

September 13, 2021  
Resolution 2021-

Mr. J. Craig Snodgrass  
Lorain County Auditor  
226 Middle Ave.  
Elyria, OH 44035

Dear Mr. Snodgrass

Please amend our FY 2021/2022 Certificate of Estimated Resources as follows:

<u>Fund</u>	<u>Resolution 2021-72 From</u>	<u>Resolution 2021- To</u>	<u>Increase (Decrease)</u>
General Fund	\$ 19,143,477.00	\$ 19,767,598.22	\$ 624,121.22
Special Revenue Funds	\$ 1,652,546.00	\$ 6,381,523.43	\$ 4,728,977.43
Debt Service Funds	\$ 475,912.00	\$ 475,912.00	\$ -
Capital Projects Fund	\$ 82,090.00	\$ 1,082,090.00	\$ 1,000,000.00
EMERGENCY	\$ -	\$ -	\$ -
Enterprise Funds	\$ 854,700.00	\$ 949,700.00	\$ 95,000.00
Internal Service Funds	\$ -	\$ -	\$ -
Trust Fund	\$ -	\$ -	\$ -
Custodial Funds	\$ 313,000.00	\$ 313,000.00	\$ -
<b>Total:</b>	<b>\$ 22,521,725.00</b>	<b>\$ 28,969,823.65</b>	<b>\$ 6,448,098.65</b>

The changes are due to a change in the estimate from other sources:

Thank you,

Mary Ann Nowak, Treasurer  
Clearview Local School District

**PERMANENT APPROPRIATION RESOLUTION 2021-  
9/13/2021**

**CLEARVIEW LSD**, School District, Lorain County, Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year, ending June 30th, 2022, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year as follows, viz:

**RECAP OF FUNDS**

**Governmental Fund Type:**

General Fund (Emergency Levy Included)	\$	27,165,582.01
Special Revenue Funds	\$	6,687,891.94
Debt Service Funds	\$	490,087.50
Capital Projects Funds	\$	122,080.00
Permanent Fund	\$	-

**Proprietary Fund Type:**

Enterprise Funds	\$	1,139,544.82
Internal Service Funds	\$	-

**Fiduciary Fund Type:**

Custodial Funds	\$	357,405.35
Private Purpose Trust Fund	\$	-
<b>Total</b>	<b>\$</b>	<b>35,962,591.62</b>

Clearview Local School District  
Governmental Name

Filed: \_\_\_\_\_, 2021



**Resolution #2021- Permanent Appropriation 2021-2022**  
**Clearview Local Schools**

<b>FUNDS</b>	<b>FUND</b>	<b>06-14-21 Full Year Temp. Approp.</b>	<b>09/13/21 Perm. Approp.</b>	<b>Increase (Decrease)</b>
<b>Government Fund Types</b>				
General	001	22,451,150.00	25,855,708.13	3,404,558.13
Emergency	016	1,288,500.00	1,244,000.00	(44,500.00)
Principals' Funds	018	75,000.00	65,873.88	(9,126.12)
<b>Total General Fund</b>		<b>23,814,650.00</b>	<b>27,165,582.01</b>	<b>3,350,932.01</b>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	378,438.00	490,087.50	111,649.50
<b>Total Debt Service</b>		<b>378,438.00</b>	<b>490,087.50</b>	<b>111,649.50</b>
<b>Capital Projects Fund Types</b>				
Permanent Improvement	003	136,500.00	122,080.00	(14,420.00)
Capital Projects	070	-	-	-
<b>Total Capital Projects</b>		<b>136,500.00</b>	<b>122,080.00</b>	<b>(14,420.00)</b>
<b>Special Revenue Fund Types</b>				
Trust Fund	007	53,010.00	49,343.67	(3,666.33)
Local Grants	019	82,490.00	63,453.24	(19,036.76)
Classroom Facilities - Maintenance	034	150,600.00	166,301.94	15,701.94
Athletics	300	273,960.00	256,431.93	(17,528.07)
OneNet	451	5,400.00	12,931.38	7,531.38
Student Wellness & Success	467	500,000.00	908,341.85	408,341.85
State Grants	499	-	-	-
Race To The Top	506	-	-	-
Elementary & Secondary Relief ESSER	507	-	4,272,088.72	4,272,088.72
Title VI B	516	350,000.00	345,880.75	(4,119.25)
Title I	536	-	20,025.00	20,025.00
Title III	551	-	7,886.23	7,886.23
Title I	572	425,000.00	447,318.41	22,318.41
Title IV-A ACAD Enrichment	584	-	34,629.79	34,629.79
Title VI-B Preschool	587	-	3,098.08	3,098.08
Title II-A	590	60,000.00	64,160.95	4,160.95
Miscellaneous Federal Grants	599	35,000.00	36,000.00	1,000.00
<b>Total Special Revenue</b>		<b>1,935,460.00</b>	<b>6,687,891.94</b>	<b>4,752,431.94</b>
<b>Total Government</b>		<b>26,265,048.00</b>	<b>34,465,641.45</b>	<b>8,200,593.45</b>
<b>Proprietary Fund Types - Enterprise</b>				
Food Service	006	1,193,100.00	1,050,232.45	(142,867.55)
Uniform School Supplies	009	237.30	-	(237.30)
CBI Rotary	011	-	730.00	730.00
Latchkey	020	74,800.00	88,582.37	13,782.37
<b>Total Enterprise</b>		<b>1,268,137.30</b>	<b>1,139,544.82</b>	<b>(128,592.48)</b>
<b>Custodial Fund Types</b>				
District Custodial	022	121,600.00	186,067.78	64,467.78
Student Activities	200	200,143.00	171,337.57	(28,805.43)

Total Fiduciary	321,743.00	357,405.35	35,662.35
Total Appropriations	27,854,928.30	35,962,591.62	8,107,663.32

## Clearview Local Schools

FY22 Estimated Resources Amendment 09-13-21, Resolution 2021-

<b>FUNDS</b>	<b>FUND</b>	<b>9/13/2021 Est. Resources</b>	<b>7/1/2021 C/O Unencumbered</b>	<b>Est. Res. + Carry-Over</b>
<b>Government Fund Types</b>				
General	001	18,502,019.22	12,846,858.10	31,348,877.32
Emergency	016	1,231,879.00	88,119.32	1,319,998.32
Principal's Funds	018	33,700.00	43,989.82	77,689.82
<b>Total General Fund</b>		<b>19,767,598.22</b>	<b>12,978,967.24</b>	<b>32,746,565.46</b>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	475,912.00	318,244.95	794,156.95
<b>Total Debt Service</b>		<b>475,912.00</b>	<b>318,244.95</b>	<b>794,156.95</b>
<b>Capital Projects</b>				
Permanent Improvement	003	82,090.00	201,551.44	283,641.44
Capital Projects	070	1,000,000.00	3,000,000.00	4,000,000.00
<b>Total Capital Projects</b>		<b>1,082,090.00</b>	<b>3,201,551.44</b>	<b>4,283,641.44</b>
<b>Special Revenue Fund Types</b>				
Trust Fund	007	30,000.00	24,373.83	54,373.83
Local Grants	019	45,000.00	19,144.07	64,144.07
Classroom Facilities - Maint.	034	80,646.00	166,301.94	246,947.94
Athletics	300	175,000.00	113,690.23	288,690.23
OneNet	451	5,400.00	7,531.38	12,931.38
Student Wellness	467	-	908,341.85	908,341.85
State Grants	499	8,000.00	-	8,000.00
Race To The Top	506	-	-	-
Elem. -Sec. Sch. Emerg. Relief	507	5,041,493.36	(502,906.95)	4,538,586.41
Title VI-B	516	337,424.59	8,456.16	345,880.75
Title I	536	29,100.00	(9,075.00)	20,025.00
Title III	551	7,000.00	886.23	7,886.23
Title IA	572	453,512.80	(6,194.39)	447,318.41
Title IV-A ACAD Enrichment	584	34,629.79	-	34,629.79
Title VI-B Preschool	587	2,500.00	598.08	3,098.08
Improving Teaching Quality	590	84,410.25	(20,249.30)	64,160.95
Medicaid	599	47,406.64	8,593.36	56,000.00
<b>Total Special Revenue</b>		<b>6,381,523.43</b>	<b>719,491.49</b>	<b>7,101,014.92</b>
<b>Total Government</b>		<b>27,707,123.65</b>	<b>17,218,255.12</b>	<b>44,925,378.77</b>
<b>Proprietary Fund Types - Enterprise</b>				
Food Service	006	854,700.00	263,376.49	1,118,076.49
Uniform School Supplies	009	-	262.60	262.60
CBI Rotary	011	-	730.00	730.00
Latchkey	020	95,000.00	42,573.71	137,573.71
<b>Total Enterprise</b>		<b>949,700.00</b>	<b>306,942.80</b>	<b>1,256,642.80</b>
<b>Custodial Fund Types</b>				
District Custodial	022	178,000.00	32,095.04	210,095.04
Student Activities	200	135,000.00	46,631.38	181,631.38
<b>Total Fiduciary</b>		<b>313,000.00</b>	<b>78,726.42</b>	<b>391,726.42</b>

<b>Total Estimated Resources</b>		<u>28,969,823.65</u>	<u>17,603,924.34</u>	<u>46,573,747.99</u>	
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**STATEMENT OF FUND ACTIVITY**  
**FY22 Estimated Resources Amendment 09-13-21, Resolution 2021-**  
**Clearview Local Schools**

