consent is on file for the student identified on the paid claim. If a parental consent could not be obtained, prepare a proposed cost adjustment for the claim amount using Schedule P.
- n. Document the claims adjustment results from steps #3a through #3m in the Claims Adjustment Chart.

## **FIXED ASSETS**

1. Obtain from the provider a fixed asset schedule that identifies the total MSP fixed assets. The asset schedule must include opening and ending balances, additions, deletions/retirements, useful lives, salvage value, accumulated depreciation, and current year depreciation expense. Using the information obtained, perform the following:

Reconcile total depreciation expense included on the schedule to the amount identified on cost report Exhibits 5A, under the "Allowable Medical Equipment and Supplies" section, respectively.

Notwithstanding variances due to rounding, if depreciation expense reflected on the schedules are less than the amount identified on Exhibit 5A, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C. Document any explanation provided by management for the variance and include in the agreed-upon procedures report.

2. **Additions:** Select 40% or 20 additions, whichever is less, from the fixed asset schedule obtained in step 1. On a work paper, document the following for each addition:

- Description or type of fixed asset
- Serial number or agency identification number, if applicable
- Acquisition date
- Invoice amount
- Payment disbursement date
- Disbursement amount
- Useful life
- Depreciation expense for the cost reporting period
- Location of the asset
- Donated value, if applicable

3. Using the items selected in conjunction with step 2, verify the following:

- a. Verify the fixed asset value is accurate by tracing the amount listed on the

schedule to the invoice and to the canceled check or bank statement. If the fixed asset was donated, trace the value identified on the schedule to the provider's estimated value or donor's book value.

If the amount on the invoice or cancelled check is less than that reflected on the schedule, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

If the provider is unable to provide an invoice (or other evidence of cost) and proof of a cash disbursement (e.g., canceled check, bank statement), prepare a proposed cost adjustment to remove the amount of depreciation included on the cost report. The proposed cost adjustment should be documented using Schedule C.

- b. Verify the assigned useful life of the fixed asset is at least equal to the useful life identified in the American Hospital Association's (AHA) "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2013 Edition.

If the assigned useful life of the fixed asset is less than the useful life identified in the AHA's "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2013 Edition, recalculate the depreciation amount using the useful life identified in the AHA guide. Prepare a proposed cost adjustment using Schedule C to remove the variance from the cost report.

- c. Verify the provider used at least a 10% salvage value in calculating the depreciable value of the fixed asset.

If the salvage value used in calculating the depreciable value is less than 10%, recalculate the depreciation amount, using 10% as the salvage value, and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C unless the provider demonstrates a reasonable deviation from the 10% salvage value.

- d. Verify the provider used the straight-line method in calculating depreciation.

If the provider used a method for calculating depreciation expense other than straight line, recalculate the depreciation amount and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

- e. In the year of acquisition, verify the provider used one of the methods identified within CMS Publication 15-1, section 118 for determining the period in which depreciation expense is initiated (e.g., time lag or actual).

If the provider used a method other than one identified within CMS Publication 15-1, section 118, recalculate the depreciation expense using the actual time methodology and prepare a proposed cost adjustment to identify the variance. Proposed cost adjustment amounts should be documented using Schedule C.

- f. Verify the payment for the fixed asset was disbursed during the cost reporting period.

If payment for the fixed asset was disbursed outside the cost reporting period, prepare a proposed cost adjustment to remove the amount of depreciation included on the cost report. Proposed cost adjustment amounts should be documented using Schedule C.

- g. Verify the existence of the fixed asset by tracing the item to its physical location and confirming the asset is correctly identified on the fixed asset schedule by comparing the serial number, asset identification number and description.

If the fixed asset cannot be located, prepare a cost adjustment for the dollar amount of depreciation included in the cost report using Schedule C.

- h. In conjunction with the agreed-upon procedures related to disbursements, verify that neither the depreciation expense nor the entire cost of the fixed asset was included within other cost report exhibits.

If the cost of the fixed asset or the depreciation expense is included on another cost report exhibit, prepare a proposed cost adjustment to remove the amount from the corresponding exhibit(s) using Schedule C.

- i. Verify the fixed asset purchased was medically necessary by having the provider identify the student or students for which the asset was purchased. Obtain the student's case file and verify the fixed asset is identified within the student's IEP. (Note: If the fixed asset was purchased for use by multiple students, it is only necessary to select one of the student's IEP.)

If the fixed asset is not identified within a student's IEP as being medically necessary, prepare a proposed cost adjustment to remove the depreciation amount from the cost report using Schedule C.

4. **Deletions/Retirements (e.g., fixed assets no longer in use by the provider):** Obtain from the provider a listing of fixed asset retirements or deletions and select 5 or 30% of the items, whichever is less. On a work paper, document the following for each deletion:

- Description or type of fixed asset
- Serial number
- Agency Identification, if applicable
- Deletion/Salvage date
- Useful life
- Depreciation expense for the cost reporting period
- Fixed asset's sales proceeds, if sold

Using the items selected, verify the depreciation included in the cost report is accurate by performing the following:

- a. Verify the fixed asset has been removed from the depreciation schedule.
- b. Verify the fixed asset was retired from operations during the cost reporting

period.

- c. Confirm whether the fixed asset was salvaged or sold. If the item was sold, verify whether the proceeds from the sale were used to reduce the depreciation amount claimed on the cost report.
- d. Confirm that if the fixed asset was traded-in, the value of the fixed asset was used to offset the cost of the replacement item.
- e. Verify the depreciation amount included on the cost report does not exceed the difference between the acquisition costs and accumulated depreciation amount.

Notwithstanding variances due to rounding, if depreciation expense related to salvaged fixed assets is not accurately reflected on Exhibits 5A, recalculate the actual amount and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

**5. Other Fixed Assets:** Select 5 or 30% of the other assets identified on the fixed asset schedule, whichever is less and verify the following:

- a. The assigned useful life and dollar value used in calculating current year depreciation are consistent with prior years.

If the assigned useful life or dollar value is different from the prior year, recalculate the depreciation amount using the prior year information and prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

- b. Verify the provider used the straight-line method in calculating depreciation.

If the provider used a method for calculating depreciation expense other than straight line, recalculate the depreciation amount using a straight-line depreciation methodology and prepare a proposed cost adjustment to remove the variance from the cost report. Proposed cost adjustment amount should be documented using Schedule C.

- c. In conjunction with the agreed-upon procedures related to disbursements, verify that neither the depreciation expense nor the entire cost of the fixed asset was included within other cost report exhibits.

If the cost of the fixed asset or the depreciation expense is included on another cost report exhibit, prepare a proposed cost adjustment to remove the amount from the other exhibit(s) using Schedule C.

- d. Trace the fixed asset to its physical location to assure the asset exists.

If the fixed asset cannot be located, prepare a cost adjustment to remove the amount of depreciation included in the cost report using Schedule C.



6. Verify the depreciation expense identified on Exhibit 5A of the cost report is allowable under the provisions of the cost report instructions and **CMS Publication 15-1, Chapter 1, 45 CFR 75**, as applicable.
7. If the cost is not allowable under the cited provisions, prepare a proposed cost adjustment to remove the entire cost from the cost report. The amount, item description, and basis for the proposed cost adjustment should be identified on Schedule C.

## **STATISTICS**

### **Random Moment Time Study (RMTS):**

1. Obtain from the provider, a schedule/report that identifies employees who completed a RMTS during the cost reporting period. The listing must identify, the employee, the cost pool under which the employee is classified (e.g., 1, 2, or 3), and the activity being performed at the time of the RMTS. (Note: If the school had no employees that completed a RMTS, no additional steps within the RMTS section need to be performed.
2. Using the schedule/report obtained in step 1, select 10% or 15 individual employees who completed a RMTS during the cost reporting period, whichever is less. Assure the selection includes a minimum of 50% of the employees identified under cost pool 1, 30% from cost pool 2, and 20% from cost pool 3. Prepare a work paper that includes the following information:
  - Name of employee
  - Employee position or job title
  - Date/time of all RMTS moments completed by employee.
  - Employee activity as identified on the RMTS.
  - Cost Pool under which the employee is classified (e.g., 1, 2 or 3)
  - Student identification number, if applicable
  - Effective dates of student's IEP, if applicable
  - Frequency of services (e.g., daily, weekly, monthly, etc.), as identified on the IEP.
3. Using the selections made in step 2, perform the following:
  - a. For employees who indicated they were performing a medical service, obtain the case file of the student receiving the service and verify the following:
    - The service was identified in the student's Individual Education Program (IEP).
    - The service was delivered during the effective dates of the IEP.
    - There is evidence in the student's case file; the service was delivered on the same date and time as the completed RMTS.
    - Verify the service, as identified within the student's IEP, was recommended by the appropriate certified professional as required by **OAC Section 5160-35-05**.

If any of the above attributes are not met, report the variance within the agreed-upon procedures report. The variance should identify the employee's name, cost pool, date of RMTS, and description of the variance.

- b. For employees who indicated they were performing a Medicaid administrative activity, obtain documentation from the employee that is contemporaneous to the completion of the RMTS. Documentation is defined as any notes, written descriptions, completed forms, ledgers, books, records or any other supporting documentation. Based on the documentation provided, verify the activity identified on the RMTS coincides with the documentation provided.

If the documentation does not correlate to the activity identified on the RMTS, report any variance within the agreed-upon procedures report. The variance should identify the employee's name, cost pool, date of RMTS, and description of the variance.

#### **IEP Student Utilization Ratios:**

1. Verify the number of students identified on Exhibit 3 of the cost report agree with the Medicaid Eligibility Rates Schedule by IRN provided by the Ohio Department of Education for the applicable cost reporting period, under the "Total Number of IEP Students" category.

If the number of students identified does not agree to the cost report amount, prepare an adjustment and identify the variance on Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the students identified on the schedule to the total number of students identified on Exhibit 3 under "Total Number of IEP Students."

2. Compare the amounts identified on the Exhibit 3 under the categories of "Total Number of IEP 'Regular' Medicaid Eligible Students" and "Total Number of IEP 'SCHIP' Medicaid Eligible Students" and "Total Number of IEP 'ACA Expansion' Medicaid Eligible Students" to information obtained from the Ohio Department of Education.

If the number of students identified by the Ohio Department of Education differs from the cost report figures, prepare an adjustment and identify the variance on Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the number of students identified by the Ohio Department of Education agrees to the number of students identified on Exhibit 3 under "Total Number of IEP 'Regular' Medicaid Eligible Students" and "Total Number of IEP 'SCHIP' Medicaid Eligible Students" and "Total Number of IEP 'ACA Expansion' Medicaid Eligible Students."

#### **Administrative Claiming Allocation Statistics:**

1. Compare the amounts identified on Exhibit 3 under "Total Number of Students: Medicaid Eligible" and "Total All Students" to information obtained from the Ohio Department of Education.

If the number of students identified by the Ohio Department of Education differs from the cost report figures, prepare an adjustment and identify the variance on Schedule S. The variance must be identified as a plus (+) or minus (-) and equal the number necessary to assure the number of students identified by the Ohio Department of Education corresponds to the number of students identified on Exhibit 3 under the "Total Number of Students: Medicaid Eligible" and "Total All Students" categories.

### **Transportation Statistics:**

1. Obtain the paid claims listing for transportation from the provider. Confirm that the provider has paid claims for transportation during the cost reporting period.

If the provider does not have paid claims for transportation, the following steps are not applicable as reimbursement for transportation is based on the number of paid claim trips.

2. Confirm that the special education transportation rate identified on Exhibit 3 of the cost report agrees with the rate provided by the Ohio Department of Education for the applicable cost reporting period. If a variance exists, prepare an adjustment to make the special education rate match the Ohio Department of Education's rate. The proposed adjustment should be documented on Schedule S.
3. Confirm paid claims for allowable trips agree with "Number of Paid Claim Trips" reported on Exhibit 3 of the cost report. If a variance exists, report and prepare an adjustment using Schedule S.
4. Randomly select the lesser of 10% or 40 paid claims from the claims recorded in step 1. Record the following information from the records onto a work paper:
  - a. Student identification number, if identified
  - b. Medicaid identification number
  - c. Date of birth
  - d. CPT Code
  - e. Service type as identified in the Ohio Medicaid School Program CPT Code Assignment Appendix (e.g., MH, SLP, etc.)
  - f. Service Date
  - g. Units billed
  - h. Units paid
  - i. Date paid
  - j. Transaction Control Number (TCN)
5. Using the claims selected in step 4, confirm eligibility to receive transportation for the following components using the IEP(s) in effect for the student during the cost reporting period:
  - a) Verify the service date on the transportation claim was subsequent to the effective date and/or authorization date of the student's IEP(s). If the service date was not subsequent to the effective date, prepare a proposed cost adjustment for the claim amount and denote the student's IEP effective date for transportation on Schedule P

and remove the associated trip(s) from Schedule S.

- b) Verify transportation is indicated within the student's IEP. If transportation was not indicated within the student's IEP, prepare a proposed cost adjustment for the claim amount using Schedule P and remove the associated trip(s) from Schedule S.
- c) Verify claim is for the purpose of traveling to/from the provider to receive a medically necessary service allowable under **OAC 5160-35-05**. If the claim was not for the purpose of traveling to/from the provider to receive an allowable service, prepare a proposed cost adjustment for the claim amount using Schedule P and remove the associated trip(s) from Schedule S.
- d) Confirm conveyance is provided using a specially adapted vehicle that accommodates the specific needs of eligible students as required by **OAC 5160-35-06 (B)(1)(a)**. When making this determination consider the following:
  - The mode of transportation should not be available to the rest of the student population
  - The mode of transportation is specifically used to accommodate the special needs of a student (physical or mental)
  - If the mode of transportation were not available, the child would not be able to receive IEP services

If the transportation claim did not meet the above criteria, prepare a proposed cost adjustment for the claim amount using the Schedule P and remove the associated trip(s) from Schedule S.

- e) Document the claims adjustment results from steps #5a through #5d in the Claims Adjustment Chart.

## **PROCUREMENT**

1. Obtain the provider's schedule or listing that identifies all procurements of goods or services by vendor (reported on Exhibit 8), total procurement/contract amount, and the total disbursements by vendor for the cost reporting period to Exhibit 5A.
  - a. Reconcile the total disbursements identified on the schedule to the total amounts identified on Exhibit 5A by cost category, under "II. Purchased Services".
  - b. Notwithstanding variances due to rounding, if contract expenditures reflected on the schedule or listing do not reconcile to the amounts identified on Exhibit 5A, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C. In addition, document any explanation provided by management for the variance and include in the agreed-upon procedures report.
2. Inquire from the provider whether any of the procurement agreements are based on a contingency arrangement.

For the purposes of this section, the following definition applies:

Contingency arrangement is defined as a procurement or contractual agreement in which payment to the vendor is not related to the actual cost of the service or actual cost of service plus a fee. Instead, payments to the vendor are based on a percentage, or other basis to the amount billed or collected. Examples include, billing agents whose fees are based on a percentage (e.g., 10%) of the total amount of Medicaid dollars billed or collected rather than a basis such as the cost per transaction or cost by identified or stipulated service.

For all contracts or procurement agreements in which payment was based on a contingency arrangement, identify the total amounts paid to the vendor during the cost reporting period and prepare a proposed cost adjustment for the entire amount. The proposed cost adjustment should be documented on Schedule C.

3. Inquire from the provider, the MSP agency's method(s) utilized and thresholds for the procurement of goods or services, listed below, as established by **45 CFR 75.329**.
  - Procurement by competitive proposals
  - Procurement by noncompetitive proposals (i.e. sole source)
  - Procurements entered into during Uniform Guidance grace period. Note, compliance related to procurement is measured by the date the procurement was entered into, not the date of the related expenditures. In addition, for fiscal year 2020 the grace period could only be applicable to multi-year procurements occurring prior to July 1, 2018.
4. Identify the total number of procurements that exceed the lesser of the simplified acquisition threshold of \$250,000 or the provider's formal procurement threshold by vendor .
5. Using the procurements identified in step 4, select five (5) procurements or 50% of the total number of procurements, whichever is less. The selection must include any contracts with a billing agent or procurements pertaining to the provision of medical services.
6. Obtain the contract files for each procurement selected and verify the following as they pertain to the vendor/contractor:
  - a. The contract file includes documentation of the significant history of the procurement, including the rationale for the method of procurement (e.g., lowest bid), contractor(s) selected and those rejected, and the basis of contract price as required by **45 CFR 75.327(i)**.

If the lowest bid was not selected, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.
  - b. The procurements provided for full and open competition as described in **45 CFR 75.328(a)**.

If the procurement was not awarded through full and open competition, verify

whether the provider designated the vendor to be a sole source contractor and/or, verify the vendor has been organized to provide common goods and services to other like governments, i.e. schools, to foster greater economies and efficiencies for the like governments through intergovernmental agreements as permitted in **45 CFR 75.327(e)**.

If the procurement with the vendor wasn't awarded through full and open competition or, the vendor wasn't organized to provide shared services through an intergovernmental agreement, e.g. Educational Service Centers, then perform steps (c) through (g) below.

