

Clearview Local School District – IRN 048132
FIVE YEAR FORECAST ASSUMPTIONS – May 10, 2021

REVENUE ASSUMPTIONS

Property Taxes

Property taxes are levied and collected on a calendar year basis in contrast to a District's fiscal year which runs from July 1st to June 30th of each year. Compounding the complexity of forecasting tax collection revenues both the effective millage rate and the total assessed valuation change from year to year. School Districts receive property tax revenues from two different calendar years resulting in different assessed values. The assessed values can change as a result of new construction, reappraisal, tax appeals received by the county and levies newly approved by voters.

Property tax revenue estimates are based upon historic growth patterns, including collections, scheduled updates and reappraisals, and are substantiated by information provided for the upcoming fiscal year from the Lorain County Auditor. Clearview LSD property valuation has increased however, tax valuation appeals reduced the overall increase, as a result, the collection on the inside millage can change accordingly. Inside millage is the unvoted property tax authorized by the Ohio Constitution and established by the General Assembly which may not exceed ten mills in any taxing district.

Lorain County reappraises all real property. This process is required to be performed every six years with reappraisal performed on a triennial basis per Ohio Revised Code Section 5715.33. The last reappraisal was performed in 2018 and became effective in 2019.

House Bill 920 effectively freezes revenue for the vast majority of real property tax millage that is collected by the School District to the amount that was calculated at the time the millage was approved by the voters. Clearview LSD will not see an increase in millage due to the adjustments in property tax value for earlier approved levies. Property taxes will increase for the unvoted, inside millage which does increase with property tax valuations. Property taxes can conversely decrease with a decrease in valuation for the inside millage.

10% Homestead and 2.5% rollback are not included in the property taxes line. Both are included in the Property Tax Allocation (1.050). The homestead reduction applies to residential owned property. The rollback reduction applies to owner-occupied residential properties only. The State of Ohio reimburses the District for the lost revenue.

In 2007, state leaders expanded the homestead exemption to make property tax relief available to more than a half million additional senior citizens and permanently and totally disabled Ohioans. The homestead exemption dates back to 1971 and has long offered those who qualify the chance to shield part of their "homestead" — a dwelling and up to one acre — from property taxation. But for years, most senior citizens and disabled Ohioans were excluded because of income. The redesigned exemption offers all eligible homeowners, regardless of income, the opportunity to shield up to \$25,000 of the market value of their homestead from property taxation. The reduction in property value reduces property tax revenue.

Unrestricted Grant-in-Aid

Revenues from unrestricted grant-in-aid is projected to remain flat based on the current State formula, anticipated growth and based on historical patterns.

Litigation has been pending in Ohio courts since 1991 questioning the constitutionality of Ohio's system of funding and compliance with constitutional requirements that have the State provide a "thorough and efficient system of common schools". On December 11, 2002, the Ohio Supreme Court, in a 4-3 decision on a motion to reconsider its own decision rendered in September 2001, concluded (as it had in 1997 and 2000) that the State did not comply with that requirement, even after again noting and crediting significant State steps in recent years. The Court directed the General Assembly "to enact a school-funding scheme that is thorough and efficient, as explained in its prior 1997 and 2000 decisions and the accompanying consequences.

In its prior decisions, the Court had stated as general base threshold requirements that every school district have:

- Enough funds to operate
- An ample number of teachers
- Sound and safe buildings
- Equipment sufficient for all students to be afforded an educational opportunity.

With particular respect to the funding sources, the Supreme Court had concluded in 1997 and 2000 decisions, and one concurring Justice stated again in the recent decision, that property taxes no longer may be the primary means of school funding in Ohio.

The State funding for schools is based on several factors of which are subject to deliberations and approval of the Ohio General Assembly. Due to the economic conditions within the State and possible short fall in tax revenues, the level at which the State will fund schools is always uncertain and therefore estimated conservatively. As the largest source of General Fund revenue, this has been the primary indicator for spending.

Casino revenue also appears to be fairly flat-lined. Casino revenue is approximately \$50/student. The opening of additional casinos and along with a full year of operations is the reason for the increase from the original \$20/student. Casino revenue had been estimated at approximately \$85,000 for fiscal year 2021 moving forward. We have been assuming a reduction in the casino revenue due to the opening of the Rockcino at Northfield Park, Thistledown, River Downs and the new racino in Warren County. Additionally, COVID has had an impact upon this revenue source reducing the District share to \$66,913. The Ohio Lottery Commission receives a share of the racino revenue which is not commingled with the casino revenue.