		<b>Est. Res. + Carry-Over</b>	<b>Permanent Appropriation Amendment 9/13/2021</b>	<b>Appropriation Above (Below) Est. Resources</b>
<b>General Fund Type</b>				
General	001	31,348,877.32	25,855,708.13	(5,493,169.19)
Emergency	016	1,319,998.32	1,244,000.00	(75,998.32)
Public School Support	018	77,689.82	65,873.88	(11,815.94)
		<u>32,746,565.46</u>	<u>27,165,582.01</u>	<u>(5,580,983.45)</u>
<b>Debt Service Fund Type</b>				
Bond Retirement	002	794,156.95	490,087.50	(304,069.45)
		<u>794,156.95</u>	<u>490,087.50</u>	<u>(304,069.45)</u>
<b>Capital Improvements Fund Type</b>				
Permanent Improvement	003	283,641.44	122,080.00	(161,561.44)
Capital Projects	070	4,000,000.00	-	(4,000,000.00)
		<u>4,283,641.44</u>	<u>122,080.00</u>	<u>(4,161,561.44)</u>
<b>Special Revenue Fund Type</b>				
Special Grants	007	54,373.83	49,343.67	(5,030.16)
Other Local Grants	019	64,144.07	63,453.24	(690.83)
Classroom Facilities Maintenance	034	246,947.94	166,301.94	(80,646.00)
Dist. Managed Activities	300	288,690.23	256,431.93	(32,258.30)
Data Communications	451	12,931.38	12,931.38	-
Student Wellness	467	908,341.85	908,341.85	-
Misc. State Grants	499	8,000.00	-	(8,000.00)
RttT	506	-	-	-
Elem. -Sec. Sch. Emerg. Relief	507	4,538,586.41	4,272,088.72	(266,497.69)
Title VIB	516	345,880.75	345,880.75	-
Title I	536	20,025.00	20,025.00	-
Title III	551	7,886.23	7,886.23	-
Title IA Improving Basic Programs	572	447,318.41	447,318.41	-
Title IV-A ACAD Enrichment	584	34,629.79	34,629.79	-
Preschool Handicapped	587	3,098.08	3,098.08	-
Title IIA Supporting Effective Instr.	590	64,160.95	64,160.95	-
Misc. Federal Grants	599	56,000.00	36,000.00	(20,000.00)
		<u>7,101,014.92</u>	<u>6,687,891.94</u>	<u>(413,122.98)</u>
<b>Total Government</b>		<b>44,925,378.77</b>	<b>34,465,641.45</b>	<b>(10,459,737.32)</b>
<b>Proprietary/Enterprise Fund Type</b>				
Food Service	006	1,118,076.49	1,050,232.45	(67,844.04)
Uniform School Supplies	009	262.60	-	(262.60)
CBI Rotary	011	730.00	730.00	-
Latchkey	020	137,573.71	88,582.37	(48,991.34)
		<u>1,256,642.80</u>	<u>1,139,544.82</u>	<u>(117,097.98)</u>
<b>Custodial Fund Type</b>				
Unclaimed Monies	022	210,095.04	186,067.78	(24,027.26)



	Student Managed Activities	200	<u>181,631.38</u>	<u>171,337.57</u>	<u>(10,293.81)</u>
			<u>391,726.42</u>	<u>357,405.35</u>	<u>(34,321.07)</u>
	<b>Total</b>		<u><u>46,573,747.99</u></u>	<u><u>35,962,591.62</u></u>	<u><u>(10,611,156.37)</u></u>

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

## Proposal for Architectural and Engineering Services – Track and Field(s)

Dear Ms. Nowak:

GPD Group is pleased to have this opportunity to provide you with a proposal, in terms of the Ohio Schools Council (OSC) Agreement for Provision of Professional Design Services, to offer our service in providing the design and construction documentation, bidding assistance, and construction administration services for the Track and Field(s) project which is an integrated component of the overall Clearview Local Schools masterplan.

### Description:

#### Scope of Work

Based upon our conversation and observations of your existing athletic facility complex, we understand that the existing football field needs replacement with turf as the campus plans for the future. It is understood that the district requires the assistance of GPD Group in obtaining the necessary approvals from the various reviewing bodies as well as for the purposes of obtaining bids and undertaking construction of the proposed track, fields and supporting structures. The proposed track and field project will include the following upgrades/improvements to the campus:

- The 6-lane track will be expanded to an 8-lane track and sized appropriately to host divisional contests. New fencing and gates will be designed for the overall facility and the track areas.
- New LED lighting will be designed for the existing light poles at the football field.
- A new press box will be designed to accommodate the visitor's coaches and shall be located near the existing. A covering will be provided to connect the (2) press boxes. Refer to Exhibit C for a similar structure.
- The existing press box will be renovated to the same level of finish as the proposed press box so that materials and aesthetics are maintained.
- The baseball and softball field shall be replaced with turf for the Outfield and Infield. New fencing will be provided. The baseball field will be re-oriented to have the preferred layout. Refer to Exhibit A for more information.
- Existing dug-out(s) will be demolished and replaced with new. It is envisioned that these dugouts will be surface (not sunken) and constructed of masonry. The baseball dugouts will also have designated restrooms for players and another for spectators. Refer to Exhibit B for a similar structure. The restroom design for the dugout will require a pump station. This fee is separated out in Task 201 with a description of such work.
- New Scoreboard will be located on the North Side of the football field.

We understand that the initial opinion of probable cost for the proposed Scope of Work above to be **\$2,580,853** which includes the Base Bid Construction Cost and Alternate #1, #2, #3 per our conversation on 08/04/2021. A detail of this construction cost break-down is attached to this Proposal.

The following is a breakdown of the anticipated milestones:

**Task 100 – Schematic Design Documents**

GPD will review the initial concept plan with the stakeholders to review programmatic and material selections for the track/turf selections. An initial cost estimate will be provided along with the schematic design documentation.

**Task 200 – Construction Documents**

Following District approval of the Schematic Design documentation, this task will provide the appropriate drawings and specifications for Building Department plan approval and will also be suitable for soliciting the bids for this project.

**Task 201 – Construction Documents for Pump Station**

Sanitary sewer service will be provided to the facility by installation of a pump station and forcemain to the public sanitary sewer system. It is our understanding that the City of Lorain Department of Sanitary Sewers will accept the flow from the forcemain at an existing manhole to be identified during design for the gravity sewer discharge.

Our proposed services will include detailed design and preparation of plan documents and technical specifications for the construction of the aforementioned pump station and forcemain. GPD will provide the necessary drawings and specifications required to obtain permits and to solicit competitive bids from qualified contractors.

GPD's water resource engineers will design and produce bid/construction documents for the pump station and discharge forcemain and coordinate with the dugouts and site design. Pump station design is expected to consist of a duplex submersible grinder pump station with associated valving and control accessories. The proposed forcemain is expected to be 1.5" to 2" diameter HDPE pipe installed by open-cut means. GPD will prepare and submit permitting packages to the Ohio EPA. Permit fees will be paid directly by the owner and are not included in this proposal. GPD's electrical engineers will assist with construction documents for the electrical service from the proposed building to the pump station. It is assumed that the proposed pump station will be limited to local controls and alarms. SCADA integration is not included in the scope of services. It is assumed that back-up power for the pump station will be achieved by the use of a diesel powered portable generator (not in contract) and receptacle (no permanent stand-by generator).

**Task 300 – Bidding Phase**

Following the conventional design/bid/build project delivery method, we will provide assistance through the bidding phase with attendance at a pre-bid meeting, answering requests for information (RFI's), issuing Addenda, and attendance at a bid acceptance meeting.

**Task 400 – Construction Administration**

This task will include assistance with construction administration of the project including review of contractor progress, attendance at regular construction meetings, answering requests for information (RFI's), issuing change orders, review of contractor payment applications and preparation of punchlists.

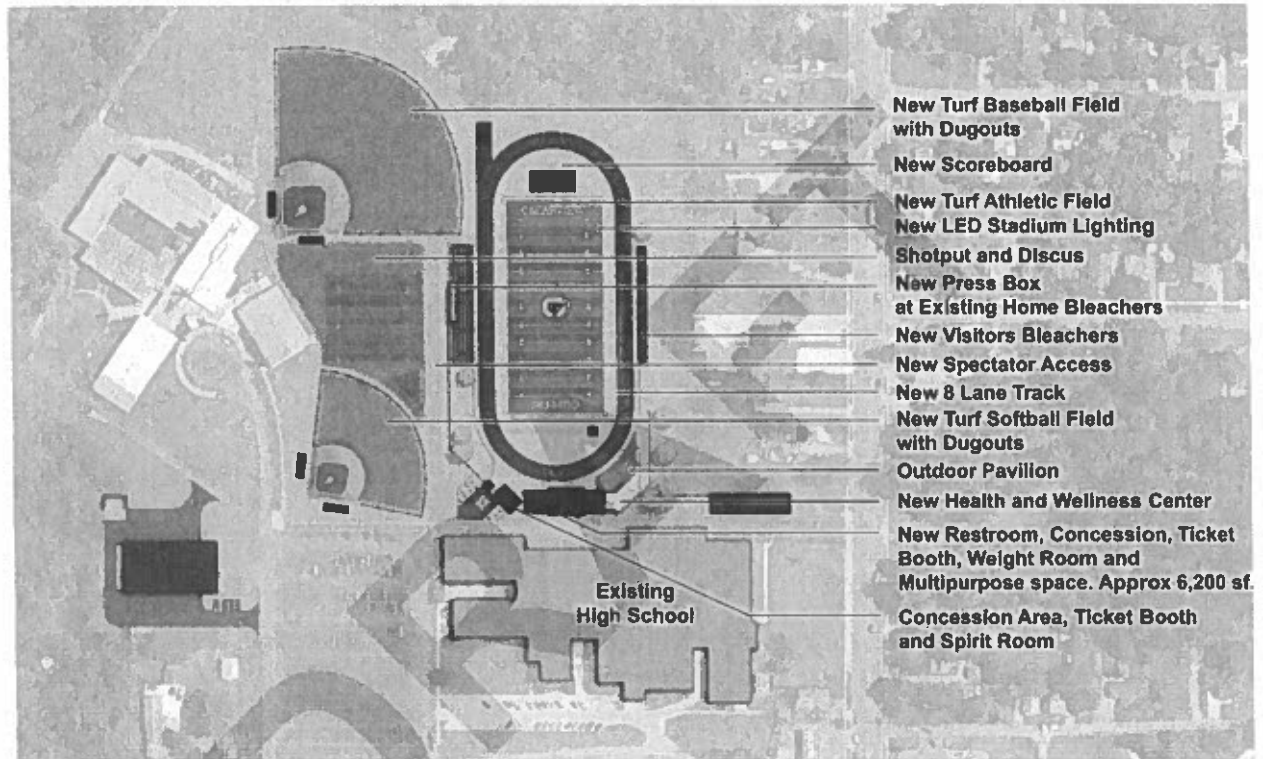
**Task 500 – Project Closeout**

Following completion of construction, we will provide assistance with review of project closeout documentation including review of operation & maintenance (O&M) manuals, review of warranties, preparation of record documents based upon contractor as-built documents.

## Exclusions

- Site Survey, including survey for Private Utility Services and geotechnical services will be required for this project. At your request, GPD Group will provide a proposal for these services separately.
- Hazardous Material Assessment for the existing storage and restroom building will be required. At your request, GPD Group will solicit a proposal for these services from a trusted environmental consultant for your review/consideration.
- Campus stormwater analysis and design will be provided under a separate cover/proposal.
- Design/evaluation of the public sanitary sewer; easement preparation/acquisition.

## EXHIBIT "A"



## Exhibit 'B' and 'C'



### Fee and Schedule

GPD Group proposes to complete the tasks included in the above Scope of Services for the lump sum fee of **\$227,640**.

<b>Proposed Fee:</b>	
Task 100 – Schematic Design Documents	\$ 34,448
Task 200 – Construction Documents	\$ 115,348
Task 201 – CD’s for Pump Station	\$ 6,000
Task 300 – Bidding Assistance	\$ 8,363
Task 400 – Construction Administration	\$ 53,618
Task 500 – Project Closeout	\$ 9,863
<b>Total</b>	<b>\$ 227,640</b>
<b>Alternative Bid #4 - Add</b>	<b>\$ 8,320</b>
Reimbursable Costs (estimated): \$1,200	

Reimbursable expenses will be billed in addition to the fees presented above at actual cost without mark-up. For this proposal expenses are anticipated to be limited to mileage and printing, if needed.