If the procurement with the vendor was awarded through full and open competition or, the vendor was organized to provide shared services through an intergovernmental agreement then perform steps (e) through (g) below.

- c. In cases where competition was limited, verify that documentation exists to support the rationale to limit competition as described **45 CFR 75.329(f)**.

If required documentation does not exist, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- d. Contract files exist and an appropriate cost or price analysis was performed in connection with procurement actions, including contract modifications and that this analysis supports the procurement action as described by **45 CFR 75.332(a)**.

If cost or price analysis documentation does not exist, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- e. The contract includes a requirement that the vendor is to comply with the requirements of **45 CFR 164.504(e)(1)** for safeguarding and limiting access to information concerning beneficiaries.

If the contract does not include a statement requiring the contractor to comply with **45 CFR 164.504(e)(1)**, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- f. The contract includes a clause that allows the representatives of the U.S. Department of Human Services, Ohio Department of Medicaid, Ohio Department of Education or their respective designee access to the subcontractor's books, documents and records.

If the contract does not include a clause allowing access to the subcontractor's records, obtain a written explanation from management as to why and include their response in the agreed-upon procedures report.

- g. The contract file includes an acknowledgement from the contracted party that they or their principles are not suspended or debarred per **45 CFR 75.213**.

If the contract does not include a clause indicating the contractor or vendor is not suspended or debarred, obtain a written explanation from management as to why and include their response and name of the contractor in the agreed-upon procedures report.

7. For procurements, excluding those awarded through shared service agreements, that relate to the provision of medical services, verify the contract includes the following or inspect documentation to support:
  - a. Service providers are qualified practitioners as required within **OAC 5160-35-05**.
  - b. Procedures for assessment or reassessment of the covered population, if they are to be performed by the contractor.
  - c. Services to be provided by contracted therapists are service types identified within **OAC section 5160-35-05 or 5160-35-06** as being allowable to MSP.
  - d. Cost to be charged per service and basis for charge (i.e., student, service, time per delivery of service, etc.)

If the procurement of medical services is not supported by a written contract or alternative procedures that includes the required items from above (a. – d.) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

8. For procurements awarded through shared service agreements, that relate to the provision of medical services, verify the contract includes the following or inspect documentation to support:
  - a. Service providers are qualified practitioners as required within **OAC 5160-35-05**.
  - b. Services to be provided by contracted practitioners are service types identified within **OAC section 5160-35-05 or 5160-35-06** as being allowable to MSP.
  - c. The estimated amount the provider has agreed to pay the vendor for the contracted services.
  - d. The contract is signed by the provider and the vendor.

If the procurement of medical services is not supported by a written contract or alternative procedures that includes the required items from above (a. – d.) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

9. For procurements that relate to the provision of billing services verify the contract includes the following:
  - a. The specific services to be provided, including any activities related to third-party liability.

- b. The cost per service and basis for the cost (e.g., transactional).

If the procurement of billing services is not supported by a written contract that includes the required items from above (a. and b.) prepare a proposed cost adjustment to remove the total amount of payments from the cost report. The proposed cost adjustment should be documented on Schedule C.

10. Verify the total payments disbursed to the vendor during the cost reporting period did not exceed the total amount authorized by the contract.

If the total amount paid to the vendor exceeds the amount established by the contract prepare a proposed cost adjustment to remove the total amount of payments. The proposed cost adjustment should be documented on Schedule C.

11. Using the schedule or listing obtained in step 10, select 3 individual disbursements, check, EFT, or deduction, paid under each contract or 20% of the total disbursements for each contract, whichever is less and prepare a work paper with the following information:

- Vendor/contractor name
- Description of the service(s) to be provided under the terms and conditions of the contract
- The cost of the service(s) to be provided under the terms and conditions of the contract
- Check/EFT amount
- Payment disbursement date, check date, or deduction date
- Invoice amount

12. Using the transactions selected in step 11, verify the following:

- a. The invoice amount agrees to the disbursement amount (check, EFT, or deduction). If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged for the disbursement reviewed to the contract.

If the amount of the check, EFT, or deduction is in excess of the invoice amount, prepare a proposed cost adjustment to remove the variance from the cost report. For disbursements related to shared services, as described above, if the amount of the disbursement is in excess of the expected amount based on the terms of the contract and the excess cannot be explained by the provider, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C.

If the provider is unable to supply an invoice or billing statement or proof of a cash disbursement (e.g., check, EFT, or deduction), prepare a proposed cost adjustment to remove the amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.



- b. The payment disbursement date is in the cost reporting period.

If the cost was disbursed outside the cost reporting period, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

- c. The services identified on the invoice or billing statement correspond to the terms of the contract and disbursement amount (e.g. units and types of service identified on the invoice multiplied by the contractual rate(s) equals the disbursement amount). If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged, for the disbursement reviewed, to the contract.

If the disbursement amount does not correspond to the number and types of services or the payment amount(s) identified within the contract, prepare a proposed cost adjustment to remove the expenditure amounts included on the cost report. For disbursements related to shared services, as described above, if the amount of the disbursement is in excess of the expected amount based on the terms of the contract and the excess cannot be explained by the provider, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C.

- d. For payments involving the delivery of medical services determine the service identified on the invoice or billing statement is allowable under the general service types outlined within **OAC 5160-35-05 and 5160-35-06** (e.g., mental health services, nursing, etc.). If the disbursement amount is related to shared services, review the contract to determine if it includes general service types outlined within **OAC 5160-35-05 and 5160-35-06**.

If the service is not allowable as described on the detailed invoice or within the shared services contract, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

- 13. Using the payments selected in conjunction with step 11, select 10 students or 10% of the total number of students from the invoices related to medical services, whichever is less. If student listings are not provided, obtain a listing of students served from the provider and select 10 students or 10% of the total number of students from the listing related to medical services, whichever is less. For each student selected, obtain from the provider the students' IEP which includes a plan of care and/or the ETR if scope is provided according to **OAC 5160-35-04 (B)(1) and (B)(2)**. Using the information, verify the service(s) provided to the students is reflected in the student's plan of care as required by **OAC 5160-35-05(H)(3)**. If the service included within the invoice is not identified with the student's plan of care, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report. The proposed cost adjustment should be documented on Schedule C.

## **NON-PAYROLL DISBURSEMENTS**

1. Obtain from the provider a schedule of expenditures by the following cost categories as identified on Exhibit 5A:

- Purchased Services
- Direct Medical Supplies, Material and Other Costs

The schedule should identify by cost category, expenditures by vendor (reported on Exhibit 8), invoice, disbursement date, disbursement amount, and description of item. (Note: a schedule is not necessary if the detailed information can be identified on the face of the exhibit).

If a schedule is used, verify the total amounts are accurate by footing the individual transactions by cost category and reconciling the total amounts to Exhibit 5A, "II. Purchased Services".

Notwithstanding variances due to rounding, if expenditures reflected on the schedule do not reconcile to the amounts identified on Exhibit 5A by cost category, prepare a proposed cost adjustment to remove the variance from the cost report. The proposed cost adjustment should be documented on Schedule C.

2. From the schedule or from Exhibit 5A, select 15 expenditures or 20% of the total transactions identified, whichever is less. Assure the selection includes a minimum of 5 expenditure transactions/invoices for each of the cost categories and excludes purchase amounts in excess of the simplified acquisition threshold or the agency's threshold for formal procurement of goods or services, as identified in the Procurement Section – Step 4. On a work paper, document the following for each item selected, as applicable:

- Description of the item
- Expenditure purpose
- Vendor name/payee
- Check/EFT amount/Deduction Amount
- Check/EFT/Deduction date
- Payment disbursement date, if different than check/EFT/Deduction date
- Invoice amount
- Cost Category
- Account Name/Account Number from USAS

3. Using items selected in step 2, verify the following:

- a. Amounts are reported in accordance with the cost report instructions (i.e., appropriate exhibit, column and line item).

If amounts are not reported in accordance with the cost report instructions, prepare a proposed cost adjustment using Schedule C to reclassify the cost to the proper exhibit, column and line item.

- b. Goods or services purchased are allowable under the requirements of **45 CFR 75 Subpart E and/or OAC 5160-35-05 and 5160-35-06**.

If the goods or services purchased are unallowable under the provisions of **45 CFR 75 and/or OAC 5160-35-05 and 5160-35-06**, prepare a proposed cost adjustment using Schedule C to remove the total amount included on the cost report.

- c. Check, EFT or deduction amount reflected on the cost report agrees to the invoice amount. If the disbursement amount is related to shared services, i.e. Educational Service Center, and the contract is based on an estimated amount that is paid through periodic deductions or payments, agree the amount charged for the disbursement reviewed to the contract.

If the amount of the disbursement is in excess of the invoice amount or expected amount based on terms of the contract and the excess cannot be explained by the provider, prepare a proposed cost adjustment to remove the variance from the cost report using Schedule C.

If the provider is unable to supply an invoice and proof of a cash disbursement (e.g., check, EFT, or deduction), prepare a proposed cost adjustment using Schedule C to remove the total amount included on the cost report.

- d. Payment disbursement date is within the cost reporting period.

If the disbursement date was outside the cost reporting period, prepare a proposed cost adjustment to remove the expenditure amount included on the cost report using Schedule C.

- e. The agency obtained the lowest price for the goods or services purchased by obtaining price or rate quotes from an adequate number of vendors, but not less than 2 sources as prescribed by small purchase procedures described in **45 CFR 75.329(b)**. (Note: price or rate quotes may be documented through catalog or internet price lists, verbal quotes or other sources that identify item prices at the time of the purchase).

If the agency did not obtain price or rate quotes, as prescribed above, determine if the procurement is consistent with methods identified in:

- **45 CFR 75.329(a) – micro-purchase limit**
- **45 CFR 75.329(f) – non-competitive proposals**
- **45 CFR 75.327(e) – shared service agreements**

If the cost of a good or service was obtained through procedures described in **45 CFR 75.329(b)**, price quotes were obtained, and the selected provider was not the lowest of the rate or price quotes obtained by the agency, document the explanation provided by management and include in the agreed-upon procedures report. In addition, the agreed-upon procedures report must also identify the total price difference between the amount included in the cost report and the lowest quote.

- f. The good or service purchased was medically necessary by obtaining, from the

provider, the student or students for which the item was purchased. Obtain the student's case file and verify the item was identified within the student's IEP and/or the ETR if scope is provided according to **OAC 5160-35-04 (B)(1) and (B)(2)**. (Note: If the item was purchased for use by multiple students, it is only necessary to select one of the student's IEP.)

If the item is not identified within a student's IEP as being medically necessary, prepare a proposed cost adjustment using Schedule C to remove the applicable portion of the expenditure amount from the cost report and corresponding section.

- g. Procurements for equipment or fixed assets were less than the agency's capitalization threshold.

If the cost of equipment is equal to or in excess of the capitalization threshold, verify whether the item has a useful life of at least 1 year using the AHA's "Estimated Useful Lives of Depreciable Hospital Assets" guide, 2018 Edition. If the item has a useful life of 1 year or more calculate the depreciation amount using the useful life identified in the AHA guide, cost of the item, time of service, and by using an estimated salvage value of 10%. Prepare a proposed cost adjustment using Schedule C to remove the total cost from the "Direct Medical Supplies, Materials & Other Cost" category and prepare a cost adjustment for the amount of calculated depreciation. The proposed cost adjustment for depreciation should be identified on Schedule C and result in an increase to the "Direct Medical Equipment (in excess of Capital Threshold)" category.

## CLAIMS ADJUSTMENT CHART

Claims Adjustment Chart			
Provider:		Provider Number:	
Schedule	Number of Claims Tested	Number of Adjustments	Percentage of Adjustments
P			
P - Transportation Claims			

# PROJECT BUILDERS' RISK QUOTATION

<b>Named Insured:</b>	Clearview Local Schools	
	4700 Broadway Ave, Lorain, OH 44052	
<b>Job Site Address:</b>	4700 Broadway Ave Lorain, OH 44052	
<b>Policy Period:</b>	08/11/2021 to 08/11/2022	
<b>Writing Company:</b>	Federal Insurance Company	
<b>Limits of Insurance:</b>	\$ 4,500,000	Contract Works
	\$ 1,000,000	Flood limit is an Annual Aggregate
	\$ 1,000,000	Earthquake limit is an Annual Aggregate
	\$ 150,000	Soft Costs
	\$ 100,000	In Transit
	\$ 1,000,000	Effects of Law
	\$ 100,000	Temporary Locations (While Awaiting Delivery)
	\$ 50,000	Electronic Data and Valuable Papers
	\$ 50,000	Expediting Expenses
	\$ 50,000	Rental Income
	\$ 25,000	Fungus Clean-up or Removal
	\$ 25,000	Loss Prevention Expenses
	\$ 150,000	Debris Removal
	\$ 50,000	Pollutant Clean Up Or Removal
	\$ 25,000	Preparation of Loss Fees
	\$ 25,000	Public Safety Service Charges
<b>Deductible:</b>	\$ 2,500	Per Occurrence, except
	\$ 25,000	Flood
	\$ 25,000	Earthquake
	7 Days	Soft Costs Waiting Period
	12 Hours	Rental Income Waiting Period
<b>Coverage:</b>	As per Form 04- 02- 0604 (Rev. 9-05), basic highlights.	
<b>Ratable Exposure:</b>	\$	
<b>Annual Rate:</b>	0.094	
<b>Policy Term Premium:</b>	\$ 4,343.00	
<b>Minimum Earned Premium:</b>	\$ 0.00	
<b>Taxes:</b>	\$ 0.00	
<b>Surcharges:</b>	\$ 0.00	
<b>Total Premium:</b>	\$ 4,343.00	

## **PROJECT BUILDERS' RISK QUOTATION**

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

*Portion of Total Premium Attributable for Terrorism and Statutory Standard Fire where applicable is \$90.00  
The corresponding annual rate for this premium is 0.021.*

### **FATCA COMPLIANCE**

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

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

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

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

The state in which this policy is issued may require that we advise you that if available, the following condition is added to your policy:

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

## OPTIONAL ENDORSEMENTS

Additional Exclusion	Not Applicable
Amended Definition	Not Applicable
Amended Exclusion	Not Applicable
Business Income	\$ Not Applicable
Deductible	\$
Waiting Period	
Civil Authority # Miles	
Auditor's Fees	\$
Loss Of Utilities	\$
Pollutant Cleanup	\$
Business Income & Extra Expense	\$ Not Applicable
Deductible	\$
Waiting Period	
Civil Authority # Miles	
Auditor's Fees	\$
Loss Of Utilities	\$
Pollutant Cleanup	\$
Deletion Of Exclusion	Not Applicable
EQ & EQ Sprinkler Leakage Exclusion	Not Applicable
EQ & EQ Sprinkler Leakage Limits of Ins	\$ 1,000,000 limit is an Annual Aggregate
Deductible	\$ 25,000
Earthquake Exclusion	Not Applicable
EQ Percentage Deductible	Not Applicable
Minimum Deductible	\$
Waiting Period	
EQ Specific Limits of Insurance	\$ Not Applicable
Deductible	\$



## OPTIONAL ENDORSEMENTS

Flood Exclusion	Not Applicable
Flood Specific Limits of Insurance	\$ 1,000,000 limit is an Annual Aggregate
Deductible	\$ 25,000
Flood & Surface Water Exclusion	Not Applicable
Hot Testing Coverage Permission To Occupy	\$ 2500 Deductible
From Date	08/11/2021
To Date	08/11/2022
Named Windstorm Percentage Deductible	Not Applicable
Minimum Deductible	\$
Waiting Period	
Permission To Occupy	Not Applicable
Schedule Of Loss Payees	Not Applicable
Surface Water Specific Limits of Insurance	\$ Not Applicable
Deductible	\$
Theft From Unattended Conveyances Exclusion	Not Applicable
Theft From Unattended Conveyances During Loading & Unloading Exclusion	Not Applicable
Theft from Unlocked Conveyances Exclusion	Not Applicable
Theft From Unlocked Conveyances Including Carriers For Hire	Not Applicable
Theft & Vandalism at Jobsites & Storage Locations w/o Fencing & Lighting Exclusion	Not Applicable
Unintentional Errors Or Omissions	\$ 4,500,000
Deductible	\$ 2,500

## OPTIONAL ENDORSEMENTS

Wind Or Hail Exclusion Not Applicable

Wind Or Hail Percentage Deductible Not Applicable

Minimum Deductible \$

Waiting Period

Wind Or Hail Specific Limits Of Ins \$ Not Applicable

Deductible \$

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

**Intended Occupancy:** Schools-Grammar/High School

**Type of Construction:** New Construction of a Building

**Construction:** Masonry Non Combustible

**Security:** None

**Protection Class:** 5

**Flood:** Outside of a 500 Year Flood Plain

**Contractor Developer Years**

**In Business:** 6 - 24

**Contractor Developer Paid**

**Losses Past 5 Years:** No Losses

## PROJECT BUILDERS' RISK

**CHUBB®**

### Coverage Summary

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

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

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

### Additional Coverage

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

### Some Unique Features

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

### Extensions of Coverage

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

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

### Chubb Services & Qualities

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

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

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



**EA** education  
alternatives

## SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ 2021, between **Clearview Local School District** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

## BACKGROUND

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

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

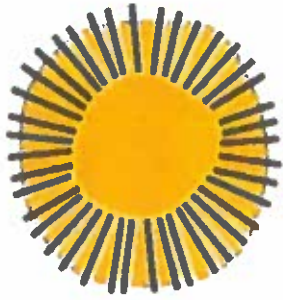
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2021-2022 school year;

The Parties agree as follows:

### 1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individualized Education Program ("IEP") team determination.

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



**EA** education  
alternatives

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behavior management for children ages 3-5.