Restricted Grant-in-Aid

Revenue from restricted grant-in-aid are based upon historical trends and inflationary rates or other indicators that may be introduced in any new legislation but generally equal around 10% of unrestricted grant-in-aid. Career Tech revenue has continued to average about the same from year to year with only slight fluctuations. FY21 going forward are estimated conservatively as

with unrestricted grant-in-aid. Increases and decreases in this funding source have had a negligible effect upon the overall budget primarily due to alternate sources of revenue having been realized, essentially “cushioning” the impact. For Example, CARES grants totaling over \$1,000,000 exceed the unrestricted grant-in-aid reduction by 4 to 1.

Restricted Federal Grant-in-Aid – SFSF

The State Fiscal Stabilization Fund program, line 1.045 also known as the State Fiscal Stabilization Fund, has long since been eliminated and will not provide any further revenue to the District. This program was a one-time appropriation of \$53.6 billion under the American Recovery and Reinvestment Act of 2009 [ARRA]. Of the amount appropriated, the U. S. Department of Education will award governors approximately \$48.6 billion by formula under the SFSF program in exchange for a commitment to advance essential education reforms to benefit students from early learning through post-secondary education, including: college- and career-ready standards and high-quality, valid and reliable assessments for all students; development and use of pre-K through post-secondary and career data systems; increasing teacher effectiveness and ensuring an equitable distribution of qualified teachers; and turning around the lowest-performing schools. Therefore, no revenue is forecasted over the next five years.

Tangible Property Tax Changes in H.B. 66

House Bill 66 phased out the tax on the tangible personal property of general businesses, telephone and telecommunication companies, and railroads. The tax on general business and railroad property was eliminated in 2009, and the tax on telephones and telecommunication property was eliminated in 2011, reducing the assessment rate on the property each year phases out the tax. At the same time, the bill replaces the revenue lost due to the phasing out of the tax.

Advances and Transfers

Revenues and advances are based on historical patterns. The advances are used for closing out the fiscal year-year grants, and then returned the following July to the proper account.

All Other Sources

Revenues from all other sources are based on historical patterns, known sources and moderate estimating for unknown. This year and in the foreseeable future, interest rates will have not improved over prior years particularly due to COVID-19. The number of students living in the District and attending Clearview Local Schools has decreased. As a result, the District has been accepting more open enrollment students. The April #1 foundation report projects \$3,601,758 open enrollment adjustment for FY21; \$67,277 less than FY20. The open enrollment estimate for 2022 through 2025 is estimated to remain relatively at this level.

EXPENDITURE ASSUMPTIONS

Personal Services and Employees' Benefits

Expenditures for personal services and employees' benefits are based on negotiated agreements and historical patterns and include medical premiums, pension payments, Medicare, workers compensation and unemployment insurance. Increases in salaries and wages result in the other benefits to increase at similar percentages. The current classified agreement is in effect until June 30, 2023. An increase of 2.5% on the base for all years of the contract with additional steps added up to a maximum of 10 and 1.5% additional for those employees who have reached step 10. The current certified agreement is in effect until July 31, 2023. An increase of 5% on the base effective January 1, 2020, 2.5% for each of the next 2 forecasted years of the new contract; years 4 and 5 revert back to step increases only.

Lake Erie Regional Council [LERC], the District's insurance consortium, met and agreed upon a 5.0% increase for insurance premiums for 2020 and a 5.0% increases for every year after has been built into the ongoing estimates. Union membership agreed to move to LERC standard plans effective January 1, 2015. Also, both unions have agreed to the LERC spousal language, providing savings to the District. A Memorandum of Understanding was agreed upon relative to allowing up to \$175.00 monthly payment to employees against the cost of their spousal insurance premium when spousal coverage is waived.

Severance Pay

In accordance with Article 24.03 of the Clearview Education Association, certificated bargaining unit members shall receive their severance pay in three equal installments beginning in February of the calendar year following the date of retirement and the following two Februarys thereafter. Bargaining unit members may elect to have their triennial severance payments deposited into a 457 Ohio Deferred Compensation Plan. These annual payments have typically been between \$75,000 and \$120,000.