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

### Proposed Schedule:

This schedule anticipates bidding in January 2022 with construction to commence in March 2022 and completion in July 2022.

- Project kick-off is anticipated to take 1 week from the date of receipt of authorization.
- Task 100 is anticipated to take 4 weeks
- Task 200 is anticipated to take 8 weeks
- Task 201 will occur simultaneously with Task 200
- Task 300 is anticipated to take 4 weeks
- Task 400 is anticipated to take 20 weeks
- Task 500 is anticipated to take 4 weeks

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

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

Sincerely,  
GPD GROUP



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

cc: Mark Salopek, GPD Group



September 7, 2021  
2018200 xx

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

## Clearview – Track and Field(s)

Dear Ms. Nowak:

### Cost Breakdown for Track and Field(s) Proposal

Per our conversation on 09/01 please find the following simplified price break-down for the Football, Track, and Baseball/Softball fields including various improvements.

<b>OPTION 1A</b>	
<b>Opinion of Probable Cost w/ No Value Engineering Items Included</b>	
Football Field; Synthetic Turf, Field Logo, Goalposts, Scoreboard and Pressbox	\$624,243
Track Venue; Black Vinyl Fence, 8 lane track, End Surface D Zone, Track Events (including shotput and discus)	\$606,754
Baseball Venue; Turf infield, underdrains, 4' high vinyl fence, backstop, flagpole, and scoreboard. New dugouts w/ restroom	\$704,328
Contingency for Football, Track and Baseball (listed above)	\$174,977
Softball Venue; Turf infield, underdrains, new dugouts w/ restroom	\$234,051
Re-lamp existing football field lights w/ LEDs utilizing existing posts	\$236,500
<b>NEW lighting for baseball and softball fields*</b>	\$1,152,250
<b>Total</b>	<b>\$ 3,733,103</b>

\*Per GPD proposal; Add \$8,320 for design fees for this line item

<b>OPTION 1B</b>	
<b>Opinion of Probable Cost w/ No Value Engineering Items Included</b>	
Football Field; Synthetic Turf, Field Logo, Goalposts, Scoreboard and Pressbox	\$624,243
Track Venue; Black Vinyl Fence, 8 lane track, End Surface D Zone, Track Events (including shotput and discus)	\$606,754
Baseball Venue; Turf infield, underdrains, 4' high vinyl fence, backstop, flagpole, and scoreboard. New dugouts w/ restroom	\$704,328
Contingency for Football, Track and Baseball (listed above)	\$174,977
Softball Venue; Turf infield, underdrains, new dugouts w/ restroom	\$234,051
Re-lamp existing football field lights w/ LEDs utilizing existing posts	\$236,500
<b>No Baseball/Softball Lights</b>	\$ 0
<b>Total</b>	<b>\$ 2,580,853</b>

**Value Engineering Considerations (Deduct/Add to Option 1A & 1B)**

Change from Vinyl fencing to Chain Link fence (deduct)	(\$20,000)
Change from sod baseball outfield to seed (deduct)	(\$28,000)
Remove flagpole scope from Baseball (deduct)	(\$10,000)
Remove scoreboard scope from Baseball (deduct)	(\$10,000)
<b>Synthetic Turf Outfield for Baseball Field (ADD)</b>	<b>\$178,225</b>

Sincerely,

GPD Group



Russell Gayheart, AIA, LEED AP BD+C  
Project Manager

CC: Mark Salopek, Practice Leader

**EXHIBIT VII.A.4**

Question#	Are the assets held by a legally separate entity that meets the definition of a component unit as defined in GASB 14?	2	6	Fund 022- FSA	Fund 022- Various (see excel file)	Fund 022- Tournament	Fund 022- Social Fund	Fund 200 - Student Managed Activity
1	Are the assets held for pension arrangements or OPEB arrangements?	14	3	No	No	No	No	No
2	Are the assets held in a trust or equivalent arrangement and the government itself is NOT a beneficiary?	16	4					
3	Are the assets for the benefit of individuals and the government does NOT have administrative involvement or direct financial involvement?	16	5					
4	Are the assets for the benefit of organizations or other governments that are NOT part of the financial reporting entity?	16	17					
5	Does the government receive the assets?	7	18	Yes	Yes	Yes	Yes	Yes
6	Are the assets held for pension arrangements or OPEB arrangements?	14	8	No	No	No	No	No
7	Are the assets derived solely from the government's own-source revenue?	17	9	No	Yes	No	Yes	No
8	Are the assets derived from government-mandated nonreciprocal transactions or voluntary nonreciprocal transactions?	10	11	No		No		No
9	Are the assets derived from a pass-through grant for which the government does have administrative involvement or direct financial involvement?	17	11					
10	Are the assets (a) administered through a trust in which the government itself is NOT a beneficiary, AND (b) dedicated to providing benefits to recipient in accordance with the benefit terms, AND (c) legally protected from the creditors of the government.	16	12	No		No		No
11	Are the assets for the benefit of individuals and the government does NOT have administrative involvement or direct financial involvement? The assets are NOT derived from the government's proceeds of goods or services to those individuals.	16	13	No		No		No
12	Are the assets for the benefit of organizations or other governments that are not part of the financial reporting entity?	16	17	No		Yes		No
13	Is the pension plan or OPEB plan within the scope of other GASB guidance?	16	15					
14	Are the assets from entities that are not part of the reporting entity being accumulated for pensions or OPEB that are not administered through trusts that meet the criteria in paragraph of Statements 67 and 74?	16	17					
15	Fiduciary Fund					X		
16	Governmental/Business Type Activity			X	X		X	X
17	Do NOT report this activity			GF	GF		GF	SR
18	Do NOT report this activity							

Type of Fiduciary Fund:  
Pension (and other Employee Benefits) Trust Funds  
Investment Trust Funds  
Private Purpose Trust Funds  
Custodial Funds  
All other

If Yes on Question ...  
14 & 15  
3 & 11  
3 & 11  
is not Investment trust  
All other

Evaluate for external investment pool and individual investment accounts

NOTE: If you have multiple "X" for the same fund, you need to recheck selections



43,673.40 7,830.42 94,374.87 7,432.11 105,953.23 32,095.04

Notes per conversation with Mary Ann

Fund	ACC	Account	beginning	FTTD receipts	FTYD Expenditures	cash fund balance	Moved to
Agency	22	9320 022-9320	parking lot project	0	0	0	0
Agency	22	9313 022-9313	teachers social fund	402.95	32.01	535.4	0
Agency	22	9316 022-9316	bus garage social fund	504.83	0	0	504.83 General Fund
Agency	22	9312 022-9312	teachers social fund	774.46	40.97	732.49	0
Agency	22	9314 022-9314	teachers social fund	912.48	0	705.67	0
Agency	22	9895 022-9895	spec. trust grant fund	1,365.77	0	0	0
Agency	22	9315 022-9315	unclaimed funds	1,434.98	0	0	0
Agency	22	0 022-0000	insurance claims	7,078.11	0	0	0
Agency	22	9317 022-9317	CEA wage reimb.	9,246.50	0	0	9,246.50
Agency	22	9318 022-9318	OHSAA Tournament fund	10,470.59	0	0	0
Agency	22	9319 022-9319	FSA	11,482.73	7,757.44	92,401.31	7,432.11
SR	599	9822 599-9822		0	0	0	0

Totals	GF - all others	GF - unclaimed funds	GF - all others	GF - unclaimed funds	GF - all others	GF - unclaimed funds
20,285.10	1,973.56	11,023.47	1,235.19	1,434.98	10,470.59	10,470.59

Note: Considered payroll clearing account. School to keep recording as is and at FYE. JSGZ will record it in the GF as doing the following entry: change in cash as debit/credit to cash and offset is expense/revenue.



Today and tomorrow, your partner for growth

## BUCKEYE COMMUNITY BANK ODFI/ORIGINATOR ACH AGREEMENT & PAY-IT-NOW AGREEMENT

### COMPANY INFORMATION AND STATEMENT

Company: Clearview Local School District  
(hereafter referred to as "Company")

Tax ID Number: 34-6000658

Approved Exposure Limit(s): Schedule ?

Approved SEC Code(s): CCD

This Agreement is made this 3rd day of August, 2021, by and between Company and Buckeye Community Bank.

### RECITALS

A. The Company authorizes Buckeye Community Bank to initiate credit and/or debit Entries pursuant to the terms of this Agreement and the *Nacha Operating Rules and Guidelines* ("*Rules*"), and Buckeye Community Bank is willing to act as an Originating Depository Buckeye Community Bank ("ODFI") with respect to such Entries.

B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and means the data received from Company hereunder from which Buckeye Community Bank initiates each Entry.

C. Buckeye Community Bank's ACH Management Policy, as approved by Buckeye Community Bank's Board of Directors, does not permit the origination of Entries with the following SEC codes:

- Accounts Receivable Entries (ARC)
- Back Office Conversion Entries (BOC)
- Corporate Credit or Debit Entries (CCD)
- Prearranged Payment and Deposit Entries (PPD)
- Represented Check Entries (RCK)
- Telephone Initiated Entries (TEL)
- Internet/Mobile Entries (WEB)
- International ACH Transactions (IAT)

## AGREEMENT

1. **Nacha Operating Rules and Guidelines.** The Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if it so desires. The Company agrees to comply with and be bound by the *Rules*. Buckeye Community Bank will notify Company of any revisions to the *Rules* of which the Bank has knowledge. If the Company violates any of the applicable *Rules* and that violation results in a fine being imposed on Buckeye Community Bank by Nacha, Buckeye Community Bank may charge the fine to Company.
2. **U.S. Law.** It is the responsibility of Company to ensure that Company's origination of ACH transactions complies with the laws of the United States.
3. **Governing Law.** This Agreement will be construed in accordance with and governed by the laws of the State of Ohio.
4. **Security Procedures.** Company and Buckeye Community Bank will comply with the security procedure requirements described in the attached Schedule A – Security Procedures, with respect to Entries transmitted by Company to Buckeye Community Bank.
  - (a) Company acknowledges that those security procedures are commercially reasonable, and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Buckeye Community Bank and Company for the detection of any such error.
  - (b) Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web servers) that provides commercially reasonable encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule A – Security Procedures outlines additional requirements.
  - (c) Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Buckeye Community Bank in connection with the security procedures detailed in Schedule A – Security Procedures. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Buckeye Community Bank immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Buckeye Community Bank prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. *Physical and Electronic Security.*

- (a) Customer is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control, see Schedule A – Security Procedures. Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that as part of the foregoing obligation Customer shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules. Buckeye Community Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Buckeye Community Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Buckeye Community Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.
- (b) Customer acknowledges and agrees that it is Customer's responsibility to protect itself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Buckeye Community Bank will never contact Customer by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer nor its User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Buckeye Community Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or Internet fraud.
- (c) In the event of a breach of the Security Procedure, Customer agrees to assist Buckeye Community Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Buckeye Community Bank or Buckeye Community Bank's agent access to Customer's hard drive, storage

media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Buckeye Community Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Buckeye Community Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Buckeye Community Bank .