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

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

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

3. **Term.** The term of this Agreement shall begin July 1st, 2021 and will automatically expire June 30th, 2022.

4. **Rates and Billing.**

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

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

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

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

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

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

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



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

## 6. Education Records.

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

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

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

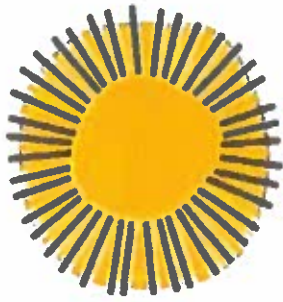
## 7. Background Checks And Teacher Licenses.

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

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

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

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



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

**10. Miscellaneous.**

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





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

**EDUCATION ALTERNATIVES**

By:

Gerald Swartz, Executive Director

**Clearview Local School District**

By:

Name:

Title:





**EA** education  
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**Schedule A**  
**Education Alternatives Per Diem Rates 2021-2022**

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



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## STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2021, between **Clearview Local School District** (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, ("EA").

### BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2021-2022 school year;

### THE PARTIES AGREE AS FOLLOWS:

#### 1. Scope Of Services: EA shall:

- a. Provide transportation services for the Districts' students, based upon the District's transportation needs during the Term of this Agreement; EA's transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

#### 2. Representations And Warranties. EA represents and warrants that:

- a. EA's vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education's ongoing requirements of having a current driver's license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



3. **Term Of The Agreement.** This Agreement will commence July 1, 2021 and expire on June 30, 2022 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.

4. **Daily Rates, Billing And Payment.**

- a. The District shall compensate EA **\$42.00 per day** for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
- b. The District shall compensate EA an additional **\$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").
- c. The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
- d. EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
- e. In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.

5. **Insurance.**

- a. **General Corporate Liability.** During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. **Automobile Liability.** EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.

6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acting directly or indirectly for EA in connection with EA's performance under this Agreement.

7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain



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employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.
9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.
11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.
12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.
13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.
14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



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

**EDUCATION ALTERNATIVES**

By:   
Gerald Swartz, Executive Director

**THE DISTRICT**

By: Clearview LPS

Name: Mary Ann Nowak 8/9/2021  
Treas./CFO



**HZW**  
Environmental  
Consultants

EXHIBIT VII.A.12

June 16, 2021

Ms. Mary Ann Nowak  
Treasurer  
Clearview Local Schools  
4700 Broadway Avenue  
Lorain, Ohio 44052

**Subject:** *Proposal to Conduct a Wetland Delineation and Provide Affirmation Assistance on the Approximately 19-Acre Northern Portion of Parcel 0201003262044 Located in the City of Lorain, Lorain County, Ohio*

Dear Ms. Nowak:

In accordance with your request, HZW Environmental Consultants, LLC (HZW) is pleased to submit for your consideration this proposal to conduct a wetland delineation and provide affirmation assistance on the approximately 19-acre northern portion of parcel 0201003262044 located in the City of Lorain, Lorain County, Ohio (herein referred to as the "Study Area"). We propose to provide these professional services to Clearview Local Schools, herein referred to as the "Client", in accordance with the terms and conditions set forth herein. The approximate boundaries of the Study Area are shown in Attachment 1 as provided by the Client.

#### **SCOPE OF SERVICES**

##### **Task 1 - Wetland Delineation**

At this time, all wetland delineations within the North Central and Northeast Regions must be performed in accordance with the Regional Supplement to the United States Army Corps of Engineers' (Corps') 1987 Wetland Delineation Manual Version 2 (Regional Supplement). In order to determine if potentially-regulated water bodies, including "wetlands", are present within the boundaries of the Study Area, HZW will perform a wetland delineation in accordance with the procedures described in the Regional Supplement. Elements of the delineation will include the following:



- A. Reviewing available maps from the United States Department of Agriculture, the United States Department of Interior, and the United States Geological Survey to identify native soils, drainage including streams, and vegetation within the boundaries of the Study Area.
- B. Conducting a field investigation of the Study Area to identify the presence of potentially-regulated surface waters on site, including areas exhibiting wetland characteristics.
- C. Designating non-wetland and wetland data points during the field activities for the preparation of the Corps-approved wetland determination data forms and photographic documentation of findings. HZW will record observations regarding soils, hydrology, and vegetation at each data point in order to determine if each area meets the three (3) wetland criteria.
- D. Providing field staking or flagging of the limit of areas determined to be wetlands as defined by the Regional Supplement.
- E. Using a Global Positioning System (GPS) unit to map the location of the flags used to determine the approximate location and acreage of wetlands identified within the boundaries of the Study Area. The accuracy of the GPS is generally less than one (1) meter. The approximate location of any streams and/or ponds identified on site will also be depicted on the map prepared under this subtask, if not already indicated on the base mapping provided by the Client.
- F. Conducting an Ohio Rapid Assessment Method (ORAM) on any wetlands and a Qualitative Habitat Evaluation Index (QHEI) or Headwater Habitat Evaluation Index (HHEI) on any identified streams within the Study Area. This data will be retained by HZW for the purpose of future project permitting. Preliminary resource categorizations will be communicated to the Client and full assessment datasheets can be prepared at the Client's request for an additional fee.
- G. Using the information collected as part of Subtasks A through E, above, to prepare a summary report in a format approved by the Corps, which identifies wetland-type soils, vegetation, and surface water hydrology within the Study Area boundaries. In addition, any streams or other surface waters observed on site will be discussed within the report. A photographic log of the Study Area and the map prepared as part of Subtask E will be included in the report. The report will contain a permitting summary outlining future permitting scenarios based on future use of the Study Area. The Client will be provided with one (1) electronic copy of the summary report. If requested, the map showing the wetland boundaries prepared under Subtask E will also be provided to the Client electronically. A hard copy of the report can be provided upon request.

It should be noted that, prior to any Study Area acquisition activities and/or commencement of any construction activities associated with the Study Area, the Client may wish to obtain an affirmation of the wetland delineation and jurisdictional determination of the wetland classifications (i.e., "adjacent" or "isolated") from the Corps or regulating state agency.

## **Task 2 – Wetland Affirmation Assistance**

In order for the Client to proceed with the proposed project at the Study Area, it is recommended that the wetland delineation be verified by the Corps and a letter of affirmation and jurisdictional determination of the wetland classifications (i.e., "non-isolated" or "isolated") should be obtained. In order to assist the Client in obtaining this letter, we will:

- A. Upon approval from the Client, submit one (1) copy of the wetland delineation report prepared by HZW to the Corps along with a request for affirmation of the wetland boundaries and jurisdictional determination of the wetland areas.
- B. Attend one (1) field visit with the Corps to assist in the affirmation process, if a field visit is deemed necessary.
- C. Should the Corps request re-evaluation of any areas or modification of any wetland/stream boundaries, prepare an addendum report and/or revised mapping.

#### **INFORMATION/SERVICES PROVIDED BY THE CLIENT**

The following information and services shall be provided to HZW by the Client:

- 1. Access to the Study Area during normal working hours.
- 2. Any pertinent background information, documentation, regulatory agency correspondence, Storm Water Pollution Prevention plans, and/or survey and topography information related to the proposed impacts within the Study Area that is available to the Client for HZW's completion of the services outlined above.

#### **FEE AND BILLING**

HZW will accomplish the work outlined above for the following fees:

Task 1 (Wetland Delineation).....Lump Sum Fee of \$3,685.00  
Task 2 (Affirmation Assistance).....Hourly, Not to Exceed \$985.00

Monthly billing for Task 1 will be based on the estimation of percentage of completion and monthly billing for Task 2 will be based on hours accrued. Invoices are due and payable twenty-five (25) days following receipt.

#### **CLOSURE**

In addition to the matters set forth herein, our agreement shall include and be subject to the Standard Provisions attached hereto and hereby incorporated herein. The term "Client" as used in the Standard Provisions shall be understood to refer to Clearview Local Schools. The Standard



Provisions shall apply to this agreement, regardless of the method of authorization. Should any terms stated in the Standard Provisions and this letter agreement conflict, the terms of the letter agreement shall take precedence.

If you concur in the foregoing and wish us to proceed with the aforementioned work, please execute this letter agreement, **initial the authorized Task(s) and attached Standard Provisions in the spaces provided**, and return the same to the undersigned. Fees and times stated in this agreement are valid for sixty (60) days from the date of this agreement by HZW.

Please call us should you have any questions regarding this letter agreement. We look forward to working with you on this project.

Sincerely,

**HZW ENVIRONMENTAL CONSULTANTS, LLC**



Rachel Davidson  
Project Manager, Wetlands & Ecology

RMD:rmd\js  
Attachment: Standard Provisions  
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**Clearview Local Schools**

Agreed to this 9<sup>th</sup> Day of August, 2021

Task 1 (Wetland Delineation) \_\_\_\_\_

Task 2 (Affirmation Assistance) \_\_\_\_\_

By: MARY ANN NOWAK, TREASURER/CFO  
(Please Print Name and Title)

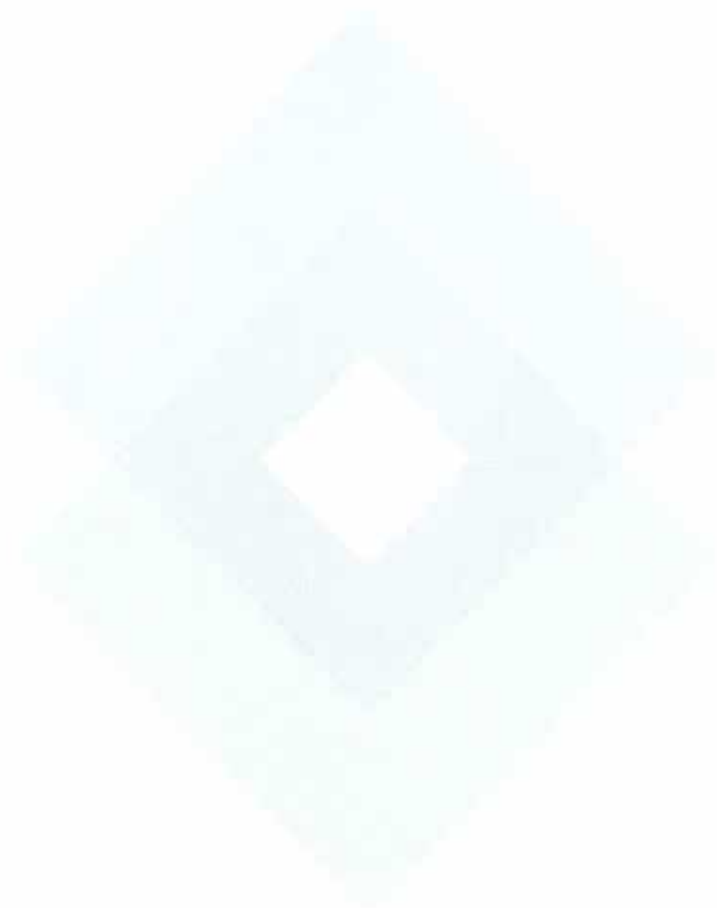
Signature: Mary Ann Nowak

Witness: Jody Booker

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**ATTACHMENT 1**

**STUDY AREA MAP**







E Dr 2nd St

Ridge Ave

E Dr 4th St

E Dr 5th St

E Dr 6th St

E Dr 7th St

Jefferson St

E 41st St

E 43rd St

Broadway

N Ridge Rd

© 2021 Google

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## **ATTACHMENT 2**

### **STANDARD PROVISIONS**





**1. Information Provided by Others.** Client shall provide to HZW Environmental Consultants, LLC, ("Consultant") all pertinent background information related to the project. The sources of any such information may include, but are not limited to, Client. Client recognizes that it is impossible for Consultant to assure the sufficiency or accuracy of such information, either because it is impossible to do so, or because of errors or omissions by others which may have occurred in assembling the information. Accordingly, Consultant may rely on all information provided to it, and Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from errors, omissions, or inaccuracies in documents or other information provided to Consultant by sources which may include, but are not limited to, Client, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of, or otherwise regarding, any such claim.

**2. Right of Entry.** Client shall provide or assist Consultant in gaining the right to enter property owned by Client and/or other(s) in order for Consultant to fulfill the scope of services included hereunder.

**3. Notification of Hazardous Materials.** When wastes, materials and/or substances or other materials or substances hazardous and/or toxic to human health or to the environment, whether regulated or unregulated, ("Hazardous Materials") are known, assumed or suspected to exist at a site, Consultant is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that Consultant deems prudent to minimize risks to its employees and the public. Should Client know or have any reason to assume or suspect that Hazardous Materials exist at the project site, Client will inform Consultant prior to project initiation, and advise Consultant of such known or suspected Hazardous Materials' type, quantity, and/or location.

**4. Scope of Services.**

a. In the event that the Scope of Services for this Agreement was developed by Consultant, Client acknowledges that it was prepared at Client's direction and without input from Client and/or other professionals retained (directly or indirectly) by Client. Client further acknowledges that, as a result, Consultant has been required to make various assumptions about Client's needs and preferences, as well as Client's ability to obtain certain services from other sources. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from the assumptions made by Consultant in developing the Scope of Services and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such assumption in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

b. In the event that the scope of services for this project was developed by a party other than Consultant, Consultant makes no claims as to its adequacy, since Consultant was not involved in or privy to the information and considerations that it reflects. Accordingly, Client acknowledges that Consultant is forced to assume that the scope of services is fully adequate for Client's purposes. Client also acknowledges and understands that Consultant assumes that Client has an alternative source from which to obtain any needed or desired services not listed. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from Consultant's failure to perform services limited by or not included in the scope of services, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**5. Disturbance of Property/Adverse Property Conditions.** Client understands that use of exploration equipment may cause some disturbance to the property, the correction of which is not part of this Agreement. Client also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may affect a property's value. Accordingly, Client waives any claim against Consultant, and agrees to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from said conditions, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**6. Limiting Conditions:** Certain conditions may be encountered in the field which limit the Consultant's ability to complete all or part of the Scope of Services. These may include (but are not limited to) locks on gates, doors, or fences; flooded basements; immovable equipment or machinery; structurally unsound buildings, walkways, "cat walks", etc.; snow cover; debris/fill piles; or active game hunting in the immediate area where the Consultant is to implement the Scope of Services. In the event of a limiting condition, the Consultant will endeavor to contact the Client as soon as practical to advise of the limiting condition, and request direction on how to complete the Scope of Services, given the limiting condition. Should the Client direct the Consultant to return to the site once the limiting condition has been removed or otherwise abated, such a re-inspection of the work site by the Consultant may be considered an Additional Service, and subject to additional compensation above that contemplated in the original agreement. Should the Client direct the Consultant to disregard the limiting condition, the Client will waive any claim against Consultant, and agree to defend, indemnify and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from said conditions, and agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**7. Job Site Safety.** Consultant is responsible for its own employee's activities on the job site. Neither this Agreement, nor the professional activities of Consultant, nor the presence of Consultant or its employees and/or subcontractors shall be construed to imply Consultant has responsibility for the methods of work performance, superintendence, sequencing of construction, or safety of others in, on, or about the job site.

**8. Opinions of Cost.** Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to the costs of services, construction or materials shall be made on the basis of its experience and qualifications and represent its best judgment; however, Consultant cannot and does not guarantee that bids or actual costs will not vary from opinions of probable cost.

**9. Graphic Presentation of Wetland Boundaries.** Client acknowledges and agrees to the following: Many wetland investigations are conducted on properties devoid of physical landmarks. The graphic presentation of wetland boundaries on maps and in reports will be based upon field measurement techniques (such as compass triangulation, pace-and-compass traverses, etc.) using available physical landmarks. The graphic presentation of wetland boundaries is, therefore, approximate given these limitations, as will be any calculation of wetlands area based upon this graphic presentation. Should precise presentation of wetland boundaries or total wetlands area be required by Client, a registered professional land surveyor should be retained to provide this information to Consultant.

**10. Field Boundary Location.** Client acknowledges and agrees to the following: Wetland boundaries are subjective, based upon Consultant's, or another trained investigator's interpretation regarding the satisfaction of wetland criteria at the time of the field investigation. In the field, Consultant will use flagging to denote its interpretation of wetland boundaries. If Client requires staking or more permanent marking of wetland boundaries, Client will advise Consultant, so that the scope and fee of this Agreement may be modified, as appropriate.