Purchased Services

Expenditures for purchased services are based on historical patterns and other indicators included in new legislation. Indicators included in these assumptions include cost to other districts for special education instruction, tuition, utility costs, repairs, professional services, technical services and professional leave reimbursements. The District will be contracting with a firm for the purpose of hiring substitute certified and classified staff with the exception of bus drivers. In addition, District will not have to pay the substitute certified staff pension and Medicare costs. These costs will be shifted to contracted services provider. The District will pay an administrative fee for the substitute services based on the number of substitutes used. The District has a 3-year contract with Vinson, LLC, formerly Epiphany Group, for the purpose of technology maintenance and repair. The annual contract is approximately \$86,000. Expenditures in this category, which includes utilities, general liability insurance premiums, legal fees and all contracted services totaled \$2,709,306 in FY20. As of April 14, 2021 expenditures have totaled \$2,011,148 with \$758,715 encumbered. It is estimated that spending

relative to professional services in anticipation of significant school improvement projects over the next five years and general increases for services are likely to reflect potential increases.

Supplies and Materials

Expenditures for supplies and materials are based upon historical patterns and other indicators included in new legislation that allow textbook adoptions, instructional supplies, office supplies, software, vehicle supplies, enrollment, and other program supplies. In fiscal year 2020, the District expended \$196,458 on supplies and materials. As of April 14, 2021 \$159,532 has been expended with \$38,642 encumbered. The District estimates that it will spend an equal amount or slightly more in fiscal year 2021 resulting from COVID-19 supply requirements.

Capital Outlay

Capital Outlay items are those school improvement projects that are significant in size and scope as opposed to maintenance and repair projects. These capital outlay items are generally planned far in advance of commencement of the work performed and in the case of construction, require architectural services. Some, or all, of the equipment and/or improvements listed below are items of consideration within the 5-year scope of this forecast, some of which occur on an annual or biennial basis. Others are considered based upon useful life and condition of the asset.

Expenditure for capital outlays are based on historical patterns and other indicators included in new legislation including technology initiatives, bus replacement and copier replacements. The District has been investing in technology to be able to compete with neighboring districts and most recently to satisfy the virtual learning requirements resulting from COVID-19. Most technology purchases are through CDW, Inc., recommended by Vinson, LLC. Annual general fund technology purchases have been between \$80,000 and \$100,000 in previous fiscal years. In 2021, it is anticipated we will spend similarly, with considerable technology expenditures being funded through federal grant awards. Additionally, the District anticipates expenditures for imminent needs related to school facilities, ancillary buildings and grounds as well as those needs that may require future planning. The Wellness & Fitness Complex will likely go to out to bid by the end of May 2021 with construction commencing in July 2021.

Other Objects

Expenditures for other objects are based upon historical patterns and other indicators included in new legislation. Indicators such as Lorain County Auditor's fees, treasurer fees, banking fees, Lorain County ESC deductions, election fees and audit fees are some examples.

General Fund Debt

The District does not presently have any General Fund debt.

Advances and Transfers Out

Expenditures for advances and transfers are based upon historical patterns and other indicators included in new legislation. The transfers hereby depicted are those to the Construction Fund, Teacher of the Year Fund and the Athletic Fund. Respectively, these transfers allow for

available funds in the planning process for substantial school improvements of a larger magnitude in future years, provide funds for the annual Teacher of the Year program and fund the Athletic Department where gate receipts are insufficient to operate a quality program.

For purposes of the ODE submission, the five-year forecast percentage columns do not accept a percentage field range beyond 999.99%; the actual percentage on line 5.010 of 1183.05%, will depict a variance of 183.06% which is due to a larger than usual transfer out to the Capital Projects Fund #070. These annual transfers are expected to continue for the life of the forecast.

Summary

The information provided above, combined with the information provided on the forecast are used as a tool to assist the District in determining short and long-term needs. The forecast and the assumptions directly affect each other. Assumptions positively or negatively affect the five-year forecast.

Current or passed pending legislation will have both positive and negative impacts to the ongoing financial health of the District. Some items that are reflected in the five-year forecast include:

- Reduced state funding for public schools
- Expansion of school voucher programs
- Increased medical contributions
- Increased contributions for employer and employee retirement

Sources for forecast include documentation from the Lorain County Auditor's office and the Ohio Department of Education, the Office of Budget and Management and District records.