6. *Designation of Administrator.* In order to originate ACH Entries, Customer must designate at least one Administrator. Administrator(s) shall be responsible for designating "Users" who Customer authorizes to issue Entries on its behalf. For the purposes of this Agreement, the term User shall also include the Administrator. The Buckeye Community Bank shall be entitled to rely on the designations made by the Customer's Administrator(s) and shall not be responsible for matching the names of the company Users designated by the Administrator(s) to names or titles listed in Customer's banking resolutions. Customer agrees that any such online Entries shall comply with Buckeye Community Bank's Security Procedures, which are subject to change without notice to Customer. Although Buckeye Community Bank is only required to act upon the instructions of the User(s), the Buckeye Community Bank may, in its sole discretion, execute debit or credit Entries initiated by any individuals authorized by Customer to sign checks on Customer accounts. The signature cards establishing the authorized signatories for Customer deposit accounts are hereby incorporated by reference and made a part hereof.
7. *Processing and Settlement by Buckeye Community Bank.* Except as provided in Section 18, Buckeye Community Bank will
  - (a) process Entries received from Company to conform with the file specifications set forth in the *Rules*,
  - (b) transmit such Entries as an ODFI to the ACH Operator, by the deadline set forth by the ACH Operator.
    - i. such Entries are received by buckeye Community Bank's related cut-off time on a Business Day (Entries delivered via electronic file transmission will be deemed received by Buckeye Community Bank when the transmission is completed as provided in Schedules A and B; hand-delivered files of Entries will not be accepted for processing at the location specified in Schedules A and B; and
    - ii. the ACH Operator is open for business on such business day (excludes Federal Holidays), and
  - (c) settle Entries as provided in the *Rules*.

If any of the requirements of Section 7 are not meet, Buckeye Community Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

Buckeye Community Bank will transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule B – ACH File Delivery and Processing, same business day, one (1) business day or two (2) business days prior to the Effective Entry Date shown in such Entries. If any of the requirements of clause (a), (b), or (c) of Section 7 are not met, Buckeye Community Bank will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

8. *Pre-Funding.* Buckeye Community Bank reserves the right to require Customer to pre-fund an Account maintained at Buckeye Community Bank prior to the Settlement Date of the ACH file. Buckeye Community Bank shall determine whether pre-funding is required based on criteria established from time to time by Buckeye Community Bank . Buckeye Community Bank will communicate directly to Customer if pre-funding is required and, if requested by Customer, will provide Customer with an explanation of its pre-funding criteria designated in Schedule G – Pre-funding Authorization. If it is determined that pre-funding is required, Customer will provide immediately available and collected funds sufficient to pay all Entries initiated by Customer (a) not later than 8:00 a.m. local time 2 banking days before each Settlement Date, and (b) prior to initiating any Entries for which pre-funding is required.
9. *On-Us Entries.* In the case of an Entry received for debit or credit to a Receiver's account maintained at Buckeye Community Bank (an on-us Entry), Buckeye Community Bank will credit or debit the Receiver's accounts for the amount of such Entry on the Effective Entry Date.
10. *Reversal of Entries.* Company may initiate Reversing Entries or Reversing Files in accordance with the *Rules*, when Buckeye Community Bank has been notified of an error and has approved the initiation of Reversals.
  - (a) Company will provide notification of a reversal and the reason for the reversal to the Receiver of the reversing Entry no later than the Settlement Date of the Reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).
  - (b) Company will submit a Correcting File with a Reversing File when incorrect Entries are being reversed.
  - (c) *General Procedure.* Upon proper and timely request by the Customer, the Buckeye Community Bank will use reasonable efforts to affect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed; (ii) be made immediately, not to exceed ten (10) hours, upon discovery of the error; and (iii) be accompanied by a Reversal/Cancellation Request form and comply with all of the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit File, it shall concurrently deposit into

the Customer Account an amount equal to that Entry or File. The Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

- (d) **No Liability:** Reimbursement to the Buckeye Community Bank . Under no circumstances shall Buckeye Community Bank be liable for interest or related losses if the requested reversal of an Entry is not affected. The Customer shall reimburse Buckeye Community Bank for any expenses, losses or damages it incurs in effecting or attempting to affect the Customer's request for reversal of an Entry.

**11. Error Detection.** Buckeye Community Bank has no obligation to discover and shall not be liable to Customer for errors made by Customer, including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates. Buckeye Community Bank shall likewise have no duty to discover and shall not be liable for duplicate Entries issued by Customer. Notwithstanding the foregoing, if the Customer discovers that any Entry it has initiated was in error, it shall notify the Buckeye Community Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, the Buckeye Community Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any On-Us" credit Entry within the time limits provided by the Rules. In the event that Customer makes an error or issues a duplicate Entry, Customer shall indemnify, defend all claims, and hold Buckeye Community Bank harmless from any loss, damages, or expenses, including but not limited to attorney's fees, incurred by Buckeye Community Bank as result of the error or issuance of duplicate Entries.

**12. Prohibited Transactions.** Customer agrees not to use or attempt to use the Services

- (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation,
- (b) to breach any contract or agreement by which Customer is bound,
- (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or
- (d) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement.

Customer acknowledges and agrees that Buckeye Community Bank has no obligation to monitor Customer's use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Buckeye Community Bank reserves the right to decline to execute any transaction or activity that Buckeye Community Bank believes violates the terms of this Agreement.

**13. *Suspension and Rejection of Entries.*** Buckeye Community Bank may suspend processing of or reject any Entry which does not comply with the requirements of the *ACH Rules*.

- a. Buckeye Community Bank has the right to suspend processing of or reject an on-us Entry for any reason for which an Entry may be returned under the Rules.
- b. Buckeye Community Bank has the right to suspend processing of or reject any Entry if Company has failed to comply with its account balance obligations under Section 19.
- c. Buckeye Community Bank will notify Company by phone, electronic transmission, or in writing of such suspension or rejection no later than the business day such Entry would otherwise have been transmitted by Buckeye Community Bank to the ACH Operator, or in the case of an on-us Entry, its Settlement Date.
- d. Buckeye Community Bank will have no liability to Company by reason of the suspension or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.
- e. If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of Company to remake such Entries.
- f. Should the File be rejected due to an error caused by Buckeye Community Bank, Buckeye Community Bank is responsible for remaking the File.
  - i. In such a case, Company will supply sufficient information, as required in Section 10 to allow Buckeye Community Bank to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

**14. *Cancellation or Amendment to Entries by Company.*** Company has no right to cancel or amend any Entry after its receipt by Buckeye Community Bank. However, Buckeye Community Bank will use reasonable efforts to act on a request by Company to cancel an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. Company will reimburse Buckeye Community Bank for any expenses, losses, or damages Buckeye Community Bank may incur in effecting or attempting to affect the cancellation or amendment of an Entry.

**15. *Notice of Returned Entries.*** Buckeye Community Bank will promptly notify Company by phone, electronic transmission or in writing by mail of the receipt of a returned Entry from the ACH Operator.

**16. *Notifications of Change.*** Buckeye Community Bank will promptly notify Company by phone, electronic transmission or in writing by mail of all Notifications of Change received by Buckeye Community Bank related to Company's Entries no later than two (2) banking days after receipt thereof. Company will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of Company's receipt



of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If Company fails to correct the Entry, NACHA may impose fines that may be debited from Company's account.

**17. Re-initiation of Entries.** Company may not reinitiate Entries in accordance with the *Rules*.

- a. The Re-initiation of the Entry occurs within 180 days after Settlement Date of the original Entry, and,
- b. The Entry has not been returned for insufficient or uncollected funds more than two times following the Return of the original Entry.

**18. Settlement - Payment by Company for Entries; Payment by ODFI for Entries.**

- (a) Company will pay Buckeye Community Bank the amount of each credit Entry (including On-Ups Entries) transmitted by Buckeye Community Bank pursuant to this Agreement at such time on the Settlement Date with respect to Buckeye Community Bank of such credit Entry as Buckeye Community Bank at its discretion, may determine.
- (b) Company will pay Buckeye Community Bank the amount of each debit Entry returned by a Receiving Depository Buckeye Community Bank ("RDFI") and charged back to Company by Buckeye Community Bank, pursuant to this Agreement.
- (c) Buckeye Community Bank will pay Company the amount of each debit Entry (including On-Ups Entries) transmitted by Buckeye Community Bank pursuant to this Agreement at such time on the Settlement Date of each Entry.
- (d) Buckeye Community Bank will pay Company the amount of each credit Entry returned by a RDFI pursuant to this Agreement.

**19. The Account.** Company will always maintain a balance of available funds in the account sufficient to cover its payment obligations under this Agreement. If there are not sufficient available funds in the account to settle Company's payment obligations per this Agreement, Company agrees that Buckeye Community Bank may debit any account maintained by the Company with Buckeye Community Bank or any affiliate of Buckeye Community Bank or that Buckeye Community Bank may set off against any amount it owes to the Company to obtain payment of Company's obligations under this Agreement.

- a. Buckeye Community Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in the attached Schedule C – Account Agreement, and will credit the account as of the date of receipt for any amount received by Buckeye Community Bank by reason of the return of an Entry transmitted by Buckeye Community Bank for which the Buckeye Community Bank has previously received payment from Company.

- b. The periodic statement issued by Buckeye Community Bank for Company's account will reflect Entries credited and debited to Company's account. Company agrees to notify Buckeye Community Bank promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Buckeye Community Bank within 10 days of receipt of a periodic statement.
  - i. Company agrees that Buckeye Community Bank will not be liable for any other losses resulting from Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement.
  - ii. If Company fails to notify Buckeye Community Bank within 60 days of receipt of a periodic statement, Company will be precluded from asserting such discrepancy against Buckeye Community Bank.
- c. Upon request of Buckeye Community Bank, Company agrees to promptly provide to Buckeye Community Bank information pertaining to Company's financial condition. Buckeye Community Bank reserves the right to pull a credit report at any time to evaluate Company's ongoing financial condition.

**20. *Company Representations and Agreements; Indemnity.*** Company will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and Company will be bound by and comply with the *ACH Rules* as in effect from time to time, including without limitation the provision of the Rules that makes payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and specifically acknowledges that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver, Company agrees:

- a. Entries transmitted to Buckeye Community Bank by Company are limited to those types of Entries set forth in this Agreement if
  - i. each person shown as the Receiver on an Entry received by Buckeye Community Bank from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, and,
  - ii. such authorization is operative at the time of transmittal or crediting by Buckeye Community Bank as provided herein,
- b. If an Entry (or a request for cancellation or amendment of an Entry) received by Buckeye Community Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Buckeye Community Bank the amount of such

Entry (or request) even though the Entry (or request) was not authorized by Company, whether or not Buckeye Community Bank acted in compliance with the security procedure referenced in Schedule A – Security Procedures. If signature comparison is to be used as part of that security procedure, Buckeye Community Bank will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, based on such comparison, believes the signature to be that of such Authorized Representative.