**11. Reuse and/or Revision of Documents.** All documents prepared by Consultant pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant; and Client shall indemnify and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising, or allegedly arising, out of or resulting therefrom. Any revision, verification or adaptation after Consultant's submission of its final work-product to Client will entitle Consultant to further compensation in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**12. Standard of Care.** In performing its professional services hereunder, Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing at the same time in the same or similar locality. No other warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services hereunder.

**13. Maintenance of Professional Standards and Ethics.** Client acknowledges that Consultant's services in all cases must be rendered in accordance with prevailing professional standards and ethics, as well as certain laws or regulations that apply to Consultant. Client further acknowledges that the responsibility for making reports or disclosures to any governmental agency or third party is solely that of the Client and/or the owner of the property that is the subject of the services, unless otherwise required by prevailing legal or professional standards.

**14. Notice of Deficiency.** Client, Client's personnel, contractors and subcontractors shall promptly notify Consultant of any deficiency or suspected deficiency in Consultant's work, in order that Consultant may take prompt, effective measures to address any perceived deficiencies.

**15. Invoices.** Invoices will be submitted by Consultant to Client monthly for services performed and expenses incurred pursuant to this Agreement. Client recognizes that time is of the essence with respect to payment of Consultant's invoices and that timely payment is a material part of the consideration of this Agreement. Payment of each such invoice will be due within twenty-five (25) days. A service charge will be added to delinquent accounts at the maximum rate allowed by law for each month of delinquency.

**16. Non-Contingency.** Client acknowledges and agrees that the payment for services rendered and expenses incurred by Consultant pursuant to this Agreement is not subject to any contingency unless expressly set forth in writing in this Agreement

**17. Failure to Pay.** If Client fails to make any payment due Consultant for services and expenses within sixty (60) days after Consultant's transmittal of its invoice therefor, Consultant may, after giving seven (7) days' advance written notice to Client, suspend services under this Agreement until it receives payment in full for all amounts due. Consultant may also initiate legal proceedings to collect. In cases where the Consultant has issued reports and/or letters of reliance, Consultant may also notify the Client and any other party to which these reports and/or letters of reliance were issued of the Consultant's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of the Consultant, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return of all documents and/or letters of reliance, and provide written notification to any party to which Consultant's reports or data were disseminated, notifying them of the Consultant's withdrawal of reliance. In addition to all amounts due and payable pursuant to Consultant's invoices, Consultant may collect accrued interest and its reasonable attorneys' fees and other expenses related to the collection proceeding. Such expenses shall include, but shall not be limited to, the cost of the time devoted by Consultant's officers, directors, employees, and agents devoted to such proceeding and Consultant's related expenses, determined in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**18. Compensation for Additional Services.** The undertaking of Consultant to perform professional services under this Agreement extends only to those services specifically described herein. If Client and Consultant agree that Consultant shall perform additional services ("Additional Services") hereunder, Client shall pay Consultant for the performance of such Additional Services (in addition to all other amounts payable under this Agreement) in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**19. Changed Conditions.** In the event of an occurrence or discovery that was not originally contemplated by or known to Consultant in developing the original scope of services and fees, Consultant, in its sole discretion, may request modification of this Agreement. In the event of such a request, Consultant shall identify to Client the change in conditions which, in Consultant's judgment, make such modification necessary. If a modified Agreement or specific Additional Services cannot be agreed to, this Agreement may be terminated.

**20. Changed Costs.** Consultant shall have the right to increase the compensation payable by Client to Consultant for any non-lump sum project in the event that performance of this Agreement extends beyond March 1 (the date on which Consultant annually revises its fee and reimbursement schedule) of any calendar year and/or in the event that Consultant must modify services, facilities or equipment to comply with laws or regulations that become effective after execution of this Agreement, provided that Consultant shall give Client thirty (30) calendar days' prior notice as to the cause for escalation and justification for the additional amounts involved.

**21. Indemnification by Consultant.** Consultant is protected by Workmen's Compensation Insurance and other insurance, and will furnish certificates of insurance upon request. Consultant agrees to hold Client harmless from loss, damage, injury, or liability arising, or allegedly arising, directly from the negligent acts or omissions of Consultant, its employees, agents, subcontractors and their employees and agents to the extent that the same is actually covered and paid under the foregoing policies of insurance.

**22. Limitation of Liability.** To the fullest extent permitted by law, Client will limit any and all liabilities, claims for damages, costs of defense, and/or expenses to be levied against Consultant (whether by Client or by any other person or entity) on account of any and all defects, errors, omissions, negligence and other claims and liabilities to the amount actually paid in compensation to Consultant or paid under said insurance policies, whichever is greater. Client shall defend, indemnify and hold Consultant harmless from any claim or liability in excess of this amount. Further, Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by Consultant of such limitation on, and indemnification for, claims and liabilities, and require as a condition precedent to its performance of such work an identical limitation on, and indemnification for, claims and liabilities on its part as against Consultant. In the event Client fails to obtain an identical limitation and indemnification provision, Client shall indemnify and hold Consultant harmless for any claims and liabilities in such a manner and to such extent that the aggregate liability of Consultant shall not exceed the aforementioned amount.

**23. Consequential Damages.** Client shall not be liable to Consultant and Consultant shall not be liable to Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by Client or Consultant, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**24. Delays.** Consultant's field or technical work may be interrupted due to causes beyond its control. Client shall not hold Consultant responsible for damages or delays in performance caused by acts of God or other circumstances. For purposes of this Agreement, acts of God and other circumstances beyond the control of Consultant include, but are not limited to, unusual weather; floods; epidemics; war; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; denial of, or impediment to, site access; insufficient or incomplete delivery of information requested from Client, regulatory agencies, or third parties; or inability, despite reasonable diligence, to obtain personnel, equipment or material for the project.

**25. Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of changed conditions or the substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination by either party, Consultant will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by Consultant as a result of such termination. In the event Consultant's compensation under this Agreement is a fixed fee, upon such termination the amount payable to Consultant for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by Consultant, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

**26. Confidentiality.** Consultant agrees to keep confidential and not to disclose to any person or entity, other than Consultant's employees and subcontractors, without the prior consent of Client, all data and information which are furnished to Consultant by Client and which are marked CONFIDENTIAL; provided, however, that this provision shall not apply to data which are in the public domain, or were generated by or previously known to Consultant, or which were acquired by Consultant independently from third parties which have no obligation to Client to keep said data and information confidential. These provisions shall likewise not apply to information, in whatever form, that comes into the public domain through no fault of Consultant. Nor shall these provisions restrict Consultant from disclosing any information or data when ordered by a court, administrative agency or other authority with apparent jurisdiction. Consultant may use Client's name and a general description of Consultant's services for Client for marketing purposes.

**27. Binding Effect.** This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

**28. Third-Party Exclusion.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party. Client agrees that Client shall not disclose to any third party any data, reports or other information furnished by Consultant to Client under this Agreement without the prior written consent of Consultant, and in the absence of such consent, Consultant shall have no liability to Client for claims resulting from such disclosure. Client further agrees to indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising, or allegedly arising, from Client's disclosure to a third party, and/or a third party's use of, any data, reports or other information furnished by Consultant.

**29. Controlling Law.** This Agreement shall be governed by the law of the State of Ohio without regard to its conflict of laws procedures.

**30. Location of Litigation.** In the event that Client wishes to commence litigation against Consultant, Client agrees that it may bring such litigation only in the Court of Common Pleas for Lake County, Ohio or in the U.S. District Court for the Northern District of Ohio, Eastern Division or such other courts which include Lake County, Ohio within their territorial jurisdictions.



**31. Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated against Consultant by Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to Consultant, Client shall reimburse Consultant for all of its attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost to Consultant for any time spent and expenses incurred, in accordance with Consultant's prevailing fee schedule and expense reimbursement policy.

**32. Alternative Dispute Resolution.** In the event of a dispute between Consultant and Client which is not resolved in good faith negotiation, Client agrees to negotiate in good faith to find or craft an alternative dispute resolution mechanism (i.e., a dispute resolution technique which does not involve a court of law.)

**33. Time Limit for Claims.** Client agrees that it will not pursue claims against Consultant more than two (2) years after Consultant's performance of the work from which the claim arises or to which it relates.

**34. Extension of Protections.** Client agrees to extend any and all limitations, indemnifications and waivers provided by Client to Consultant to those individuals and organizations Consultant retains for proper execution of the work. These include, but are not limited to, Consultant's officers, directors, and employees and their heirs and assigns, as well as Consultant's agents, subconsultants and subcontractors and their officers, directors, employees, and their heirs and assigns.

**35. Instruments of Service.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant are copyrighted instruments of service. In the case of a failure to pay the Consultant by the Client, all such instruments of service will be considered the rightful property of the Consultant, not the Client, and returned to the Consultant in accordance with the Failure to Pay paragraph of these provisions. These instruments of service will be retained by Consultant for a period of ten (10) years following completion of the work, during which time they will be made available to Client, upon prior request, for review at reasonable times. Further, the contents of this proposal may not, for any purpose, be copied, or be provided or otherwise communicated, in whole or in part, to any party other than Client or Client's legal counsel.

**36. Photographs.** Photographs of any completed project embodying the services of Consultant provided hereunder may be made by Consultant and shall be considered as its property and may be used by it for publication, marketing or other promotional purposes.

**37. Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provision hereof. If any provision of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

**38. Survival.** The above terms and conditions regarding limitation of liability and indemnification shall survive the completion of the services under this Agreement and the termination of this Contract for any cause.

**39. Titles.** The titles used in this Agreement are for general reference only and are not part of the Agreement.

**40. Merger.** This Agreement constitutes the entire Agreement between Consultant and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both Consultant and Client.

Initial by Client: \_\_\_\_\_

Initial by Consultant: \_\_\_\_\_



### **OPERATING SERVICES LICENSE AGREEMENT**

This License Agreement ("Agreement") is entered into as of the 6 day of June, 2021 ("Effective Date") by and between LEARN21: A Flexible Learning Collaborative, an Ohio non-profit corporation, ("LEARN21") and Clearview Local Schools ("Licensee"), a Public School whose principal place of business address is 4700 Broadway Avenue, Lorain, OH 44052, for access to and use of certain Operating Services made available by Learn21, subject to and bound by the terms and conditions of this Agreement, as set forth herein:

**1.0 Definitions.**

- 1.1 "Licensee" shall mean Clearview Local Schools and, as to all obligations and limitations contained herein, shall include its employees, managers, directors, officers, employees and agents, acting under Licensee's direction and control or on behalf of Licensee, for whom Licensee takes responsibility.
- 1.2 "License" shall mean the License granted by this Agreement, to access and use the specified software and servers to obtain the Operating Services.
- 1.3 "Agreement" shall mean this Agreement and all Schedules and Exhibits attached hereto or attached by reference, now or in the future, that contain the terms and conditions applicable to the parties hereto.
- 1.4 "Commencement Date" shall be the date occurring the day after the Trial Term ends, and the first non-trial term begins.
- 1.5 "Confidential information" shall mean any information related to LEARN21, its personnel, its licensees, its suppliers, its plans, the Operating Services, or the education industry, including, but not limited to trade secrets, but nonetheless information that is not generally known, that may be of benefit to LEARN21 or the release of which could cause harm to LEARN21 or benefit LEARN21 competitors or potential competitors.
- 1.6 "Operating Services" shall mean those services obtained through the accessing and use of the specified LEARN21 software and servers, making such services available to Licensee and Licensee's authorized users, under the terms and conditions set forth in this Agreement, and as specified in Schedule A attached hereto and made part hereof.
- 1.7 "Integration Services" shall mean those acts performed by LEARN21, including, but not limited to the services set forth in Schedule B attached hereto and made part hereof, which services will permit Licensee and others authorized herein, to access and use the specified software, as provided herein.
- 1.8 "Trade Secret" shall mean trade secret as defined in the Ohio version of the Uniform Trade Secrets Act.
- 1.9 "Trial Term" shall mean a cost-free trial period, as set forth in the Trial Term Addendum No. 1 attached hereto and made part hereof.

2.0 **License**. LEARN21 grants to Licensee and Licensee accepts, in accordance with the terms and conditions set forth hereafter, a non-transferable, non-exclusive license to access and use the LEARN21 servers and software to obtain and use the Operating Services, identified in Schedule A. This Agreement also includes setup, hosting, and Integration Services by LEARN21.

2.1 **Contractual Restrictions**. Licensee agrees that it has no contractual restrictions on entering into this Agreement; that it is legally permitted to enter into this Agreement; and that it will and can comply with all of the terms and conditions set forth herein. Licensee also agrees that there are no local, state or federal statutes, rules, or regulations that interfere with Licensee's ability to fulfill all of its obligations herein or enforcement of this Agreement by LEARN21.

2.2 **Trial Term**. A Trial Term shall begin on the Effective Date of this Agreement and continue as set forth in the Trial Term Terms and Conditions, attached hereto and made part hereof as Addendum No. 1.

2.3 **Term**. The first term of this Agreement shall commence the day after the Trial Term ends and shall run until the next occurring June 30. At the conclusion of the Trial Term, the yearly fees will be prorated from the Commencement Date to the next occurring June 30. Subsequent renewal terms shall run for a period of one (1) year, starting on July 1<sup>st</sup> and ending on the next occurring June 30. This Agreement may be renewed by Licensee for additional one (1) year terms, which would include any modifications to the Agreement. A copy of the modified Agreement, if any, will be sent to Licensee no less than thirty (30) days before the end of a term.

2.4 At the end of the Trial Term or any regular one (1) year term, should Licensee wish to continue to use and access the specified software and continue to obtain the Operating Services, Licensee must submit a purchase order ("PO") to LEARN21. The PO must be submitted to LEARN21 no less than fourteen (14) days prior to the end of the Trial Term or regular one (1) year term, in order to assure sufficient time to review, discuss and try to reach an agreement on the terms of the PO. If a PO is not issued to LEARN21 in a timely manner or an agreement on the PO is not reached, LEARN21 may be unable to assure continuous access to and usage of the specified software at the end of the Trial Term or other regular term. Should the Trial Term or any subsequent term expire, with no agreement on the terms of a PO for a subsequent term, LEARN21 may suspend use of and access to LEARN21 servers, specified software and Operating Services, without further notice. LEARN21's failure to suspend such access and services, when it has a right to do so, shall not prejudice LEARN21's right to subsequently suspend such access and services at time during which there is no agreed PO in place for the continuation of such access and services.

2.5 If Licensee chooses to renew, the length of Licensee's obligation will be for an additional one (1) year term. Due to LEARN21's pricing structure and financial

projections, Licensee may not terminate this Agreement in mid-term, other than the trial-term, absent either (1) written agreement with LEARN21 permitting termination or (2) substantial breach of this Agreement by LEARN21.

2.6 **Use of Name and Trademarks.** All trademarks, service marks and trade names identifying LEARN21 or LEARN21 products or services (the "Marks") are the exclusive property of LEARN21. Licensee shall take no action which Licensee knows or should reasonably know is or will be likely to result in financial harm to LEARN21 or harm to its reputation or the goodwill in the Marks. Licensee acknowledges that use of the software may require that LEARN21 include Licensee's name in registrations and administrative filings which are available to the public. Licensee agrees that LEARN21 may include Licensee in LEARN21 marketing brochures and materials.

3.0 **Ownership.** Licensee acknowledges that no ownership rights nor any other rights of any kind are transferred by this license, other than the right to use the Operating Services only as provided herein. Licensee, its employees, agents, or others permitted access to the Operating Services, whether or not authorized by this Agreement, are prohibited from accessing the Operating Services code, reverse engineering, downloading, copying, selling, distributing, providing a copy of the Operating Services, in any format, or providing use of the Operating Services or otherwise transferring the Operating Services or any copy thereof or the user's manual or any copy thereof to any third party, including any parent, subsidiary or affiliate of Licensee. Any download or copy of the Operating Services, including the media upon which any such copy is placed, shall become the property of LEARN21 immediately upon the creation of such copy.

3.1 Licensee may not use the results from improperly accessing, reverse engineering or decompiling of the Operating Services or assist others in using such reverse engineering or decompiling, to create Operating Services, which are substantially similar to the Operating Services or which produce services that are competitive with the Operating Services.

3.2 This license is restricted to use by Licensee for Licensee's own business and operating purposes. It does not extend to any parent, subsidiary or other affiliated entities or political subdivisions of Licensee, as may now or in the future exist.

4.0 **License Fee.** The License Fee and the terms of payment are as shown in Schedule A, attached hereto and made part hereof.

5.0 **Taxes.** License fees paid for use of the Operating Services are exclusive of all federal, state and local taxes. If any tax is due as a result of this transaction, except for taxes based upon LEARN21's income, Licensee agrees to pay such amount.