CLEARVIEW LOCAL SCHOOL DISTRICT				
LORAIN COUNTY				
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES				
FOR THE FISCAL YEARS ENDED JUNE 30, 2017, 2018 AND 2019 ACTUAL;				
FORECASTED FISCAL YEARS ENDING JUNE 30, 2020 THROUGH 2024				
Line Number		Fiscal Year 2018 Actual	Fiscal Year 2019 Actual	Fiscal Year 2020 Actual
	Revenues			
1.010	General Property Tax (Real Estate)	2,735,759	2,776,412	2,940,767
1.020	Tangible Personal Property Tax	0	0	0
1.030	Income Tax	0	0	0
1.035	Unrestricted State Grants-in-Aid (All 3100's except 3130)	9,789,772	10,163,129	10,102,595
1.040	Restricted State Grants-in-Aid (All 3200's)	1,180,246	1,085,225	1,077,176
1.045	Restricted Federal Grants-in-Aid - SFSF (4220)	0	0	0
1.050	Property Tax Allocation (3130)	404,733	395,988	389,771
1.060	All Other Revenues except 1931,1933,1940,1950,5100, 5200	4,332,605	4,731,087	4,500,990
1.070	<i>Total Revenues</i>	<u>18,443,115</u>	<u>19,151,841</u>	<u>19,011,299</u>
	Other Financing Sources			
2.010	Proceeds from Sale of Notes (1940)	0	0	0
2.020	State Emergency Loans and Advancements (Approved 1950)	0	0	0
2.040	Operating Transfers-In (5100)	74,831	5,713	0
2.050	Advances-In (5200)	0	10,500	123,028
2.060	All Other Financing Sources (including 1931 and 1933)	4,125	72,794	20,632
2.070	<i>Total Other Financing Sources</i>	<u>78,956</u>	<u>89,007</u>	<u>143,660</u>
2.080	<i>Total Revenues and Other Financing Sources</i>	<u>18,522,071</u>	<u>19,240,848</u>	<u>19,154,959</u>
	Expenditures			
3.010	Personal Services	8,329,674	8,681,150	9,094,309
3.020	Employees' Retirement/Insurance Benefits	3,024,922	3,255,236	3,806,966
3.030	Purchased Services	2,655,210	2,954,378	2,709,306
3.040	Supplies and Materials	212,093	239,552	196,459
3.050	Capital Outlay	636,092	334,067	1,601,754
3.060	Intergovernmental (7600 and 7700 functions)	0	0	0
	Debt Service:			
4.010	Principal-All (History Only)	0	0	0
4.020	Principal-Notes	0	0	0
4.030	Principal-State Loans	0	0	0
4.040	Principal-State Advancements	0	0	0
4.050	Principal-HB 264 Loans	0	0	0
4.055	Principal-Other	0	0	0
4.060	Interest and Fiscal Charges	0	0	0
4.300	Other Objects	<u>170,834</u>	<u>172,751</u>	<u>292,949</u>
4.500	<i>Total Expenditures</i>	<u>15,028,825</u>	<u>15,637,134</u>	<u>17,701,742</u>
	Other Financing Uses			
5.010	Operating Transfers-Out	97,689	40,713	1,061,000
5.020	Advances-Out	0	18,500	144,363
5.030	All Other Financing Uses	0	0	(24,561)
5.040	<i>Total Other Financing Uses</i>	<u>97,689</u>	<u>59,213</u>	<u>1,180,802</u>
5.050	<i>Total Expenditures and Other Financing Uses</i>	<u>15,126,514</u>	<u>15,696,347</u>	<u>18,882,545</u>
6.010	<i>Excess of Revenues and Other Financing Sources over (under) Expenditures and Other Financing Uses</i>	<u>3,395,557</u>	<u>3,544,501</u>	<u>272,415</u>
7.010	<i>Cash Balance July 1 - Excluding Proposed Renewal/ Replacement and New Levies</i>	<u>7,253,170</u>	<u>10,648,727</u>	<u>14,193,228</u>
7.020	<i>Cash Balance June 30</i>	<u>10,648,727</u>	<u>14,193,228</u>	<u>14,465,643</u>