- c. Company will indemnify Buckeye Community Bank against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the forgoing agreements.
- d. Buckeye Community Bank has the right to audit Company's compliance with the *Rules*, U.S. law, and Bank policies. Company will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.

**21. Buckeye Community Bank Responsibilities; Liability; Limitations on Liability; Indemnity.** Buckeye Community Bank is responsible only for performing the services expressly provided for in this Agreement and is liable only for its negligence in performing those services. Buckeye Community Bank is not responsible for Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation to the return of an Entry by such Receiver or RDFIs), and no such person will be deemed Buckeye Community Bank 's agent. Company agrees to indemnify Buckeye Community Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Buckeye Community Bank is responsible for, any act of omission by Company or any other person described in this Section.

- a. Buckeye Community Bank is only liable for Company's actual damages due to claims arising solely from Buckeye Community Bank's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event will Buckeye Community Bank be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Buckeye Community Bank 's acts or omissions pursuant to this Agreement.
- b. Buckeye Community Bank is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other

circumstances beyond Buckeye Community Bank 's control. In addition, Buckeye Community Bank is excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Buckeye Community Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Buckeye Community Bank reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. Buckeye Community Bank's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Buckeye Community Bank's option, payment of such interest may be made by crediting the account.

## **22. *Compliance with Security Procedures.***

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by Buckeye Community Bank purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Buckeye Community Bank the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, whether or not Buckeye Community Bank acted in compliance with the security procedure referenced in Schedule A. If signature comparison is to be used as a part of that security procedure, Buckeye Community Bank will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

**23. *Inconsistency of Name and Account Number.*** Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Buckeye Community Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Buckeye Community Bank is not excused in such circumstances.

**24. *Transmittal of Entries by Company.*** Company will transmit Entries to Buckeye Community Bank in compliance with the formatting and other requirements set forth in the attached Schedule B – ACH File Delivery and Processing , as updated from time to time.

**25. *Exposure Limits.*** Company's ability to originate Entries under this Agreement is subject to ACH exposure limits in accordance with the *Rules*. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Buckeye Community Bank must comply with limits set forth in the attached Schedule F - Exposure Limits Disclosure.

26. *Reporting Requirement.* Buckeye Community Bank is obligated under the *Rules* to provide reporting information regarding Company to NACHA if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as established in the *Rules*.

27. *Specific Entry Types.* The *Rules* contain special requirements and impose additional obligations on Buckeye Community Bank when it acts as ODFI with respect to certain Entry types. As a result, Buckeye Community Bank must obtain additional agreements and representations from Company with respect to those Entry types, which are set forth in the SEC Schedule(s) to the ODFI/Originator Agreement and shall become part of this agreement. See Schedule H – ACH SEC Authorization

a. Accounts Receivable (ARC) Entries.

- i. *Notification.* Company will provide notice(s) prior to receiving the source document (i.e. check or sharedraft) in accordance with the *Rules*.
- ii. *Eligibility Requirements.* Company will initiate an ARC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the *Rules*.
- iii. *Entry Information.* Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
- iv. *Eligible Source Document.* Company will retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the ARC Entry. Company will provide Financial Institution with a copy of the item within seven (7) business days upon request. Company will ensure that the source document to which the ARC Entry relates is not presented for payment. Company will employ commercially reasonable methods to securely store the source document and banking information related to the ARC Entry until destruction.

b. Back Office Conversion (BOC) Entries.

- i. *Notification.* Company will provide notice(s) prior to receiving the source document (i.e. check or sharedraft) in accordance with the *Rules*.
- ii. *Eligibility Requirements.* Company will initiate a BOC Entry only if the source document meets the definition of an Eligible Source Document in accordance with the *Rules*.

- iii. *Entry Information.* Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
  - iv. *Receiver Identification.* Company will employ commercially reasonable methods to verify the identity of the Receiver.
  - v. *Working Telephone Number.* Company will maintain a working telephone number that is answered during normal business hours for Receiver inquiries.
  - vi. *Eligible Source Document.* Company will retain a reproducible front copy of the source document for two (2) years from the Settlement Date of the BOC Entry. Company will provide Financial Institution with a copy upon request. Company will ensure that the source document to which the BOC Entry relates is not presented for payment. Company will employ commercially reasonable methods to securely store the source document and banking information related to the BOC Entry until destruction.
- c. Point-of-Purchase (POP) Entries.
- i. *Notification.* Company will provide notice(s) prior to acceptance of the source document (i.e. check or sharedraft) in accordance with the *Rules*.
  - ii. *Authorization.* Company will obtain written Authorization for POP Entries in accordance with the *Rules* and U.S. law. Company will retain the Authorization or a copy of the Authorization for a period of two (2) years from the Settlement Date of the POP Entry. Company will, upon request within seven (7) business days, provide Financial Institution an original or copy of the Receiver's Authorization for POP Entries.
  - ii. *Entry Information.* Company will ensure that the amount of the Entry, the routing number, the account number and check serial number are in accordance with the source document. A reading device must be used to capture the routing number, account number and check serial number from the MICR line of the source document.
  - iv. *Eligibility Requirements.* Company will initiate a POP Entry only if the source document meets the definition of an Eligible Source Document in accordance with the *Rules*.
  - v. *Eligible Source Document.* Company will void and return the source document to the Receiver. Company will also ensure that the source

document has not been provided by the Receiver for use in any prior POP Entry.

- vi. *Receipt.* Company will ensure that the Receiver is provided with a receipt that contains information relating to the POP Entry, as required by the *Rules*.

d. Re-presented Check (RCK) Entries.

- i. *Notification.* Company will provide notice of its RCK policy prior to acceptance of the consumer's check.
- ii. *Eligibility Requirements.* Company will initiate an RCK Entry only if the check meets the eligibility requirements in accordance with the *Rules*.
- iii. *Good Title.* Company warrants that it has good title to the returned item.
- iv. *The Original Check.* Company warrants that all signatures are authentic and authorized; the item has not been altered; the item is not subject to a defense or claim in retrieval of any party that can be asserted against Financial Institution; there is no knowledge of insolvency of the maker or acceptor; the amount was accurately obtained from the item; and the information encoded in magnetic ink is correct. Company agrees that any restrictive endorsement on the check will be void or ineffective when the check is presented as an RCK Entry.
- iv. *Collection of Fees.* Company will not add a collection fee to the original amount of the check. To collect fees related to return check processing, Company will provide notice at the time the original check is accepted and will initiate a separate ACH debit Entry using the PPD format.
- vi. *Retention.* Company will retain a reproducible front and back copy of the check for seven (7) years from the Settlement Date of the RCK Entry. Company will provide Financial Institution with a copy of the item within seven (7) business days.

e. Telephone-Initiated (TEL) Entries.

- i. *Authorization.* Company will obtain authorization for TEL Entries in accordance with the *Rules* and U.S. law. Company will retain the original or a copy of the written notice, or the original or a duplicate audio recording of the oral authorization for a period of two (2) years from (i) the settlement date of a single Entry, or (ii) from the termination or revocation of the authorization for a recurring Entry or a single Entry scheduled in advance. Company will provide Financial Institution an original or copy of the

Receiver's Authorization for TEL Entries within seven (7) business days upon request.

- ii. *Routing Number Verification.* Company will employ a commercially reasonable procedure to verify routing numbers.
- iii. *Receiver Identification.* Company will employ a commercially reasonable procedure to verify the identity of the Receiver.

(f) Mobile and Internet-Initiated (WEB) Entries.

- i. *Authorization.* Company will obtain Authorization for WEB Entries in accordance with the *Rules* and U.S. law. Company will retain a record of the Authorization for a period of two (2) years from (i) the Settlement Date of a single WEB Entry, and (ii) the termination or revocation of the Authorization of a recurring WEB Entry or a single WEB Entry scheduled in advance. Company will provide Financial Institution an original or copy of the Receiver's Authorization for WEB Entries within seven (7) business days upon request.
- ii. *Receiver Identification.* Company will employ commercially reasonable methods of authentication to verify the identity of the Receiver.
- iii. *Routing Number Verification.* Company will employ a commercially reasonable procedure to verify routing numbers.
- iv. *Fraudulent Transaction Detection System.* Company will employ a commercially reasonable fraudulent transaction detection system.
- v. *Secure Transmissions.* Banking information related to an Entry that is Transmitted via a Secured or an Unsecured Electronic Network must, at all times from the point of data entry and through the Transmission of such banking information, be either Encrypted or Transmitted via a secure session, in either case using a commercially reasonable technology that provides a level of security that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Banking information includes any Entry, routing number, account number, PIN or other identification symbol.
- vi. *Website Security Audit.* Company will conduct an annual audit to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of (i) physical security to protect against theft, tampering or damage; (ii) personnel and access controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage and distribution.



g. International ACH Transaction (IAT).

- i. *Responsibilities.* Company is responsible for the accuracy of the file and assumes all responsibilities in the event of an error or duplicate entry.
- ii. *Currency Conversion.* Company assumes all risks and liabilities for foreign exchange conversion, including terms and conditions. Company will accept IAT Entries returned in a different dollar amount than the original entry.
- iii. *Compliance.* Company warrants the IAT Entry has been authorized, if required, in compliance with the laws and payment system rules of the receiving country.

h. Prearranged Payment and Deposit Entry (PPD).

*Assumption of ODFI Warranties.* Company warrants to Financial Institution that Company makes the warranties and assumes the liabilities of Financial Institution under the PPD Rules, including Company:

- i. Will obtain Authorization for PPD Entries in accordance with the *Rules* and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within seven (7) business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.
- ii. May send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule B. Should Company receive notice that any such prenotification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.
- iii. Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.
- iv. Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

i. Corporate Payment Applications (CTX) (CCD+) (CCD).

- i. *Pre-notifications.* Company may send a prenotification three (3) banking days prior to initiating the first Entry to a Receivers account. Company will provide any such notice to Financial Institution in the format and on the medium

provided in the *Rules* and Schedule B. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

- ii. *Uniform Commercial Code Article 4A (UCC-4A) Disclosure.* In regards to the origination of "wholesale credit" Entries, (defined as corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:
  1. The Entry may be transmitted through the ACH;
  2. The rights and obligations of the Originator concerning the Entry will be governed by and construed in accordance with the laws of the State of Ohio;
  3. Credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
  4. If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

28. *Same Day ACH Originators (requires additional approval).*

Same Day ACH is not effective for this Company.

Buckeye Community Bank will determine on a case by case basis if Company may initiate Same Day ACH Entries in accordance with the *ACH Rules* and the processing schedule for Same Day ACH Processing in the attached Schedule B – ACH File Delivery and Processing. Same Day Entry Fees, as established by the *Rules* and/or additional fees outlined in Schedule D – Service Fees will also be charged to the Company.