6.0. **Proprietary Rights in the Specified Software and Operating Services.** Licensee acknowledges and agrees that the Operating Services, the specified software and Operating Services documentation and manuals, if any, and all copies (hereinafter all collectively

referred to as the "Operating Services") provided under this License, belong to LEARN21 and are subject to the LEARN21's proprietary rights. The nature of the Operating Services are to be considered both a trade secret and confidential information belonging to LEARN21, for which disclosure is prohibited, except to the extent specifically authorized by this Agreement. LEARN21 holds all rights, title and interest to the software and the Operating Services, including, but not limited to the file structures, codes, graphics and functionality. Such rights include rights in copyright, trade secret, and trademark.

6.1 Providing access to the specified software and Operating Services or other components of the specified software or Operating Services to any unauthorized third parties or permitting use by any such third parties, without the specific written consent of LEARN21, is absolutely prohibited.

6.2 Licensee agrees that it will immediately disclose to LEARN21 any violation of this Agreement, which comes to its attention, and will assist LEARN21 in halting or limiting damage from such violation and in pursuing whomever has caused such violation to occur, including providing assistance, documents and witnesses in seeking any injunctive relief. This section is in addition to, not in substitution of, any rights which LEARN21 may have at law or otherwise and is not limited as to duration by the term of this Agreement.

7.0 **No Transfer of this License.** This Agreement provides for no transfer of any rights, title or interest in the software or Operating Services. Licensee may not transfer, by assignment, sale, gift, or otherwise the specified software or Operating Services nor permit any form of lien or claim upon the specified software or Operating Services or any components of the specified software or Operating Services, or copies thereof, or any license rights granted herein, without the prior written consent of Licensee.

8.0 **Enhancements.** Licensee has no rights to create modifications or enhancements to the specified software or Operating Services, without written permission from LEARN21. Should Licensee, despite such prohibitions, create copies, modifications or enhancements, whether by permission or in violation thereof, in addition to all other rights available to Licensee at law, all ownership rights, title and interest to such copies, enhancements or modifications, shall belong solely to LEARN21. If created with the permission of LEARN21, Licensee is hereby granted a license to use such enhancements for so long as this Agreement and a current PO to access and use the Operating Services continues in force. However, this License is not generally for the purpose of creating enhancements. ANY ALTERATION OF THE SPECIFIED SOFTWARE OR OPERATING SERVICES, WHICH MAY HAVE UNDESIRABLE CONSEQUENCES, WILL VOID ALL WARRANTIES SET FORTH IN THIS AGREEMENT AND POTENTIALLY SUBJECT LICENSEE OR USERS TO LIABILITY THEREFORE.

9.0 **Data Privacy and Sharing** The Parties acknowledge that the Licensee is subject to the Family Educational Rights and Privacy Act (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education

records. As set forth in more detail below, the Parties agree that LEARN21 is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because LEARN21: (1) provides a service or function for which the Licensee would otherwise use employees; (2) is under the direct control of the Licensee with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Learn21 may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, LEARN21 agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification.

#### 9.1 LEARN21 May Not Use any Personally Identifiable Information ("PII").

Under no circumstances will LEARN21 sell, provide, or offer any PII to any 3<sup>rd</sup> party for any reason, other than as may be needed for the purpose of improving the operating software or by order of any governmental authority. Under no circumstances will LEARN21 access, copy or use any PII for any reason, other than as may be needed for the purpose of improving the operating software. In such a circumstance, all PII, so used, will be deleted in its entirety, so as to be unrecoverable, as soon as use for improving the software is completed. Further, upon the termination of this Agreement with LEARN21 or any renewals hereof, all PII in LEARN21's possession, along with any copies, summaries or outlines of such PII, will be deleted from all electronic systems, so as to be unrecoverable, and all hard copy will be destroyed, within no more than thirty (30) days after termination. Licensee shall be notified of such deletion and destruction.

**10.0 Data Storage and Access.** LEARN21 uses significant security measures to protect the privacy of our users' data. These security protections include, but are not limited to, de-identification of certain personally identifiable information, encryption of all data at rest, and encryption of all data in transit. Licensees data will be in a fully hosted, managed virtual data center service that provides a comprehensive and private secure cloud computing site. Licensees will receive a comprehensive file backup solution daily that protects users against data loss. LEARN21 considers and acknowledges all data that LEARN21 may gather from Licensee or devices it owns and manages is the property of the Licensee. LEARN21's Licensees have complete and unequivocal rights to their data and how they wish their data to be utilized. Licensee can request access, removal, purging of Licensee data at any time by sending an email to [info@learn21.org](mailto:info@learn21.org).

**11.0 Security.** LEARN21 uses industry best practice security technology, including next generation firewalls, network access controls, and DDoS mitigation, to protect against access, loss, misuse, or alteration of user information. All data resides in SOC 2-compliant data centers in the United States. Accessing LEARN21 services from another jurisdiction, you hereby consent to the transfer and processing of your information in the United States. LEARN21's

Privacy Policy does not extend to any limitations inherent in the Internet or World Wide Web that are beyond LEARN21's control. LEARN21 implements password security requirements based on current available best practices; however, it is the Licensee's responsibility to not disclose their passwords. Each user is obligated to maintain the secrecy of the user's password. LEARN21 also takes steps to protect Licensee's personal information offline by limiting the number of people who have access to Licensee's servers and to personal information. In the event of a breach of security affecting personal information, we will take such notification and other steps as may be required under applicable law. We ask that you do not ever send us or provide us highly sensitive information, such as social security numbers, personal health information, Driver's License numbers, etc.. We will not be liable for use or disclosure of any such information if provided to us without our consent.

**12.0 Limited Warranty.** The parties agree that this is an agreement for **licensing of** Operating Services, for the remote use of specified LEARN21 software, not for the sale of goods, and that the Uniform Commercial Code does not apply. LEARN21 grants a limited warranty that the Operating Services will be provided as specified and that it will use reasonable efforts, under the circumstances, to maintain the Operating Services and that, should the Operating Services become unavailable for reasons involving the specified LEARN21 software or LEARN21 host servers, LEARN21's sole limited warranty and remedy available to Licensee is for LEARN21 to use its reasonable efforts to re-establish such Operating Services in a commercially reasonable time.

**12.1** Except for the express Limited Warranty set forth above and in the separate Infringement section below, **THERE ARE NO OTHER WARRANTIES, WRITTEN OR ORAL, OR PROMISES, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE SPECIFIED SOFTWARE OR OPERATING SERVICES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**12.2** **LEARN21 SHALL NOT BE LIABLE FOR DAMAGES, OTHER THAN AS SET FORTH ABOVE, INCLUDING BUT NOT LIMITED TO SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND OPERATING SERVICES, OTHER THAN THAT LEARN21 MAY BE LIABLE UP TO THE AMOUNT PAID BY LICENSEE FOR THIS LICENSE, WHERE A SUBSTANTIAL ERROR CANNOT BE SATISFACTORILY CORRECTED. SHOULD DAMAGES BE AWARDED AGAINST LEARN21, FOR ANY REASON WHATSOEVER, SUCH DAMAGES, IN THE AGGREGATE, SHALL NOT EXCEED THE TOTAL PAID TO LEARN21 FOR THE MOST RECENT ONE (1) YEAR LICENSE GRANTED BY THIS AGREEMENT.**

**13.0 Infringement.** LEARN21 shall defend, at its cost, any claim against Licensee alleging copyright infringement. Licensee shall promptly and in sufficient time to permit LEARN21 to defend, negotiate or settle any such claim, notify LEARN21 of the claim in



writing. Such notice to LEARN21 should attach a copy of any Summons and Complaint, Cease and Desist letter or other notice from the party claiming infringement. LEARN21 shall have sole and exclusive control of the handling and disposition of such all claims, including whether and for how much to settle any claims.

13.1 Should an injunction be issued preventing further use of the Operating Services, or should LEARN21 deem itself to be in jeopardy of such, LEARN21 shall, at its sole cost and in its absolute discretion, may either (1) negotiate a license for Licensee to continue use of the Operating Services; (2) replace the Operating Services with other Operating Services which will be substantially similar; or (3) grant Licensee a refund of a pro rata portion of the license fee, with two (2) years being considered the useful life of this version of the Operating Services. **THIS PARAGRAPH CONTAINS THE SOLE REMEDIES AND DAMAGES AVAILABLE TO LICENSEE FOR A CLAIM OF COPYRIGHT INFRINGEMENT. ALL OTHER DAMAGES ARE EXCLUDED, INCLUDING ALL DAMAGES EXCLUDED BY SECTION 8 OF THIS AGREEMENT.**

14.0 **Hold Harmless.** Both LEARN21 and Licensee shall indemnify, defend and hold each other, as well as their officers, directors, agents, elected officials, and employees harmless from and against any third party claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the alleged negligence of either party in connection with performance of this Agreement.

15.0 **Force Majeure.** LEARN21 shall not be liable for any disruption of Operating Services not caused by LEARN21 software or hardware. LEARN21 shall not be liable for any disruptions beyond LEARN21's control; due to any local, state or federal statutes, laws, regulations, rules or court orders; due to any strike, labor dispute, civil disorder, political disorder, war, physical attack, electronic attack, or due to failure on the part of Licensee or those operating with Licensee's authority, to maintain the systems over which the specified software is delivered.

15.1 Force Majeure shall not include a party's financial distress; inability to avoid a financial loss, changes in market prices or conditions, or changes in budget or a party's financial inability to perform its obligations hereunder.

16.0 **Termination.** This License shall terminate upon the happening of the following:

(a) Written notice by one party claiming substantial breach of this Agreement by the other party. The notified party will then have twenty (20) days to cure the claimed breach. Failure to cure will cause the Agreement to terminate.

(b) Written notice by either party, to the other party, that the Agreement will not be renewed at the end of the current term:



(c) Written notice after the expiration of a term, by either party, upon the failure to reach an agreement on the terms of a new PO for a one (1) year term extension.

(d) Either party voluntarily or involuntarily enters into bankruptcy, has a receiver appointed or transfers assets for the benefit of creditors, or is otherwise be disbanded or consolidated with another entity. Should a court prevent termination of this agreement, said agreement may be terminated immediately upon termination of that court's authority.

16.1 Upon termination, Licensee, its employees, directors, officers, managers and those who were authorized to use the Operating Services, shall no longer use or attempt to use the LEARN21 Operating Services.

17.0 This Agreement shall be governed by the laws of the State of Ohio. This Agreement was entered into in Cincinnati, Hamilton County, Ohio, and, without regard to conflict of law issues, all parties to this Agreement hereby specifically submit to jurisdiction of either the Common Pleas Court of Hamilton County, Ohio or the U.S. District Court for the Southern District of Ohio, Western Division, over any action concerning this validity, interpretation or enforcement of this Agreement.

18.0 **Validity.** If any provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be impaired or effected thereby.

19.0 **Time for Bringing An Action.** No action of any kind arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has arisen, nor, in the case of non-payment, more than one (1) year from the date LEARN21 knew of an unpaid invoice.

20.0 **Arbitration.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, including issues of equity, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), and any judgment on the award rendered by the arbitrator, including injunctive relief, may be entered in any court having jurisdiction thereof. Arbitration shall be filed and conducted at the AAA office in Cincinnati, Ohio or, if such office no longer exists, the next closest office. The discovery rules of The Federal Rules of Civil Procedure shall apply to proceedings held hereunder, as modified as appropriate for arbitration, by the arbitrator. Questions regarding the extent and propriety of discovery shall be determined solely by the arbitrator, absent agreement of the parties.

21.0 **Complete Agreement and Signatures.** This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior agreements, oral or written, and all other communications, promises or discussions between the parties relating to the subject matter of this Agreement.

22.0 **Language.** Without regard to any languages into which this Agreement may be

translated, the sole reference, should there be a disagreement between different language versions of this Agreement, shall be the English language version.

**23.0 Department of Commerce Rules.** Licensee specifically agrees, as an essential part of this Agreement, that it will submit to all rules and regulations of the United States Department of Commerce, including the United States Department of Commerce Export Control.

IN WITNESS WHEREOF, the parties having read this Agreement and agreeing to be bound by same, have hereunto set their signatures.

**LICENSOR:**

LEARN21: A Flexible Learning Collaborative,  
an Ohio non-profit corporation

BY: William D. Fritz

TITLE: Executive Director

Signature: Wm. D. Fritz

Date: June 6, 2021

**LICENSEE:**

BY: Clearview LLD

TITLE: Treasurer/CFO

Signature: Mary Ann Nowak

Date: 8/9/2021

**"SCHEDULE A"**  
License and License Fee

This Agreement includes the following Operating Services programs and pricing.

- (1) One2One Manager - a single web-based integrated tool to track assets, device assignments, and device breakage. Provides licensee with student/staff and device reporting, student behavior statistics. Provides integration with your Student Information System (SIS) and Mobile Device Management System (MDM).
- (2) License Cost - LEARN21 Operating Services
  - a. License Cost:

1600 Number of Licenses for 1 Year(s)

\$ 2,240 Total Cost

**SCHEDULE "B"****Integration Services:**

- (1) Integration Services includes LEARN21 coordinating with Licensee to integrate with Licensee Student Information System (SIS) and Mobile Device Management System (MDM) to transfer data to One2One Manager
  - a. Student Information System (SIS) – LEARN21 will extract the following data from Licensee SIS at an agreed upon interval for the purpose of use with One2One Manger. SIS extract data: student first and last name, student ID, student email, student grade, student building, parent/ guardian name and email.
  - b. Mobile Device Management System (MDM) - LEARN21 will provide Licensee the ability to extract the following data from Licensee MDM or the purpose of use with One2One Manger. MDM extract data: device serial number, device asset tag, device name, device model, device manufacturer, device location, device expiration.

### **ADDENDUM 1**

#### **Trial Term Terms and Conditions**

This Addendum provides additional terms and conditions that are applicable during the Trial Term, prior to the Commencement Date for the non-trial License Agreement and is made part of the Agreement.

A1.0 The purpose of the Trial Term is to allow Licensee to test, work with, use and ask questions about LEARN21's specified software and Operating Services prior to becoming obligated to a regular term under this License Agreement. Should there be a conflict between any terms and conditions in this Addendum 1 and terms and conditions elsewhere in this Agreement, the terms in this Addendum will prevail, but only during a Trial Term.

A2.0 The Trial Term will begin on the Effective Date of this Agreement and will end on **June 30, 2021**. The Trial Term will be fee free. Licensee and LEARN21 may agree upon a setup fee during the Trial Term determined on by the Licensee and LEARN21. During the Trial Term, Licensee is not obligated to continue to use the specified software or Operating Services provided by LEARN21. Licensee may notify LEARN 21 in writing, at any time during the Trial Term, that it wishes to terminate further use. As of the date of Licensee's termination or the expiration of the Trial Term, if no PO, for continuing this Agreement, has been issued by Licensee and accepted by LEARN21, Licensee and all those whose rights to use the specified software stem from Licensee's rights, shall no longer be entitled to access or use the specified software.

A3.0 All terms and conditions in the Agreement, other than those specifically altered by this Addendum 1 for the purposes of this Trial Term, shall be in full force and effect, including, but not limited to issues of software security; the rights to access the specified LEARN21 software; the manner in which the specified software may be accessed; licensee's rights, LEARN21's rights, copyright, trademark, trade secret and other intellectual property rights; and all rights and obligations pertaining to PII.

A4.0 Should Licensee choose to continue to access and use the specified software, after the end of the Trial Term, Licensee must submit a PO acceptable to LEARN21 as set forth in the Agreement.

# QUOTE CONFIRMATION



DEAR ADAM HYL,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



## ACCOUNT MANAGER NOTES:

Thank you for your order. Please make sure to check your order for the correct products and/or damages. CDW is only able to accept returns up to 30 days from invoice date. After 30 Days a 15% restocking fee will be assessed. After 60 days a 30% restocking fee will be assessed.