29. *Payment for Services.* Company will pay Buckeye Community Bank the charges for the services provided for in this Agreement and as set forth in Schedule D – Service Fees. Financial Institution will provide Company written notification of changes in fees and services thirty (30) calendar days prior to such changes going into effect. Such charges do not include, and Company will be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for in this

Agreement, and any fees or charges provided for in this Agreement between Buckeye Community Bank and Company with respect to the Account.

30. *Receiver Authorizations.* Company is responsible for obtaining appropriate Receiver authorizations that are compliant with the Standard Entry Class Code of the Entry prior to initiating Entries to the Receiver's account. Company will retain authorizations or copies of authorizations and provide authorization information to Buckeye Community Bank upon request, as required by the *Rules* and outlined in the attached SEC Schedule(s) to the ODFI/Originator Agreement.
31. *Data Retention.* Company will retain data related to each Entry or File adequate to permit remaking of Entries or Files for 90 days following the date of the transmittal by Buckeye Community Bank and will provide such data to Buckeye Community Bank upon its request.
32. *Third Parties.* Company will enter into a contract with, and assume full liability for any action made by, any third-party processor used by Company to initiate Entries on its behalf. Company will notify Buckeye Community Bank of the use of any third-party that may be involved in the Company's ACH origination activities.
33. *Obligations of a Third-Party Sender.* The *Rules* contain special requirements and impose additional obligations on Buckeye Community Bank when it acts as Company's ODFI with respect to Entries Company sends as a Third-Party Sender. If Company sends Buckeye Community Bank any Entries as a Third-Party Sender, Company automatically makes the additional agreements and representations to Buckeye Community Bank that are contemplated by the *Rules*.
34. *Inconsistency of Name and Account Number.* Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Buckeye Community Bank in the case of an on-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Buckeye Community Bank is not excused in such circumstances.
35. *Amendments.* From time to time Buckeye Community Bank may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments will become effective upon receipt of notice by Company or such later date as may be stated in Buckeye Community Bank's notice to Company.
36. *Notices and Instructions.* Except as otherwise expressly provided herein, Buckeye Community Bank is not required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter. Buckeye Community Bank is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine

and to have been received from an Authorized Representative. The names and signatures of Authorized Representatives are set forth in Schedule E – ACH Authorization Form attached hereto. Company may add or delete any Authorized Representative by written notice to Buckeye Community Bank signed by at least two Authorized Representatives other than that being added or deleted. Such notice will be effective on the 3<sup>rd</sup> business day following the day of Buckeye Community Bank's receipt. Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement must be delivered or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when received by:

If to Buckeye Community Bank, addressed to:

Attention: ACH Co-Ordinator

Address: 105 Sheffield Center

City, State, Zip: Lorain, OH 44055

Fax: 440-233-8814

E-mail: buckeyebank@buckeyebank.com

And, if to Company, addressed to:

Attention: Mary Ann Nowak

Address: 4700 Broadway Ave.

City, State, Zip: Lorain, Oh. 44052

Fax: \_\_\_\_\_

E-mail: mary-ann.nowak@clearviewschools.org

**37. Termination.** Either party may terminate this Agreement upon 10 days' written notice to the other party. In addition, per the *Rules*, Buckeye Community Bank may terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the *Rules*, any Entry Company transmits to Buckeye Community Bank or any of Company's acts or omissions might cause Buckeye Community Bank to breach the *Rules* or any representations or warranties Buckeye Community Bank makes under the *Rules*, or Buckeye Community Bank believes termination or suspension is necessary for Buckeye Community Bank to comply with the *Rules*. Any termination or suspension of this Agreement will not affect any of Buckeye Community Bank's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Buckeye Community Bank prior to termination or suspension.

38. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which Buckeye Community Bank or Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Buckeye Community Bank and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
39. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, and the Electronic Banking/Treasury Services Agreement constitute the complete and exclusive statement of the Agreement between Buckeye Community Bank and Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between Buckeye Community Bank and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, and the Electronic Banking/Treasury Services Agreement, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Buckeye Community Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Buckeye Community Bank will incur no liability to Company as a result of such violation or amendment.
40. *Non-Assignment.* Company may not assign this Agreement or any of the rights or duties hereunder to any person without Buckeye Community Bank's prior written consent.
41. *Waiver.* Buckeye Community Bank may waive enforcement of any provisions of this Agreement. Any such waiver will not affect Buckeye Community Bank's rights with respect to any other transaction or modification of the terms of this Agreement.
42. *Binding Agreement; Benefit.* This Agreement is binding upon and benefits the parties to this Agreement and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person has any right against Buckeye Community Bank or Company under this Agreement.
43. *Severability.* If any provision of this Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Clearview Local School District  
Company

\_\_\_\_\_  
Signed By

Mary Ann Nowak  
Printed/Typed Name

\_\_\_\_\_  
Treasurer  
Title



Buckeye Community Bank

*Sarah S. Smith*  
Signed By

Sarah S. Smith  
Printed/Typed Name

Treasury Management Specialist  
Title

## **Buckeye Community Bank Pay-It-Now Agreement**

Pay-it-Now is a service that Buckeye Community Bank provides to approved clients. Buckeye Community Bank builds the website for your clients to make payments or donations to your organization. Once the website has been built, a URL address will be provided to you which will allow you to add the link to your current website. The URL website address that we build for you can stand on its own and you do not necessarily need a website for your business.

- A. The Company authorizes Buckeye Community Bank to initiate credit and/or debit Entries pursuant to the terms of this Agreement including the ODFI/Originator ACH Agreement section and the *NACHA Operating Rules and Guidelines ("Rules")*, and Buckeye Community Bank is willing to act as an Originating Depository Buckeye Community Bank ("ODFI") with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and means the data received from Company hereunder from which Buckeye Community Bank initiates each Entry. Please see the Agreement details under the Originator ACH Agreement section of this Agreement for complete ACH instructions.
- C. The SEC code used for this service is:  
Internet/Mobile Entries (WEB credit)
- D. Pay-it-Now also may utilize transactions utilizing credit card processing. The service provider of your credit cards must be an approved provider to be able to be attached to your Pay-it-Now Service. All credit card processing and fee are separately held and charged by the servicing provider.
- E. The processing cut-off time for Pay-it-Now is 5:00 ET. Items processed after that time period will be processed on the next business day.
- F. The Company will appoint an Administrator for the Pay-it-Now product.
- G. The Company will adhere to all Rules set forth in this ACH Agreement and Pay-It-Now Agreement.
- H. See Schedule I – Pay-It-Now Service Fees

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Not applicable  
Company

Buckeye Community Bank

Signed By

Signed By

Not applicable  
Printed/Typed Name

Sarah S. Smith  
Printed/Typed Name

Not applicable  
Title

Treasury Management Specialist  
Title



## Schedule A Security Procedures

Customer is responsible to strictly establish and to maintain procedures to safeguard against unauthorized transactions. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices, and related instructions provided by Financial Institution. If Customer believes or suspects that any such information has been accessed by an unauthorized individual, Customer will verbally notify Financial Institution immediately, followed by written confirmation. The occurrence of such notification will not affect any transfers made in good faith by Financial Institution prior to the notification and within a reasonable time period to prevent unauthorized transfers.

### Data Security

Limiting access and securely storing ACH data used in the routing and settlement of ACH transactions is a critical data security precaution. Customer's ability to limit access to production data can be done through commercially available software products. Access can be limited to specific programs, user IDs, or read-only or read-and-edit-only access functionality. Files can also be transmitted between ACH participants using the following data protection methods: encryption and authentication.

- (a) Encryption is a process of scrambling data content through hardware or software in order to protect the confidentiality of a file's contents. This information should remain encrypted between all parties in the ACH Network using commercially reasonable procedures and must be transmitted using security technology that is 128-bit RC4 technology (minimum standards).
- (b) Authentication is a process of ensuring that files and data content have not been altered between the Originator and receiving points. Like encryption, this can be done using hardware or software to ensure data integrity.

All ACH files must be formatted according to the *Rules* or other pre-approved format; transmission specifications will be established by Financial Institution.

- (a) Customer will transmit files on the dates specified in the agreed upon ACH Limit Authorization Form. Changes to this schedule must be conveyed by phone or in writing and signed by an authorized contact of the Customer.
- (b) Customer will transmit files to Financial Institution via pre-arranged access to ACH system utilizing agreed upon logon procedures and proper access identification.

- (c) Depending upon how files are transmitted to Financial Institution, the files may be required to be encrypted by Customer before being transmitted to Financial Institution.
- (d) Initiating International ACH Transactions (IATs) are prohibited.
- (e) Customer must have a deposit account with Buckeye Community Bank. The account must have collected funds on the date the Entry file is initiated.
- (f) Customer will transmit files to Buckeye Community Bank, 105 Sheffield Center, Lorain, OH 44055, telephone 440-233-8800 via the Bank's NetTeller online product.

Should any of the above procedures not be met, the file may be rejected by Financial Institution and Customer will be notified.

### Security Procedures

- (a) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication is deemed to have been signed by such person.
- (b) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of Company or the authenticity of any instruction, direction or information provided.
- (c) Financial Institution may, **but is under no obligation to**, hold suspicious files or files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules*, or for other reasons. Such files will require authorization by an Authorized Representative of Company before transmission to the ACH Operator.
- (d) Financial Institution **requires** the following *minimum* levels of network and computer security for all Originators.
  - Implement reliable and current anti-virus and security software for all computer workstations and laptops used to conduct online banking, initiate payments and initiate ACH transactions.
  - Hardware and software firewalls.
  - Security policy and procedures designed to protect Company's network from unauthorized access (i.e. data breach) and avoid disclosing protected information (i.e. account numbers, social security numbers, etc.)
  - Dual controls for payment file initiation. Dual control involves file creation by one employee with file approval and release by another employee.

(e) Financial Institution strongly recommends the following additional levels of commercially reasonable practices.

- Dedicated computer with static IP address for file initiation.
- Process to patch systems timely.
- Regular employee training.
- Implementation of multi-factor and multi-channel authentication. Multi-factor authentication includes at least two of the following: 1) something the person knows (user ID, PIN, password), 2) something the person has (password-generating token, USB token), 3) something the person owns (biometrics, i.e., fingerprint scan), and 4) a watermark.
- Block access to unnecessary or high-risk websites. At a minimum, prevent access to websites that employees should not visit during work hours. Common sites that carry high-risk include adult entertainment, online gaming, social networking and personal email.
- Require all employees to use strong passwords and change their passwords frequently on both the computer and online banking access.
- Reconcile accounts online on a daily basis; at a minimum, review pending or recently sent ACH files.

Company will supply evidence to Financial Institution of the above security requirements within ten (10) business days of such request.

(f) *Account security:*

Financial Institution **requires** the following account security:

- Files must be initiated and transmitted under dual control.
- Designated employees are issued credentials. See Schedule E.
- Out of band authentication (include: Call back, Email verification, IP address authentication, SMS code, etc.)

The Company will be responsible for ensuring the protection of any log-on information or passwords for employees who are no longer employed at the Company. **THE BANK WILL HAVE NO LIABILITY TO THE COMPANY FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING THE COMPANY'S LOG-ON INFORMATION AND/OR PASSWORDS.** The Bank may suspend or cancel the Company's password if the Bank suspects a password is being used in an unauthorized or fraudulent manner. The Company will indemnify, defend and hold harmless the Bank from and against a third-party claim for any Entry made using the Company's logon information and/or password.

The Company shall prevent and safeguard against unauthorized transmissions, disclosures, and access to the following (all of which are referred to herein as "Security-related Items": information (including but not limited to security procedures,

instructions, passwords and user identifications), systems and equipment that interface with, connect to or allow access to the Bank, its information, systems and equipment. The Company shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to related items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Agreement and in the Rules. The Company warrants and agrees that it shall take all reasonable steps to maintain confidentiality of the security procedures and any related security features.

(g) *Opt Out:*

Company opts-out of the following required or recommended security procedures encouraged by Financial Institution. Company understands the risks associated with refusal and assumes all liability.

Dual controls for payment file initiation/origination

I hereby accept the responsibility regarding my Opting Out of the above noted security procedures. I am an Authorized Signature and I hereby ONLY Opt Out of the dual controls provision.



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Treasurer  
Title

The Financial Institution may terminate this Agreement at any time for non-compliance with the required security procedures.

## Schedule B ACH File Delivery and Processing

### File Delivery

ACH File transmissions made over an unsecured electronic network must use at least the minimum level of encryption required by the *Rules*.

- (a) *Internet Banking/ACH Transmission:* Company's Authorized Representative will access Internet Banking by utilizing prearranged log-on procedures and additional verification processes, including, but not limited to, use of security questions.
- (b) *Format and content of entries:* All files must be submitted in NACHA format. The Customer should refer to Appendix Two in the NACHA Rulebook for specific formatting details.

Financial Institution will anticipate the receipt of an ACH File Transmission from Company on each scheduled processing date identified by Company in writing and agreed to by Financial Institution. Company is responsible for ensuring that Financial Institution receives the Transmission on each processing date indicated in the processing schedule. Company's Authorized Representative will notify Financial Institution if a Transmission will not take place on the prearranged scheduled processing date.

Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

### Standard Processing Schedule

#### Credit Entries

Deadline	Day of Delivery
1:00 p.m. EST	Two (2) business days prior to Effective Date*

#### Debit Entries

Deadline	Day of Delivery
1:00 p.m. EST	One (1) business days prior to Effective Date*

\*Effective Date must be a Business Day, or the file will be processed on the first business day following the effective date.

Credit and Debit Entries for Same Day ACH files

	<b>Deadline</b>	<b>Day of Delivery</b>
Window 1	10:15 a.m. EST	Current Date in the Effective Date field
Window 2	2:30 p.m. EST	Current Date in the Effective Date field
Window 3	4:45 p.m. EST	Current Date in the Effective Date field

## Schedule C Account Agreement

This schedule identifies Company Account(s) to which settlement should be applied for origination of Entries or settlement of return Entries.

Account Name	Account Number
<u>Clearview Local School District</u>	<u>200000608</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

## Schedule D Service Fees

*Fee Schedule:* Customer authorizes Buckeye Community Bank to debit any of the following fees from Customer's Account from time to time as appropriate:

Initial ACH Setup Fee	<b>\$100.00</b>
Batch File Fee	<b>\$10.00</b> per file
Transaction Item	<b>\$ .10</b> per credit item <b>\$ .10</b> per debit item
SDA Batch File Fee	<b>\$15.00</b> per file
SDA Transaction Item	<b>\$ .15</b> per credit item <b>\$ .15</b> per debit item
Return/NOC	<b>\$ 7.50</b> per item
Unauthorized ACH Credit Return	<b>\$ 5.00</b> per item
Unauthorized ACH Debit Return	<b>\$ 5.00</b> per item
ACH Service Fee	<b>\$20.00</b> per month
Deletions or Reversals	<b>\$20.00</b> per occurrence or per file or per item
Special Handling Fee	<b>\$50.00</b> per hour - minimum 1 hour
Corporate Rules Book	<b>\$50.00</b> per additional rule book



## Schedule E ACH Authorization Form

All ACH transaction files must be originated by an authorized representative(s).

Date: August 3, 2021

Company: Clearview Local School District

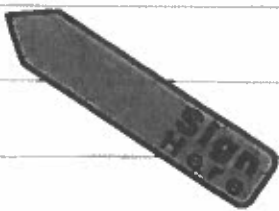
Company TIN Number: 34-6000658

Account Number: 200000608

Account Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

The signatures below are the signatures of employees authorized by the Company with full authority to originate the ACH files. Such employees are referred to in the Agreement as "Authorized Representatives."

Printed Name	Signature
1. Annette Zientarski	
2. Darlene Moore (Michalski)	
3. Mary Ann Nowak	
4.	
5.	
6.	

Company may add or delete any Authorized Representative by written notice to Buckeye Community Bank signed by at least two Authorized Representative other than that being added or deleted. Such notice will be effective three (3) business days following the day of Buckeye Community Bank's receipt.

\_\_\_\_\_  
Authorized Signature  
Treasurer  
\_\_\_\_\_  
Title

## Schedule F ACH Exposure Limits

**Maximum Amount of Any ACH file** \$30,000.00

**Per File Limits**

Per File Limit for ACH Debit Transactions \$30,000.00

Per File Limit for ACH Credit Transactions \$30,000.00

**Total Aggregate Exposure Limits**

Total Aggregate ACH Debit Limit \$150,000.00  
(The maximum amount of ACH files that can be originated over a 5-day period.)

Total Aggregate ACH Credit Limit \$150,000.00  
(The maximum amount of ACH files that can be originated over a 5-day period.)

Per NACHA Rules, in the case of WEB entries, the ODFI must establish an exposure limit for the Originator or Third-Party Sender:

**WEB Debit Limits**

Per File Limit \$ not applicable

Daily Limit \$ not applicable

## Schedule G Pre-funding Authorization

I authorize Buckeye Community Bank to pre-fund all of my ACH Origination files by placing a hold for the total amount of the batch for a period of time to expire on the settlement date of the file. If funding is not available at the time the file is presented, the file may not be released for processing.

I understand that any items presented for payment against these balances may not be paid as long as the hold is in effect.

Account Name Clearview Local School District Account Number 200000608

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Customer Signature \_\_\_\_\_

Customer Signature \_\_\_\_\_

(If two signatures are required)

Customer Name Clearview Local School District

Date \_\_\_\_\_

Accepted by \_\_\_\_\_

Date: \_\_\_\_\_



## Schedule H ACH SEC Authorizations

The following are ACH Standard Entry Class Codes (SEC) which is subject to specific restrictions depending on the SEC Code listed below:

- ARC - Accounts Receivable Entry** - An ACH debit created from a check received in the U.S. Mail or a drop box location and converted to an ACH debit. (Refer to NACHA Rules regarding items eligible for check conversion).
- BOC – Back Office Conversion** – During back office processing, an ACH debit is created from a check received at the point of check being tendered or received at a “manned” bill payment location for in-person payments. (Refer to NACHA Rules regarding items eligible for check conversion).
- CCD – Corporate Credit or Debit** – Either a credit or debit where funds are either distributed or consolidated between corporate entities.
- CTX - Corporate Trade Exchange** –The transfer of funds (debit or credit) within a trading partner relationship in which payments related information is placed in multiple addenda records.
- IAT – International ACH Transaction** – A debit or credit Entry that is part of a payment transaction involving a financial agency’s office that is not located in the territorial jurisdiction of the United States. (Refer to NACHA Rules for further definitional details)
- POP - Point-of-Purchase-** ACH debit application used by Originators as a method of payment for the in-person purchase of goods or services by receivers (check conversion). (Refer to NACHA Rules regarding items eligible for check conversion).
- PPD - Prearranged Payment and Deposit**
  - **Direct Deposit** - The transfer of funds into a consumer’s account. Funds being deposited can represent a variety of products, such as payroll, interest, pension, dividends, etc.
  - **Direct Payment** - Preauthorized payment is a debit application. This includes recurring bills that do not vary in amount -- insurance premiums, mortgage payments, charitable contributions, and installment loan payments or standing authorizations where the amount does vary, such as utility payments.
- RCK - Re-presented Check** - An ACH debit application used by originators to re-present a consumer check that has been processed through the check collection system and returned because of insufficient or uncollected funds. (Refer to NACHA Rules regarding items eligible for check conversion).
- TEL - Telephone-Initiated Entry** – This is used for the origination of a single-Entry debit transaction to a consumer’s account pursuant to an oral authorization obtained from the consumer via the telephone.
- WEB - Internet-Initiated Entry** - A debit Entry or enrollment in recurring debit to a consumer account initiated by an Originator pursuant to an authorization that is obtained from the receiver via the Internet.

\*The above SEC Codes are the most commonly used and not an all-inclusive list.

## Schedule I Pay-It-Now Service Fees

*Fee Schedule:* Customer authorizes Buckeye Community Bank to debit any of the following fees from Customer's Account from time to time as appropriate:

Initial ACH Setup Fee	<b>\$100.00</b>
ACH Transaction Fees	<b>\$ 0.10</b> per credit entry <b>\$ 0.10</b> per debit entry
Pay-it-Now Month Service Fee	<b>\$ 25.00</b> per month
Credit/Debit Card Fees	See your master agreement with your approved credit card vendor from our Pay-it-Now service.
PayPal Interface to Pay-it-Now site	See your master agreement with PayPal for your cost structure.
Return/NOC	<b>\$ 7.50</b> per entry
Unauthorized ACH Credit Return Entry	<b>\$ 5.00</b> per entry
Unauthorized ACH Debit Return Entry	<b>\$ 5.00</b> per entry
Special Handling Fee	<b>\$ 50.00</b> per hour – minimum 1 hour
Corporate ACH Rules Book	<b>\$ 50.00</b> per additional rules book/internet access



**Buckeye**

COMMUNITY BANK

*Today and tomorrow, your partner for growth*

July 29, 2021

Attn: Mary Ann Nowak  
Clearview Local School District

Dear: Mary Ann

Enclosed you will find the new 2021 ACH Origination Agreement. Please sign where I have indicated. Please return the entire Agreement to me in the enclosed postage paid enveloped. Upon receipt, the Agreement will be executed and a copy will be sent to you along with the 2021 NACHA Operating Rules & Guidelines Corporation Edition on the internet.

If you have any questions feel free to contact me. I can be reached at 440-233-3925. Thank you for choosing Buckeye Community Bank.