Wes  
877.874.9063

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MFJZ047	6/21/2021	GG	6793601	\$13,430.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
GoGuardian Suite with Beacon Core - subscription license (1 year) - 1 licen	1700	6089441	\$7.90	\$13,430.00
Mfg. Part#: GG-SCO1Y-000001				
Electronic distribution - NO MEDIA				
Contract: Ohio Council of Educational Purchasing Consortia (018-A)				

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

PURCHASER BILLING INFO		SUBTOTAL	\$13,430.00
<b>Billing Address:</b> CLEARVIEW BOARD OF EDUCATION ACCTS PAYABLE 4700 BROADWAY LORAIN, OH 44052-5542 <b>Phone:</b> (440) 233-5412 <b>Payment Terms:</b> NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$13,430.00
DELIVER TO		Please remit payments to:	
<b>Shipping Address:</b> CLEARVIEW BOARD OF EDUCATION ADAM HYL 4700 BROADWAY LORAIN, OH 44052-5542 <b>Phone:</b> (440) 233-5412 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Wes Farrell

(877) 874-9063

wesfar@cdw.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Company Address 4100 Holiday Street NW Suit 101  
Canton, OH 44718  
US

Created Date 5/21/2021  
Expiration Date 6/21/2021  
Quote Number 00004724

Prepared By Gino Caponi  
Email gino.caponi@payschools.com

Bill To Name Clearview Local  
Bill To 4700 Broadway, Lorain, OH 44052  
(440)233-5412 Lorain County 1,654 3  
Lorain, Ohio 44052  
USA

Ship To Name Clearview Local

#### Software Implementation

Product	Description of Products	Quantity	Line Item Description
Cash Drawer - USB PosiFlex (auto open)	USB automatic firing cash drawer that integrates well with TekVisions Lightning terminals. Size: 16.85" x 18.11" x 3.94"	5.00	shipping included
TekVisions 19.5" Lighting i3 with Battery	19.5" Widescreen touchscreen Lightning, i3 processor, 8GB RAM, 128 GB SSD, Windows 10 pro, Internal Battery (2 Hour) and Stands for Units	5.00	
Trip-Lite UPS	Battery Backup and Surge Protection	5.00	Shipping Included
Rental Option Monthly Price		\$434.11	

#### Notes

- All rental agreement per month charges are invoiced on the first of every month.
- By accepting this quote, you acknowledge and agree that PaySchools requires data from a variety of third-party software programs to operate. The lack of that data for any reason will affect the operation of PaySchools' software in a material way.
- Transaction costs can be allocated to the District, the Parent/Guardian User, or a combination of both (adding up to 100%).
- In the event of a NSF ACH charge the Parent/Guardian will be charged \$30. In the event of invalid information entered by the user, a \$5 fee will be charged to the account.
- Credit card funds are verified immediately while the Parent/Guardian is online.
- All credit card transactions in PASS will be charged the quoted ICF % listed above and cannot be passed along to the end user. The district will be charged monthly for all PASS credit card only transactions.
- For Use of PaySchools Events
  - 75 cents per ticket
  - 2.5% fee on cash/check/PO purchases in QuikSale

#### Payment Schedule

1. Due within 30 days of monthly invoice
2. Can be paid in advance quarterly or for the full 12 months

Please let me know if you have any questions. Thank you for your Business!





Name: Mary Ann Nowak

Signature: \_\_\_\_\_

Date: 8/9/2021

Purchase Order # (REQUIRED): \_\_\_\_\_

Go Live Date: \_\_\_\_\_

# CLEARVIEW LOCAL B. O. E. Transfer Advance Summary

Fund	Sec	Description	Transfers In	Transfers Out	Transfer Variance	Advances In	Advances Out	Advance Variance
001	0000	GENERAL	\$ 30,066.27	\$ 2,244,066.73	\$ (2,214,000.46)	\$ 0.00	\$ 69,608.81	\$ (69,608.81)
007	9824	TEACHER OF THE YEAR FUND	1,000.00	0.00	1,000.00	0.00	0.00	0.00
200	9379	CLASS OF 2019	0.00	1,325.00	(1,325.00)	0.00	0.00	0.00
200	9380	CLASS OF 2020	0.00	3,600.64	(3,600.64)	0.00	0.00	0.00
200	9381	CLASS OF 2021	4,925.64	0.00	4,925.64	0.00	0.00	0.00
200	9424	6th GRADE CAMP TRIP	0.00	3,501.00	(3,501.00)	0.00	0.00	0.00
300	9000	ATHLETIC - CONTROL ACCT.	30,000.00	8,000.00	22,000.00	0.00	0.00	0.00
300	9354	GIRLS BASKETBALL	0.00	0.00	0.00	8,000.00	0.00	8,000.00
516	919R	TITLE VIB IDEA RESTORATION	6,356.73	0.00	6,356.73	0.00	0.00	0.00
516	9817	TITLE VI-B FY17 (SPED)	0.00	16.17	(16.17)	0.00	0.00	0.00
516	9819	FY19 TITLE VIB	0.00	10,944.37	(10,944.37)	0.00	0.00	0.00
572	9818	TITLE I FY18	0.00	11,105.73	(11,105.73)	0.00	0.00	0.00
587	9820	TITLE VIB PRESCHOOL RESTORATION	0.00	598.08	(598.08)	0.00	0.00	0.00
019	9821	2021 TITLE III - ESC	0.00	7,011.07	(7,011.07)	7,011.07	0.00	7,011.07
516	9821	TITLE VI-B IDEA CFDA 84.027	0.00	0.00	0.00	18,877.75	0.00	18,877.75
572	9821	TITLE I CFDA 84.010	0.00	0.00	0.00	6,024.12	0.00	6,024.12
536	9821	TITLE I SUPPLEMENTAL SI FY21	0.00	0.00	0.00	9,075.00	0.00	9,075.00
200	9384	CLASS OF 2024	3,501.00	0.00	3,501.00	0.00	0.00	0.00
590	9821	TITLE II-A CFDA 84.367	0.00	0.00	0.00	20,249.30	0.00	20,249.30
587	9821	TITLE VIB PRESCH RESTOR CFDA 84.173	598.08	0.00	598.08	201.30	0.00	201.30
004	0000	BUILDING	0.00	1,000,000.00	(1,000,000.00)	0.00	0.00	0.00
572	921E	TITLE I EXPANDING OPPORTUNITIES	0.00	0.00	0.00	170.27	0.00	170.27
070	0000	CAPITAL PROJECTS FUND	3,000,000.00	0.00	3,000,000.00	0.00	0.00	0.00
001	9021	WELLNESS - FITNESS COMPLEX	206,710.00	0.00	206,710.00	0.00	0.00	0.00
551	9821	FY21 TITLE III - ESC	7,011.07	0.00	7,011.07	0.00	0.00	0.00
<b>Grand Total</b>			<b>\$ 3,290,168.79</b>	<b>\$ 3,290,168.79</b>	<b>\$ 0.00</b>	<b>\$ 69,608.81</b>	<b>\$ 69,608.81</b>	<b>\$ 0.00</b>

EXHIBITS VII.A.16  
VII.A.17  
VII.A.18

CLEARVIEW LOCAL B. O. E.  
Transfer Advance Summary

Fund	Sec	Description	Transfers In	Transfers Out	Transfer Variance	Advances In	Advances Out	Advance Variance
001	0000	GENERAL	\$ 0.00	\$ 1,061,000.00	\$ (1,061,000.00)	\$ 0.00	\$ 144,362.90	\$ (144,362.90)
007	9824	TEACHER OF THE YEAR FUND	1,000.00	0.00	1,000.00	0.00	0.00	0.00
300	9000	ATHLETIC - CONTROL ACCT.	60,000.00	0.00	60,000.00	8,000.00	0.00	8,000.00
300	9354	GIRLS BASKETBALL	0.00	0.00	0.00	0.00	0.00	0.00
506	9815	RACE TO THE TOP	0.00	0.00	0.00	0.00	0.00	0.00
516	9817	TITLE VI-B FY17 (SPED)	0.00	975.45	(975.45)	0.00	0.00	0.00
516	9818	TITLE VI-B (SPED) FY18	975.45	0.00	975.45	0.00	0.00	0.00
516	9819	FY19 TITLE VIB	0.00	0.00	0.00	97,289.76	0.00	97,289.76
587	9819	IDEA EARLY CHILDHOOD SPED	0.00	0.00	0.00	1,573.14	0.00	1,573.14
590	9819	TITLE IID IMPROVING TEACHER QUALITY	0.00	0.00	0.00	17,500.00	0.00	17,500.00
599	9819	MISC. FEDERAL GRANTS	0.00	0.00	0.00	20,000.00	0.00	20,000.00
004	0000	BUILDING	1,000,000.00	0.00	1,000,000.00	0.00	0.00	0.00
Grand Total			\$ 1,061,975.45	\$ 1,061,975.45	\$ 0.00	\$ 144,362.90	\$ 144,362.90	\$ 0.00



STATE TEACHERS  
RETIREMENT SYSTEM  
OF OHIO

EXHIBIT VII.A.19

277 East Broad Street  
Columbus, OH 43215-3771  
888-535-4050  
614-227-7893 (fax)  
www.strsoh.org/employer

## NOTIFICATION FOR EMPLOYER PICKUP OF EMPLOYEE CONTRIBUTIONS

This notification must be filed with STRS Ohio when an employer elects to pick up all or a portion of the required employee contributions stipulated in Section 3307.26, Revised Code, or when an existing employer pickup plan is amended. **Important:** A copy of the agreement or board action authorizing the pickup must be submitted with this notification.

Employer Clearview Local School District Employer no. 4707  
Address 4700 Broadway Avenue  
City Lorain ZIP code 44052  
Effective date of pickup is 07/01/13

Employee group covered:

**School District**

- ☒ Superintendent  
☒ Administrator  
☒ Teacher

**College/University**

- ☐ President  
☐ Administrative faculty  
☐ Teaching faculty

Employee contributions for earned compensation required under Section 3307.26, R.C., will be accounted for as follows:

### Employee Contributions

Salary reduction pickup..... %  
Pickup paid by employer in addition to regular contract salary ..... 11.00 %  
*Is this amount included in compensation for retirement purposes?* ☒ Yes ☐ No  
Total STRS Ohio contributions required under Section 3307.26, R.C. .. 14%

I understand this notification will remain in effect until a notice of change or termination is filed with STRS Ohio.  
I also understand all of the *guidelines listed on the reverse side* of this notification have been met or acknowledged.

Treasurer/CFO signature Mary Ann Nowak Date 08/09/21





STATE TEACHERS  
RETIREMENT SYSTEM  
OF OHIO

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Columbus, OH 43215-3771  
888-535-4050  
614-227-7893 (fax)  
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## NOTIFICATION FOR EMPLOYER PICKUP OF EMPLOYEE CONTRIBUTIONS

This notification must be filed with STRS Ohio when an employer elects to pick up all or a portion of the required employee contributions stipulated in Section 3307.26, Revised Code, or when an existing employer pickup plan is amended. **Important:** A copy of the agreement or board action authorizing the pickup must be submitted with this notification.

Employer Clearview Local School District Employer no. 4707  
Address 4700 Broadway Avenue  
City Lorain ZIP code 44052  
Effective date of pickup is 07/01/14

Employee group covered:

**School District**

- ☒ Superintendent  
☒ Administrator  
☒ Teacher

**College/University**

- ☐ President  
☐ Administrative faculty  
☐ Teaching faculty

Employee contributions for earned compensation required under Section 3307.26, R.C., will be accounted for as follows:

### Employee Contributions

Salary reduction pickup..... %

Pickup paid by employer in addition to regular contract salary ..... 12.00 %

Is this amount included in compensation for retirement purposes? ☒ Yes ☐ No

Total STRS Ohio contributions required under Section 3307.26, R.C. .. 14%

I understand this notification will remain in effect until a notice of change or termination is filed with STRS Ohio.  
I also understand all of the *guidelines listed on the reverse side* of this notification have been met or acknowledged.

Treasurer/CFO signature Mary Ann Nowak Date 08/09/21





STATE TEACHERS  
RETIREMENT SYSTEM  
OF OHIO

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This notification must be filed with STRS Ohio when an employer elects to pick up all or a portion of the required employee contributions stipulated in Section 3307.26, Revised Code, or when an existing employer pickup plan is amended. **Important:** A copy of the agreement or board action authorizing the pickup must be submitted with this notification.

Employer Clearview Local School District Employer no. 4707  
Address 4700 Broadway Avenue  
City Lorain ZIP code 44052  
Effective date of pickup is 07/01/15

Employee group covered:

**School District**

**College/University**

☒ Superintendent

☐ President

☒ Administrator

☐ Administrative faculty

☒ Teacher

☐ Teaching faculty

Employee contributions for earned compensation required under Section 3307.26, R.C., will be accounted for as follows:

### Employee Contributions

Salary reduction pickup..... %

Pickup paid by employer in addition to regular contract salary ..... 13.00 %

*Is this amount included in compensation for retirement purposes?* ☒ Yes ☐ No

Total STRS Ohio contributions required under Section 3307.26, R.C. .. 14%

I understand this notification will remain in effect until a notice of change or termination is filed with STRS Ohio.  
I also understand all of the *guidelines listed on the reverse side* of this notification have been met or acknowledged.

Treasurer/CFO signature Mary Ann Nowak Date 08/09/21



## **Guidelines for Implementing Employer Pickup of Employee Contributions**

1. The employer elects to pick up all or a portion of the required employee contributions in accordance with applicable federal and state rulings.
2. An employer electing to pick up all or a portion of the required employee contributions set forth in Section 3307.26, R.C., must file a notification form provided by STRS Ohio. Changes in the amount of pickup must be filed with STRS Ohio in advance of the effective date.
3. Pickup must be a condition of employment for each employee group and not optional for individual employees.
4. All certificated personnel classified in the employee category designated on the notification form must be included. (For pickup purposes, all employees who are active members of STRS Ohio must be eligible under one of the three employee categories listed on the notification form as determined by the employer.)
5. The amount picked up by the employer on behalf of the employee does not discharge, relieve or reduce the employer contributions required by Section 3307.28, R.C.
6. The amount picked up by the employer is applied toward employee contributions under Section 3307.26, R.C. All statutory and regulatory requirements applicable to Sections 3307.26 and 3307.01, R.C., must also apply to the pickup.
7. When preparing the annual report, the employer must report picked-up (tax-deferred) contributions separately from regular (taxed) contributions.
8. STRS Ohio agrees to account for the amount of the pickup but otherwise assumes no further liability. The current taxation or deferred taxation of the pickup is determined solely by the IRS, and compliance with the guidelines set forth above does not guarantee that the tax on the pickup will be deferred. STRS Ohio may refuse to accept pickups if so directed by the IRS, if guidelines based upon the changing state of the law are not followed, or if the qualified plan status of STRS Ohio is placed in jeopardy.

**INSPECTION AND MAINTENANCE AGREEMENT**  
**FOR STORM WATER CONTROL MEASURES**

This Inspection and Maintenance Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereafter referred to as the "Owner") and the ***Lorain County Storm Water Management District***, provides as follows:

**WHEREAS**, the Owner is responsible for certain real estate described as Lorain County Auditor's Tax Map Parcel No. **0201003262044**, located at **4700 Broadway Avenue, Lorain, OH 44052** that is to be developed as **Clearview – Wellness and Fitness Facility**, and referred to as the "Property," and,

**WHEREAS**, the Owner is providing a storm water management system consisting of the following storm water control measures (SCMs):

1. Extended Dry Detention Basin
2. Access Drive Easement

as shown and described on the attached Comprehensive Storm water Management Plan *attached and incorporated fully herein and Marked as "Exhibit A"*; also on file with the Lorain County Storm Water Management District, and,

**WHEREAS**, to comply with Comprehensive Storm Water Management Regulations of Lorain County, as they exist on the date of this agreement pertaining to this project, the Owner hereby agrees to inspect, operate, maintain, and repair the SCMs in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and undertaking of the parties, the parties hereby agree as follows:



**A. FINAL INSPECTION and APPROVAL**

1. The Owner shall record all easements as described in Section 11.0 of the Comprehensive Storm Water Management Regulations, and shall submit copies thereof to the Lorain County Engineer.
2. The Owner shall install and make functional all SCMs, and request a final inspection by the Lorain County Engineer, as described in Section 12.0 (A) of the Comprehensive Storm Water Management Regulations.
3. The Owner shall further submit to the Lorain County Engineer the Owner's Professional Engineer's as-built Comprehensive Storm Water Management Plan that includes the Engineer's Certification and Inspection, and the Owner's Professional Surveyor's As-Built Survey, as described in Section 12.0 (B) of the Comprehensive Storm Water Management Regulations.
4. The Owner shall further record this complete Inspection and Maintenance Agreement, including copies of the approved Inspection and Maintenance Plan; and the Owner shall submit copies thereof to the Lorain County Engineer as described in Section 12.0 (C) of the Comprehensive Storm Water Management Regulations.
5. Within 30 days of receipt of the above documents, the Lorain County Engineer shall then make a final inspection of SCMs, and the Owner shall make any necessary repairs as described in Section 13.0 of the Comprehensive Storm Water Management Regulations.
6. The Owner shall further pay all fees in accordance with Section 14.0 of the Comprehensive Storm Water Management Regulations.
7. Within 30 days of satisfactory completion of all these requirements, the Lorain County Engineer shall approve in writing, and shall notify the ***Lorain County Storm Water Management District*** that the SCMs are constructed in accordance with the approved plans and specifications of the approved Comprehensive Storm Water Management Plan.
8. The Inspection and Maintenance agreement may be amended with approval from the ***Lorain County Storm Water Management District*** for any subsequent phases of construction.

**B. MAINTENANCE of STORMWATER CONTROL MEASURES**

1. The Owner agrees to maintain in perpetuity the SCMs in accordance with the approved Maintenance Plans described in #2 below, and in a manner that will permit the SCMs to perform the purposes for which they were designed and constructed, and in accordance with the standards by which they were designed and constructed, all as shown and described in the approved Comprehensive Storm Water Management Plan. This includes all pipes and channels built to convey storm water to the SCMs, as well as structures, improvements, established elevations and grades, grading, vegetation, practices, and non-structural measures provided to control the quantity and quality of the storm water runoff.

2. The Owner shall provide a Maintenance Plan for each SCM. The Maintenance Plans shall include the following:
  - i. The location of each SCM and identification of the drainage areas served by each SCM.
  - ii. Photographs of each SCM, including all inlets and outlets upon completion of construction.
  - iii. A schedule of inspection.
  - iv. A schedule for regular maintenance for each aspect of the SCM and description of routine and non-routine maintenance tasks to ensure continued performance of the SCM as detailed in the approved Comprehensive Storm Water Management Plan. The Owner shall also provide a maintenance inspection checklist written so the average person can understand it. The maintenance plan shall include detailed drawings of each SCM and outlet and control structures (with the parts of the structures labeled). This schedule may include additional standards, as required by the ***Lorain County Storm Water Management District***, to ensure continued performance of SCMs permitted to be located in, or within 50 feet of, water resources.
  - v. Location and documentation of all access routes and access and maintenance easements on the Property.

Alteration or termination of these stipulations is prohibited, without written approval from the ***Lorain County Storm Water Management District***.

3. The Owner shall maintain, update, and store the inspection, maintenance and repair records for the SCMs.
4. The Owner shall regularly inspect, shall perform all maintenance in accordance with the Inspection and Maintenance Plan, and shall complete all repairs identified, and any additional repairs or improvements necessary to make the SCMs function properly as requested in writing by the ***Lorain County Storm Water Management District***.

**C. INSPECTION, MAINTENANCE and REPAIR of SCMs**

1. During the first year of operation, the Owner shall inspect all SCMs listed in this Agreement, at a minimum of every three (3) months, and after major storm water runoff events.
2. The Owner's Professional Engineer shall inspect all SCMs listed in this Agreement at least once each year, and shall submit his report to the ***Lorain County Storm Water Management District*** including his recommendations and including his summary of the prior year's activities.
3. Upon request, The Owner shall submit Inspection Reports, Maintenance Logs, and Repair Records in writing, in a form acceptable to the District, to the ***Lorain County Storm Water Management District*** within seven (7) days.

4. The Owner grants permission to the ***Lorain County Storm Water Management District*** to enter the Property with prior notification to the Owner to inspect all aspects of the SCMs and related drainage whenever the ***Lorain County Storm Water Management District*** deems necessary to verify that the SCMs are being maintained and operated in accordance with the terms and conditions hereinafter set forth. The ***Lorain County Storm Water Management District*** shall maintain public records of these reports of such site inspections, and shall deliver copies of said reports to the Owner, and shall indicate in writing any corrective actions and repairs or improvements necessary to make the SCMs function properly.
5. The Owner shall complete all corrective actions and repairs within five (5) working days of their discovery through Owner inspections, or through a request from the ***Lorain County Storm Water Management District***. If repairs do not occur within this five (5) day period, the Owner shall request written approval from the ***Lorain County Storm Water Management District*** for his schedule of repairs.
6. In the event of any default or failure by the Owner in the performance of any of the covenants and warranties pertaining to the maintenance of the SCMs, or in the event the Owner fails to maintain the SCMs in accordance with the approved design standards and Inspection and Maintenance Plan, or, in the event of an emergency as determined by the ***Lorain County Storm Water Management District***, in the sole discretion of the ***Lorain County Storm Water Management District***, after providing reasonable notice to the Owner, may enter the property and take whatever steps necessary to correct deficiencies and to charge the cost of such repairs to the Owner. The Owner shall reimburse the ***Lorain County Storm Water Management District*** upon demand, within ten (10) days of receipt thereof for all actual cost incurred by the ***Lorain County Storm Water Management District*** (or later with written permission from the ***Lorain County Storm Water Management District***). All costs expended by the ***Lorain County Storm Water Management District*** in performing such necessary maintenance or repairs shall constitute a lien against the properties of the Owner. Nothing herein shall obligate the ***Lorain County Storm Water Management District*** to maintain the SCMs.

#### **D. FUNDING**

The Owner shall specify the method of funding for the perpetual inspection, operation, and maintenance of the SCMs listed in this Inspection and Maintenance Agreement. A description of the funding mechanism shall be submitted with its application to the ***Lorain County Storm Water Management District*** and approved by the ***Lorain County Storm Water Management District***.

#### **E. INDEMNIFICATION**

1. The Owner hereby agrees to save, hold harmless, and to indemnify the ***Lorain County Storm Water Management District*** and its employees and officers and agents from and against all liability, losses, claims, demands, costs and expenses arising from, or out of, default or failure by the Owner to maintain the SCMs, in accordance with the terms and conditions set forth herein, and from acts of the Owner arising from, or out of, the construction, operation, repair or maintenance of the SCMs.
2. The Owner hereby releases the ***Lorain County Storm Water Management District*** from all damages, accidents, casualties, occurrences, or claims that might arise or be asserted against the

**Lorain County Storm Water Management District** from the presence, existence, or maintenance of the SCMs.

3. The parties hereto expressly do not intend by execution of this Inspection and Maintenance Agreement to create in the public, or any member thereof, any rights as a third party beneficiary, nor to authorize anyone not a party hereof to maintain a suit for any damages pursuant to the terms of this Inspection and Maintenance Agreement.
4. This Inspection and Maintenance Agreement shall be a covenant that runs with the land and shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and all subsequent owners of the property.
5. The current Owner shall promptly notify the **Lorain County Storm Water Management District** when the Owner legally transfers any of the Owner's responsibilities for the SCMs. The Owner shall furnish to the **Lorain County Storm Water Management District** a copy of any document of transfer, executed by both parties.
6. Upon execution of this Inspection and Maintenance Agreement, The **Lorain County Storm Water Management District** shall record it in the Recorder's Office of **Lorain County**, Ohio, at the Owner's expense.
7. In the event that the **Lorain County Storm Water Management District** shall determine in its sole discretion that any or all of the SCMs are no longer necessary, then the **Lorain County Storm Water Management District** shall, at the request of the Owner, execute and record a release of this agreement, at the Owner's expense.

IN WITNESS WHEREOF, the Owner has caused this Inspection and Maintenance Agreement to be signed in its name by a duly authorized person.

By: \_\_\_\_\_, its \_\_\_\_\_  
Owner (signature and title)

\_\_\_\_\_  
Owner (please print signatory's name and name of Owner, and mailing address)

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and Sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

By: \_\_\_\_\_ Ken Carney, PE, PS

***Lorain County Engineer, on behalf of the Lorain County Storm Water Management District***

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and Sworn to me on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Signature

***This instrument prepared by the Lorain County Storm Water Management District***

# Exhibit A

[illegible]

STORMWATER MANAGEMENT  
ACCESS EASEMENT

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STORMWATER MANAGEMENT  
ACCESS EASEMENT

### ACCESS EASEMENT

2000	4
2001	1

1-800-455-6244

INTERNET & JOURNAL OF THE ILM 2000

1-800-455-6244

1-800-455-6244

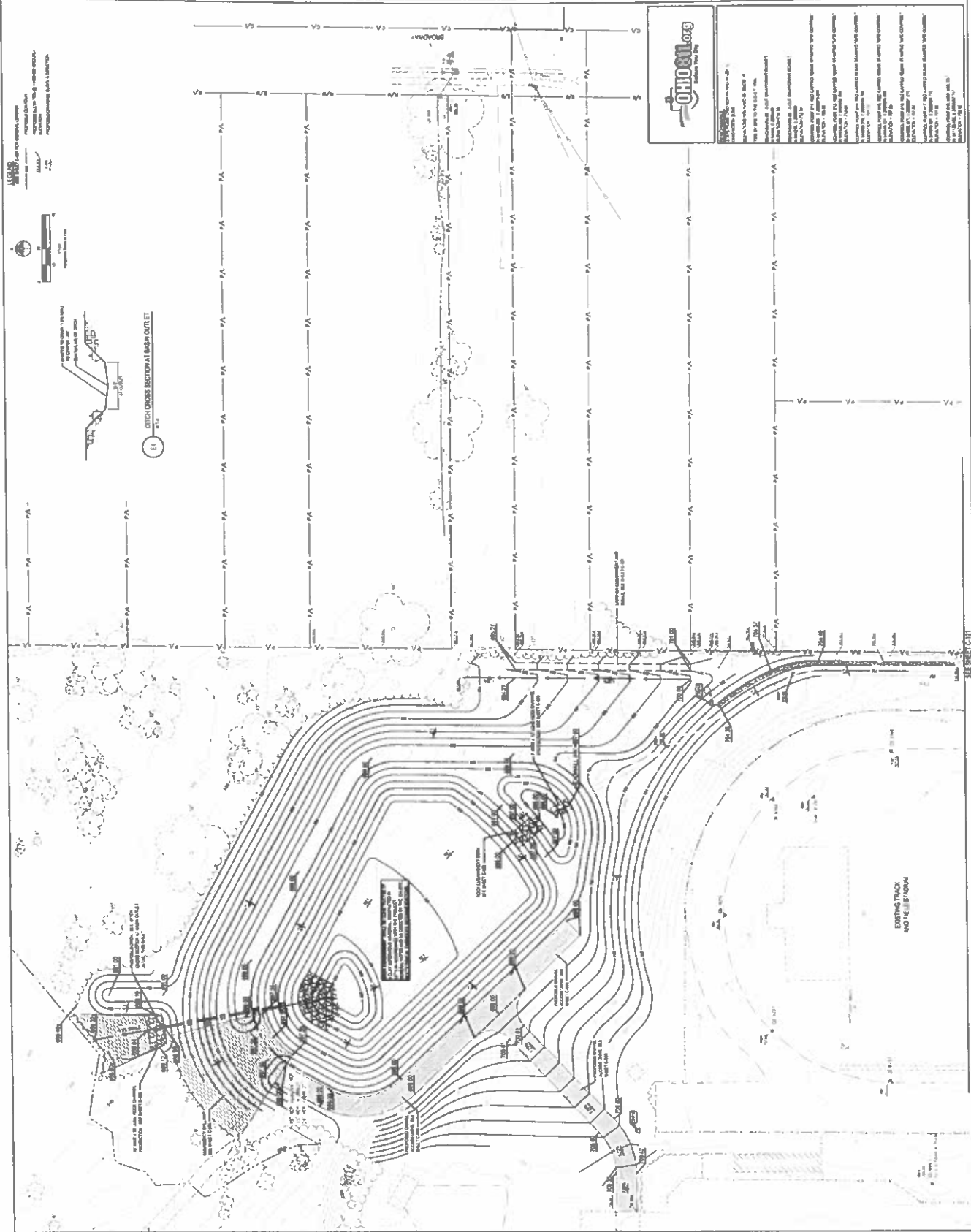


C-122

2018200.19

GRADING PLAN  
CLEARVIEW - WELLNESS AND FITNESS FACILITY  
4700 Broadway Ave. Upper OH 44025

PROJECT	OWNER
DATE	DATE
DESIGNED BY	CHECKED BY
DRAWN BY	APPROVED BY



LEGEND  
Can not display, please  
check the path and  
permissions.  
PROPERTY LINES & EASEMENTS  
EXISTING GRADE  
PROPOSED GRADE  
PROPOSED CONCRETE SLAB & CURB TOP



12" DITCH CROSS SECTION AT BASIN OUTLET

12" DITCH CROSS SECTION AT BASIN OUTLET

12" DITCH CROSS SECTION AT BASIN OUTLET

12" DITCH CROSS SECTION AT BASIN OUTLET

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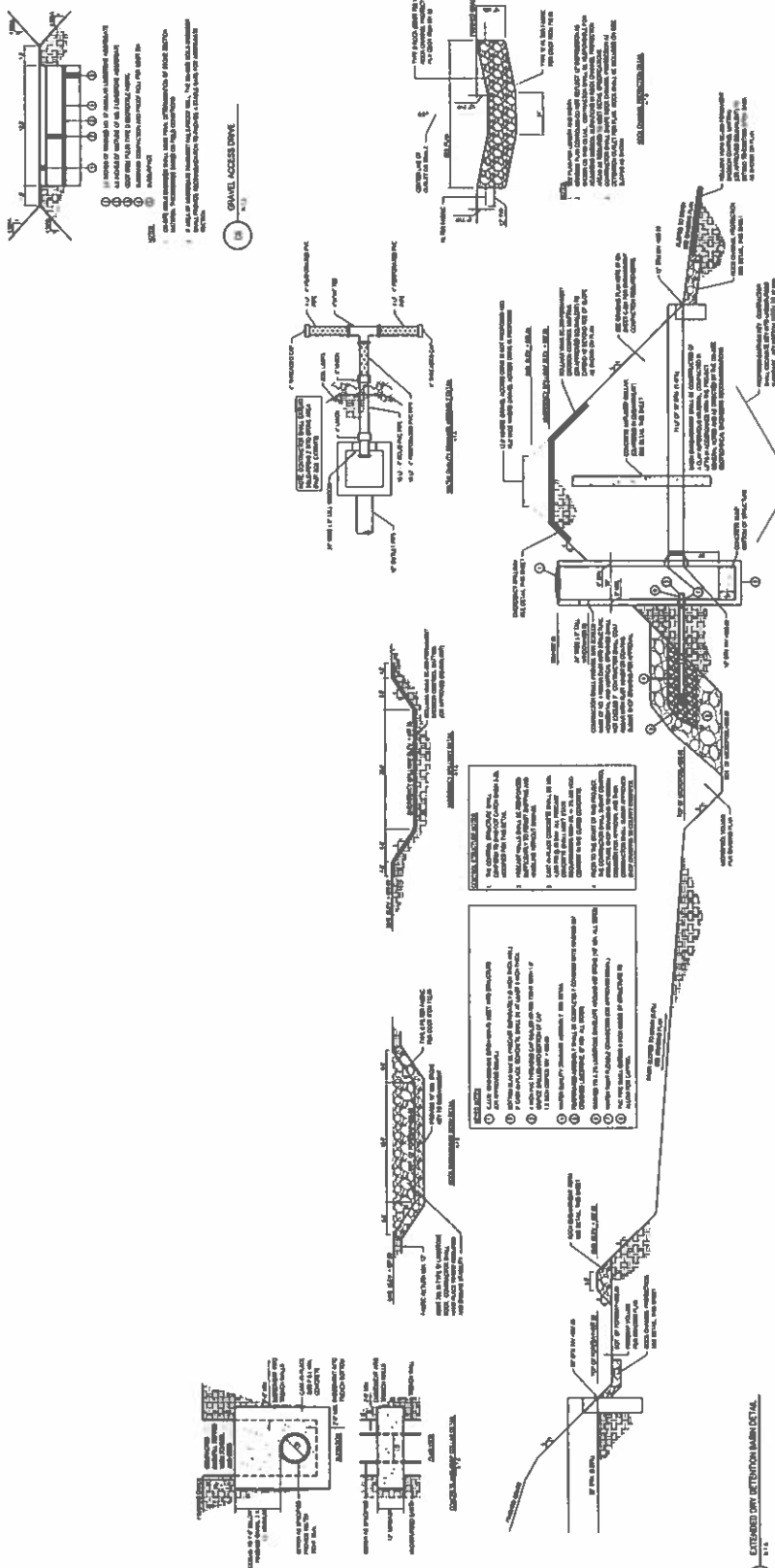


[illegible]

**CLEARVIEW - WELLNESS AND FITNESS FACILITY**  
4700 Broadway Ave., Lorain, OH 44052

## DETAILS

Estimated sales for 2014-2015	2014-2015	2015-2016
Estimated sales for 2016-2017	2016-2017	2017-2018
Estimated sales for 2018-2019	2018-2019	2019-2020



EXTENDED ONLY DETENTION BASIS DETAIL.