Thank you,

Sarah S Smith  
Treasury Management

SSS

Enclosures - 2



**DERA School Bus Rebate Application**

OMB Number: 2060-0686  
Expiration Date: 4/30/2022

**Applicant Information** Funding Year: 2020 Target Fleet: School Bus Project Type: Vehicle Replacement

Applicant Organization Name: Clearview Local School District			
Applicant Street Address (No PO Boxes): 4700 Broadway Ave			
City: Lorain	County: Lorain	State: Ohio	Zip: 44052
Employer/Taxpayer No. (EIN/TIN): 34-6000658		DUNS Number: 056289119	
Applicant Organization Type: Public Fleet (includes public school districts) <input type="checkbox"/>			
Total number of school buses in organization's fleet: 12			
Do the schools served by the buses listed below have an idle reduction policy? Yes <input type="checkbox"/>			

**Additional Fields for Private Fleets Only:** Private fleet owners can apply for funding from the National Clean Diesel Rebate Program if the vehicle(s) for which funding is being requested are currently contracted or leased to an eligible entity (e.g., public school). For additional information regarding private fleet applicants and eligible entities, please refer to the Program Guide.

Type of eligible public entity vehicles are contracted with: Select

Public Entity Name:

Public Entity Street Address: Public Entity City:

Public Entity State: Public Entity County: Public Entity Zip:

Check box to certify that the privately-owned vehicle(s) listed below are contracted with and serve the public entity listed above.

**Original diesel vehicles(s) that will be scrapped and replacement bus fuel type:**

12  
15  
11

	17-Character Vehicle Identification Number (VIN) For Old Diesel Bus	Engine Model Year	GVWR (Gross Vehicle Weight Rating in lbs)	12-Character EPA Engine Family Name	2019 Miles Traveled	2019 Fuel Use (gallons)	Estimated Remaining Life (yrs)	Replacement Bus Fuel Type	Rebate Amount
1	4DRBUAAN36B168477	2005	29,760	5NVXH0468AEA	17,608	1,359	3	Diesel <input type="checkbox"/>	\$20,000
2	4DRBRABN34B969245	2003	29,800	3NVXH0444ACD	6,114	876	2	Diesel <input type="checkbox"/>	\$20,000
3	4DRBRABL14B974703	2003	25,550	3NVXH0444ACD	2,972	526	2	Diesel <input type="checkbox"/>	\$20,000
4								<input type="checkbox"/>	\$0
5									\$0
6									\$0
7									\$0
8									\$0
9									\$0
10									\$0

**Total Funds Requested: \$60,000**

Check box to certify that the diesel school buses listed for replacement are (1) operational, (2) owned by the Applicant, (3) have accumulated 10,000 miles or more in either the previous 12 months or calendar year 2019, or have been in use at least three days per week transporting students between 9/1/2019 and 2/29/2020, and (4) will be scrapped if selected for funding. Checking box also certifies that, for participating applicants selected for funding, the replacement buses will not be ordered until after being notified of selection via a signed EPA selection letter.

By signing, I certify the statements and information provided in this application are true and accurate to the best of my knowledge. If selected for funding, I agree to provide the required documentation and assurance necessary for funding.

Authorized Representative Name: Mary Ann Nowak

Title: Treasurer Email: maryann.nowak@clearviewschools.org Phone: 440-233-5412

Authorized Representative Signature: *Mary Ann Nowak* Date: 10/12/20

Alternate Representative Name: Giles Brown

Title: Transportation Supervisor Email: giles.brown@clearviewschools.org Phone: 440-233-6084

If signed electronically, click "Submit by Email" below and attach vehicle title and registration documents. For paper signatures, please scan the signed rebate application and submit to [CleanDieselRebate@epa.gov](mailto:CleanDieselRebate@epa.gov) with vehicle title and registration documents as described in this funding opportunity's 2020 Program Guide.

**Submit by Email**

Year & Description	Manufacturer	Model	VIN #	Registration #
Transport 2004 - School Bus	International	300	4DRBRABL14B974703	17835
Transport 2004 - School Bus	International	300	4DRBRABN34B969245	18184
Transport 2006 - School Bus	IC	CE	4DRBUAAN36B168477	5580



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER  
#517, AFSCME/AFL-CIO**

This Memorandum of Understanding (“MOU”) is entered into this 18<sup>th</sup> day of August 2021, by and between the Clearview Local School District Board of Education (“Board”) and the Ohio Association of Public School Employees, Chapter #517, AFSCME/AFL-CIO (“Association” or “OAPSE”) (collectively “the Parties”).

**WHEREAS**, the Board and OAPSE are parties to a Negotiated Agreement having a term of July 1, 2020, through June 30, 2023; and

**WHEREAS**, Article 30 – *Holidays* sets forth the seven (7) Legal Holidays that all bargaining unit employees shall receive off work with pay and sets forth the five (5) additional Legal Holidays and days that twelve-month bargaining unit employees shall also receive off work with pay; and

**WHEREAS**, on June 17, 2021, the President of the United States signed into law a bill authorizing June 19<sup>th</sup>/Juneteenth National Independence Day (“June 19<sup>th</sup>” and/or “Juneteenth”) to become the twelfth (12<sup>th</sup>) Federal Holiday; and

**WHEREAS**, on June 28, 2021, the Ohio General Assembly passed House Bill 110 (the Budget Bill) which amended Ohio Revised Code Section 3319.087 – *Paid Holidays* to include Juneteenth as a paid holiday for “[a]ll regular nonteaching school employees employed on a nine or ten month basis, whether salaried or compensated on an hourly or per diem basis;” and

**WHEREAS**, in recognition of Juneteenth becoming a Federal Holiday and Legal Holiday in Ohio, the Board and Association desire to enter into this MOU to amend Article 30 – *Holidays* to include June 19<sup>th</sup>/Juneteenth as an additional Legal Holiday for which eligible nine, ten, eleven, and twelve-month employees will receive off work with pay.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. That Sections 2, 3, and 4 of Article 30 – *Holidays* will be amended as follows:
2. Twelve (12) month employees shall also receive the following days off work with pay:

**June 19<sup>th</sup>/Juneteenth**

July 4th

December 24th


December 31st  
Good Friday  
The Day After Thanksgiving

3. To the extent the regular school year is still in session, and nine, ten, and eleven-month employees are assigned or required to work, such employees shall also receive June 19<sup>th</sup>/Juneteenth off work with pay.
4. Any employee required to perform work on a paid holiday shall be paid, in addition to the Holiday pay specified in Paragraph 1 or 2, at double his/her regular rate of pay for actual hours worked. There will be no pyramiding of hours.
2. It is understood that if the regular school year ends before June 19<sup>th</sup> of a given year and an employee is not otherwise assigned or required to work on such day, s/he will not be eligible to take Juneteenth off from work as a paid holiday or otherwise receive pay on June 19<sup>th</sup>/Juneteenth of such year.
3. This MOU sets no precedent or expectation whatsoever regarding future issues related to Legal Holidays or other paid days off and shall have no precedential value concerning interpretation of the terms and conditions of the Negotiated Agreement that pertain to those issues.
4. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties. Any amendment to this MOU must in writing and signed by both Parties.
5. The undersigned acknowledge and aver that this MOU has been executed on the date set forth above, with full knowledge of the contents herein and that each is fully empowered to execute the MOU with binding authority from and for each of the Parties named herein.

**IN WITNESS WHEREOF**, the Parties' below identified representatives, having been duly authorized by their respective organization, enter into this MOU on the date set forth above.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

By   
Jerome Davis, Superintendent

By   
Amanda Howell, OAPSE President

Date: 8-27-2021

Date: 8/27/2021

**LETTER OF AGREEMENT  
BETWEEN  
CLEARVIEW LOCAL SCHOOL DISTRICT BOARD OF EDUCATION  
AND  
OHIO ASSOCIATION OF PUBLIC SCHOOL EMPLOYEES, CHAPTER  
#517, AFSCME/AFL-CIO**

This Letter of Agreement (“LOA”) is entered into this 18th day of August 2021, by and between the Clearview Local School District Board of Education (“Board”) and the Ohio Association of Public School Employees, Chapter #517, AFSCME/AFL-CIO (“Association” or “OAPSE”) (collectively “the Parties”).

**WHEREAS**, the Board and OAPSE are parties to a Negotiated Agreement having a term of July 1, 2020, through June 30, 2023; and

**WHEREAS**, Article 30 – *Holidays* sets forth the seven (7) Legal Holidays that all bargaining unit employees shall receive off work with pay and sets forth the five (5) additional Legal Holidays and days that twelve-month bargaining unit employees shall also receive off work with pay; and

**WHEREAS**, on June 17, 2021, the President of the United States signed into law a bill authorizing June 19<sup>th</sup>/Juneteenth National Independence Day (“Juneteenth”) to become the twelfth (12<sup>th</sup>) Federal Holiday; and

**WHEREAS**, in recognition of Juneteenth becoming a Federal Holiday, the Superintendent, within his discretion, authorized two (2) twelve-month employees and one (1) ten-month employee to take Friday, June 18, 2021, off from work as a paid holiday in order to observe Juneteenth, which fell on Saturday, June 19, 2021; and

**WHEREAS**, given that Juneteenth is not currently listed in Article 30 – *Holidays* as a Legal Holiday or day for which employees shall receive off work with pay, the Board and Association desire to enter into this LOA to verify that the three (3) employees will receive pay despite being off work on June 18, 2021, in order to observe Juneteenth.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**


1. The Superintendent, within his discretion, authorized three (3) twelve-month employees and one (1) ten-month employee to take Friday, June 18, 2021, off from work as a paid holiday in recognition of Juneteenth and in order to observe such Legal Holiday. To that end, the following employees shall receive pay while being off work on Friday, June 18, 2021:
  - a. [Alexander Cockrell] – a twelve-month employee who serves in the position of [Maintenance].

- b. [Angel Flecha] – a twelve-month employee who serves in the position of [Maintenance].
  - c. [Michael Torres] – a twelve-month employee who serves in the position of [Maintenance].
  - d. [Kelli Campbell] – a ten-month employee who serves in the position of [High School Secretary].
2. It is understood that there are no other bargaining unit members who would have been eligible to take Juneteenth off from work as a paid holiday because they are nine-month employees and would not have otherwise been assigned to work on Friday, June 18, 2021.
  3. This LOA sets no precedent or expectation whatsoever regarding future issues related to Legal Holidays or other paid days off and shall have no precedential value concerning interpretation of the terms and conditions of the Negotiated Agreement that pertain to those issues.
  4. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings, or arrangements between the Parties. Any amendment to this LOA must in writing and signed by both Parties.
  5. The undersigned acknowledge and aver that this LOA has been executed on the date set forth above, with full knowledge of the contents herein and that each is fully empowered to execute the LOA with binding authority from and for each of the Parties named herein.

**IN WITNESS WHEREOF**, the Parties' below identified representatives, having been duly authorized by their respective organization, enter into this LOA on the date set forth above.

**FOR THE BOARD:**

**FOR THE ASSOCIATION:**

By   
Jerome Davis, Superintendent

By   
Amanda Howell, OAPSE President

Date: 8-27-21

Date: 8/27/2021