## Dry Pond or Dry Extended Detention Basin Inspection and Maintenance Checklist

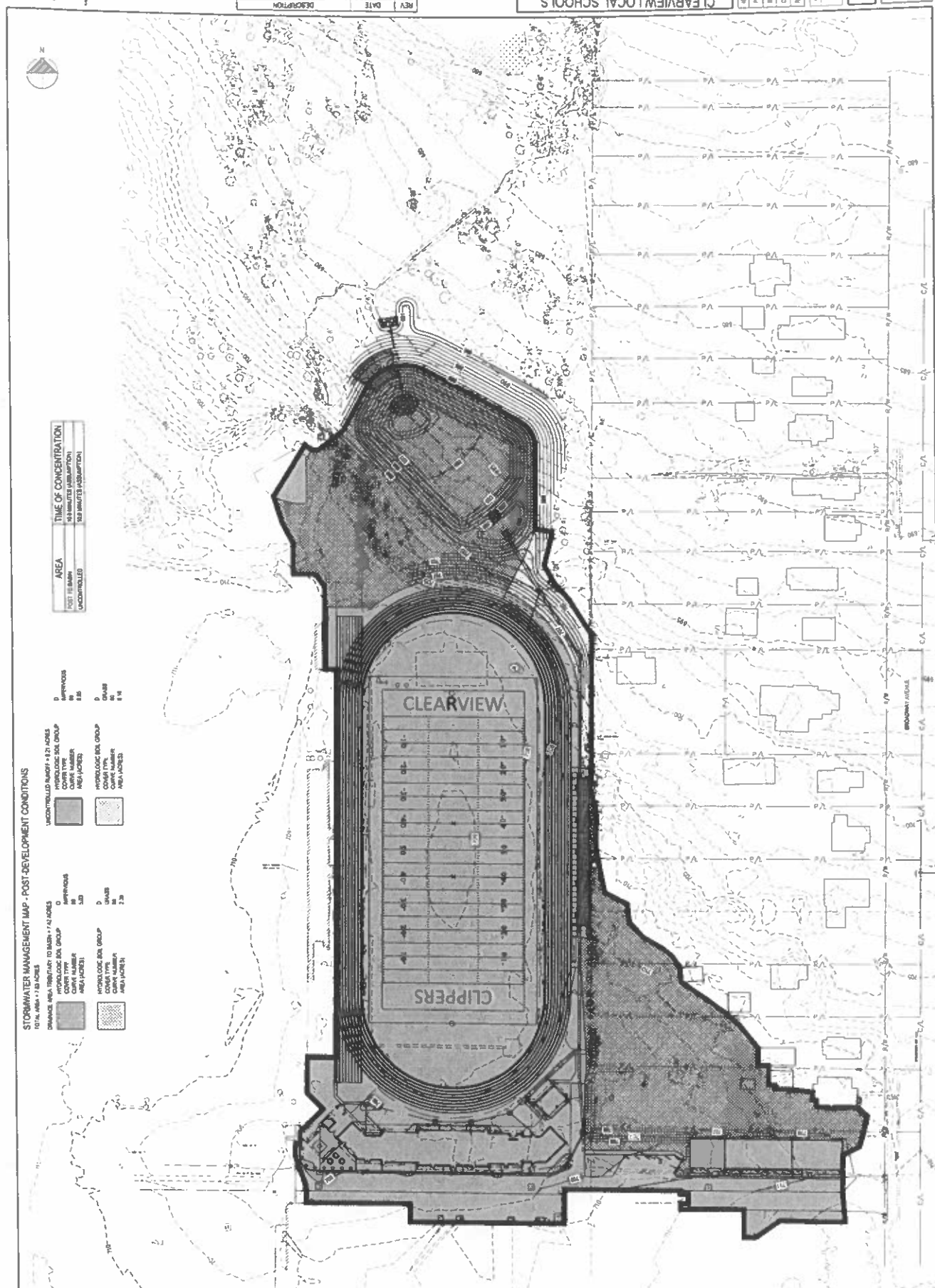
<b>Facility:</b>			
<b>Location/Address:</b>			
<b>Date:</b>	<b>Time:</b>	<b>Weather Conditions:</b>	<b>Date of Last Inspection:</b>
<b>Inspector:</b>		<b>Title:</b>	
<b>Rain in Last 48 Hours</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, list amount and timing:</b>			
<b>Pretreatment:</b> <input type="checkbox"/> vegetated filter strip <input type="checkbox"/> swale <input type="checkbox"/> forebay <input type="checkbox"/> other, specify:			
<b>Site Plan or As-Built Plan Available:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			

Inspection Item	Comment	Action Needed
<b>1. PRETREATMENT</b>		
Sediment has accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2. DEWATERING</b>		
The water quality orifice is visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. INLETS</b>		
Inlets are in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment has accumulated and/or is blocking the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the inlets.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>3. EMBANKMENT</b>		
Sinkholes or cracks are visible in the embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Trees or woody vegetation present on the dam or embankment.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>4. BASIN OR BOWL AREA</b>		
Trash and debris have accumulated.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Invasive plants are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is evident on the basin floor or low flow channel.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
The micro-pool has sediment accumulation.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes or animal borrows are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>5. SIDE SLOPES AND EMBANKMENT</b>		
Erosion is evident.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sinkholes, animal borrows or instability are present.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>6. OUTLETS AND OVERFLOW STRUCTURE</b>		
Outlets or overflow structures in poor structural condition.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sediment, trash or debris is blocking the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Erosion is occurring around the outlets or overflow structure.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joints are not water tight and/or leaks are visible.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Additional Notes

**Wet weather inspection needed**    ☐ Yes    ☐ No

**Site Sketch:**



# Clearview Local Schools

## New Wellness and Fitness Facility

Date: Wednesday July 21 2021

Time: 11:00 a.m.

[illegible]

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the Tenth day of August in the year Two Thousand Twenty-one  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Clearview Local School District  
4700 Broadway Avenue  
Lorain, Ohio 44052

and the Contractor:  
(Name, legal status, address and other information)

Seitz Builders, Inc.  
8055 Broadway Road  
Cleveland, Ohio 44147

for the following Project:  
(Name, location and detailed description)

Clearview Wellness Complex

The Architect:  
(Name, legal status, address and other information)

GPD Group  
520 South Main Street  
Suite 2531  
Akron, Ohio 44311

The Owner and Contractor agree as follows:

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☐ A date set forth in a notice to proceed issued by the Owner.
- ☒ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

August 9, 2021

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work.

*(Check one of the following boxes and complete the necessary information.)*

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work

[ X ] By the following date, May 31, 2022

**Final completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.**

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Two Hundred Eighty-seven Thousand Dollars and Zero Cents (\$ 4,287,000.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

Failure to achieve Substantial Completion of the Work by the date specified in this Agreement, or modified by Change Order in accordance with the Contract Documents, Entitles the Owner to retain or recover from the Contractor, as liquidated damages and not as a penalty, the per diem amount of \$500 until the Work is Complete.

**§4.5.1 It is expressly understood that said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or agreed extended time. Said**

Init.

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User Notes:

(1953248854)



sum shall be considered as liquidated damages only and in no sense shall be considered a penalty. Failure to achieve Substantial Completion shall be considered a breach of Agreement. It is expressly agreed as part of the consideration that the Owner may deduct said sum from any payment made to the contract.

§4.5.2 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor. If the Work is not substantially completed by the time stated above, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

None

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( thirty ) days after the Architect receives the Application for Payment. **The Architect may require additional information deemed necessary and appropriate to substantiate the Application for Payment.**

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201<sup>TM</sup> - 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified **to the extent approved by the Owner in writing.**

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;

Init.

- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017 **2017 or amounts certified by the Architect and disputed by the Owner and**
- .5 Retainage withheld pursuant to Section 5.1.7

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

eight percent (8%)

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's written prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

#### § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, **minus disputed sums, authorized deductions and liquidated damages**, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect;
- .3 Owner has voted to accept the Work and approve the Final Payment

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days Owner votes to approve Final Payment

### **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

0 % zero

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.  
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

### **§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## **ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

N/A

Init.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
(Name, address, email address, and other information)

Mary Ann Nowak, Treasurer CFO  
Clearview Local Schools  
4700 Broadway  
Lorain, Ohio 44052

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Robert Seitz  
Seitz Builders, Inc.  
8055 Broadway Road  
Broadview Heights, Ohio 44147

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017.

§ 8.5.2 The Contractor shall provide bonds, meeting the requirements of Ohio Revised Code Chapter 153 and elsewhere in the Contract Documents.

### § 8.6

N/A

§ 8.7 Other provisions:

§8.71 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.

§8.72 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsibly to Owner for the work, actions and omissions of all such subcontractors.

Init.

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1
- .2
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 N/A
- .5 Drawings

Number	Title	Date
See attached "Attachment A"		

- .6 Specifications
- | Section                     | Title | Date | Pages |
|-----------------------------|-------|------|-------|
| See attached "Attachment B" |       |      |       |

- .7 Addenda, if any:

Number	Date	Pages
1	July 9, 2021	8
2	July 15, 2021	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ N/A ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below  
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ N/A ] The Sustainability Plan

Title	Date	Pages
-------	------	-------

[ N/A ] Supplementary and other Conditions of the Contract

Document	Title	Date	Pages
----------	-------	------	-------

- .9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Init.

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User Notes:

(1953248854)

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Mary Ann Nowak Treasurer CFO  
*(Printed name and title)*

**CONTRACTOR** *(Signature)*

Robert Seitz Owner  
*(Printed name and title)*

Init.

## Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:10:12 ET on 08/09/2021.

### PAGE 1

**AGREEMENT** made as of the Tenth day of August in the year Two Thousand Twenty-one

...

Clearview Local School District  
4700 Broadway Avenue  
Lorain, Ohio 44052

...

Seitz Builders, Inc.  
8055 Broadway Road  
Cleveland, Ohio 44147

...

Clearview Wellness Complex

...

GPD Group  
520 South Main Street  
Suite 2531  
Akron, Ohio 44311

### PAGE 2

[ X ] Established as follows:

...

August 9, 2021

...

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute and achieve Substantial Completion of the entire Work.

### PAGE 3

[ X ] By the following date: May 31, 2022

Final completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

...

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Million Two Hundred Eighty-seven Thousand Dollars and Zero Cents (\$4,287,000.00), subject to additions and deductions as provided in the Contract Documents.

...

None

...

Failure to achieve Substantial Completion of the Work by the date specified in this Agreement, or modified by Change Order in accordance with the Contract Documents, Entitles the Owner to retain or recover from the Contractor, as liquidated damages and not as a penalty, the per diem amount of \$500 until the Work is Complete.

§4.5.1 It is expressly understood that said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or agreed extended time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty. Failure to achieve Substantial Completion shall be considered a breach of Agreement. It is expressly agreed as part of the consideration that the Owner may deduct said sum from any payment made to the contract.

§4.5.2 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor. If the Work is not substantially completed by the time stated above, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

PAGE 4

None

...

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 ( thirty ) days after the Architect receives the Application for Payment. The Architect may require additional information deemed necessary and appropriate to substantiate the Application for Payment.

...

- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified~~ justified to the extend approved by the Owner in writing.

PAGE 5

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided



in Article 9 of AIA Document A201-2017-~~A201-2017-2017~~ or amounts certified by the Architect and disputed by the Owner and

...

eight percent (8%)

...

N/A

...

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon ~~Substantial~~ Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

...

§ 5.1.9 Except with the Owner's written prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site

**§ 5.1.10 If Owner is entitled to deduct liquidated damages or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.**

**§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.**

...

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor when

PAGE 6

- .2 a final Certificate for Payment has been issued by the Architect.
- .3 Owner has voted to accept the Work and approve the Final Payment

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days ~~after the issuance of the Architect's final Certificate for Payment, or as follows: Owner votes to approve Final Payment.~~

...

0 % zero

...

☒ Litigation in a court of competent jurisdiction

...

N/A

PAGE 7

Mary Ann Nowak, Treasurer/CFO  
Clearview Local Schools  
4700 Broadway  
Lorain, Ohio 44052

...

Robert Seitz  
Seitz Builders, Inc.  
8055 Broadway Road  
Broadview Heights, Ohio 44147

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents. A101™ 2017.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, bonds, meeting the requirements of Ohio Revised Code Chapter 153 and elsewhere in the Contract Documents.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

N/A

...

~~§8.71 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Contract.~~

~~§8.72 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsibly to Owner for the work, actions and omissions of all such subcontractors.~~

## PAGE 8

- .1 ~~AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor~~
- .2 ~~AIA Document A101™ 2017, Exhibit A, Insurance and Bonds~~

...

- .4 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(insert the date of the E203 2013 incorporated into this Agreement.)~~

N/A

...

See attached "Attachment A"

...

See attached "Attachment B"

...

<u>1</u>	<u>July 9, 2021</u>	<u>8</u>
<u>2</u>	<u>July 15, 2021</u>	<u>3</u>

...

[ N/A ] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below

...

[ N/A ] The Sustainability Plan:

...

[ N/A ] Supplementary and other Conditions of the Contract

PAGE 9

Mary Ann NowakTreasurer/CFO

Robert SeitzOwner

## Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Russell Gayheart, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:25:35 ET on 08/06/2021 under Order No. 0246657065 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report

  
(Signed)

RUSSELL GAYHEART, PROJECT MANAGER  
(Title)

08/06/2021  
(Dated)

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### Service Agreement Effective Date 07/09/2021

**Service Address:**

Customer/Company Name: Clearview Local School District  
Address 1: 4700 Broadway  
City / State: Lorain OH  
Zip: 44052-5542  
Phone: 440-233-5412  
Fax:  
Email:

**Billing Information (if different to service address):**

Billing Contact/Company Name:  
Address 1:  
City / State:  
Zip:  
Phone:  
Fax:  
Email:

Service Fees : Reference Attachment "Service Descriptions" for details							
Service Scheduled: Yes		Service Type: Off-Site		Service Frequency: Every 2 Weeks		Collection Type: Floor	
Minimum Containers (Shred-it provided)			Recurring Additional Containers (Shred-it provided)				
Container Type		Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)		Unit Total Charge
Container - Std		2		2	\$13.87		
Minimum Charge (per service)		\$55.50	Total Units	2	Additional Container Charge (per service)		0
Other Service Fees - Charges based on services & quantities rendered							
Extra Material Pricing (not in Shred-it provided bins)						Unit Rate	
Blue Bag						\$31.31	
Large Box (> 1.7-3.0 cu.ft.) / (> 48-85L)						\$17.73	
Large Tote(96G/360L)						\$92.75	
MediumTote(64G/240L)						\$61.45	
Small Box (≤1.7 cu.ft / ≤48L)						\$11.21	
XL Box (oversized)						\$33.63	
*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.							

**Customer Service Agreement Notes:**

**Service Guarantee:** Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

### Additional Fees (per service)

Minimum Charge \$55.50  
Fuel & Environmental Surcharge Per Monthly Index  
Recycling Recovery Surcharge Per Monthly Index

**Total Service Fees (Per Service) \* \$55.50**  
**(Additional Fees and applicable Taxes may apply)**

(Extra Material & Ancillary fees may apply)

During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
Thereafter, fees will not increase by more than 7% Annually

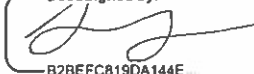
IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

*\*The offer will expire 08/01/2021*

**Shred-it:**

Contracting Entity: Stericycle, Inc. on behalf of itself and its subsidiaries ("Shred-it")

Name: Jake Corrigan  
Title: Sales Executive  
Date: Jul 9, 2021

Signature:   
B2BEFCB19DA144E...

**Customer:**

Customer/Company Name: Clearview Local Schools

Name: Jerome Davis  
Title:  
Date:

Signature:

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions, which are an integral part of this Agreement.

## TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it") with offices at 2355 Waukegan Road, Building 3, Bannockburn, IL 60015 ("Shred-it"), and Clearview Local School District with offices at 4700 Broadway Lorain OH 44052-5542, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 09 day of July 2021 (the "Effective Date").

1. **Document Destruction Services.** Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis, (ii) destroy the CCM using a mechanical device (the "Destruction Process"), (iii) provide Customer with a Certificate of Destruction if requested by Customer, and (iv) recycle or otherwise dispose of the CCM. Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (v) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 Months. This Agreement will automatically renew for successive terms of the same duration each, an "Extension Term", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it, which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to a late fee charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

6. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 8 Customer shall promptly pay Shred-it (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

8. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

10. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies or procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

14. **Brokers.** Shred-it reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Shred-it that it is acting for its own account and not through a broker or agent. Shred-it shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

15. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing. (g) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (h) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (i) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



## **Secure Document Destruction**

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

### **Regularly Scheduled Services**

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

### **One-Time Destruction Services**

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



## **Hard Drive Destruction**

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

**Certificate Of Completion**

Envelope Id: 24D229A309044B5EAFD21AD23CB992C7

Status: Delivered

Subject: Shredit Agreement For Clearview Local Schools

Source Envelope:

Document Pages: 3

Signatures: 1

Certificate Pages: 4

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-05:00) Eastern Time (US &amp; Canada)

Envelope Originator:

Jake Corrigan

28161 N. Keith Drive

Lake Forrest, IL 60045

jake.corrigan@stericycle.com

IP Address: 13.108.254.8

**Record Tracking**

Status: Original

7/9/2021 10:41:19 AM

Holder: Jake Corrigan

jake.corrigan@stericycle.com

Location: DocuSign

**Signer Events**

Jake Corrigan

jake.corrigan@stericycle.com

Sales Executive

Shred-it

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:



B2BEFC819DA144E

Signature Adoption: Drawn on Device  
Using IP Address: 174.207.8.128**Timestamp**

Sent: 7/9/2021 10:41:21 AM

Viewed: 7/9/2021 10:41:53 AM

Signed: 7/9/2021 10:41:57 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jerome Davis

jerome.davis@clearviewschools.org

Security Level: Email, Account Authentication  
(None)

Sent: 7/9/2021 10:42:00 AM

Viewed: 7/9/2021 1:33:39 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/9/2021 1:33:39 PM

ID: 694b0d0d-7139-4539-9d52-1dfd4cdc464a

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/9/2021 10:41:21 AM
Certified Delivered	Security Checked	7/9/2021 1:33:39 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Stericycle Inc. - Shred it:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customer care@stericycle.com](mailto:customer care@stericycle.com)

**To advise Stericycle Inc. - Shred it of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc. - Shred it**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc. - Shred it**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

**\*\*** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**



To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.