Average Annual Percent of Change	Fiscal Year 2021 Forecasted	Fiscal Year 2022 Forecasted	Fiscal Year 2023 Forecasted	Fiscal Year 2024 Forecasted	Fiscal Year 2025 Forecasted
3.70%	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
1.61%	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
-4.40%	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
0.00%	0	0	0	0	0
-1.87%	400,000	400,000	400,000	400,000	400,000
2.17%	4,900,000	4,900,000	4,900,000	4,900,000	4,900,000
1.55%	19,250,000	19,250,000	19,250,000	19,250,000	19,250,000
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
-96.18%	0	0	0	0	0
585.85%	8,500	8,500	8,500	8,500	8,500
0.00%	10,000	10,000	10,000	10,000	10,000
37.07%	18,500	18,500	18,500	18,500	18,500
1.72%	19,268,500	19,268,500	19,268,500	19,268,500	19,268,500
4.49%	9,321,667	9,554,709	9,793,577	9,956,150	10,121,142
12.28%	4,002,619	4,202,750	4,412,887	4,633,532	4,865,208
1.49%	2,950,000	3,068,000	3,190,720	3,318,349	3,451,083
-2.52%	245,000	257,250	270,113	283,618	297,799
165.99%	717,709	750,000	750,000	650,000	650,000
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
35.35%	190,000	190,000	190,000	190,000	190,000
8.63%	17,426,995	18,022,709	18,607,297	19,031,649	19,575,232
1183.05%	1,035,000	1,035,000	1,035,000	1,035,000	1,035,000
390.17%	8,500	8,500	8,500	8,500	8,500
0.00%	0	0	0	0	0
927.39%	1,043,500	1,043,500	1,043,500	1,043,500	1,043,500
12.03%	18,470,495	19,066,209	19,650,797	20,075,149	20,618,732
-43.96%	798,005	202,291	-382,297	-806,649	-1,350,232
40.05%	14,465,643	15,263,647	15,465,938	15,083,642	14,276,993
17.60%	15,263,647	15,465,938	15,083,642	14,276,993	12,926,761

8.010	<i>Estimated Encumbrances June 30</i>	94,300	563,828	1,357,632
	Reservation of Fund Balance			
9.010	Textbooks and Instructional Materials	0	0	0
9.020	Capital Improvements	0	0	0
9.030	Budget Reserve	0	0	0
9.040	DPIA/PBA	0	0	0
9.045	SFSF	0	0	0
9.050	Debt Service	0	0	0
9.060	Property Tax Advances	0	0	0
9.070	Bus Purchases	0	0	0
9.080	<i>Subtotal</i>	0	0	0
	<i>Fund Balance June 30 for Certification</i>			
10.010	<i>of Appropriations</i>	10,554,427	13,629,400	13,108,011
	Revenue from Replacement/Renewal Levies	0	0	0
11.010	Income Tax - Renewal	0	0	0
11.020	Property Tax - Renewal or Replacement	0	0	0
11.300	Cumulative Balance of Replacement/Renewal Levies	0	0	0
	<i>Fund Balance June 30 for Certification</i>			
12.010	<i>of Contracts, Salary Schedules and Other Obligations</i>	10,554,427	13,629,400	13,108,011
	Revenue from New Levies			
13.010	Income Tax - New	0	0	0
13.020	Property Tax - New	0	0	0
13.030	Cumulative Balance of New Levies	0	0	0
14.010	Revenue from Future State Advancements	0	0	0
15.010	<i>Unreserved Fund Balance June 30</i>	10,554,427	13,629,400	13,108,011
	See accompanying summary of significant forecast assumptions and accounting policies			
	Includes: General fund, emergency levy fund, SDFSF, PBA fund, and any portion of debt service			
	service fund related to general fund debt.			
21.010	Personal Services SFSF			
21.020	Employees Retirement/Insurance Benefits SFSF			
21.030	Purchased Services SFSF			
21.040	Supplies and Materials SFSF			
21.050	Capital Outlay SFSF			
21.060	Total Expenditures - SDFSF			

319.35%	95,000	95,000	95,000	95,000	95,000
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
12.65%	15,168,647	15,370,938	14,988,642	14,181,993	12,831,761
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
12.65%	15,168,647	15,370,938	14,988,642	14,181,993	12,831,761
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
0.00%	0	0	0	0	0
12.65%	15,168,647	15,370,938	14,988,642	14,181,993	12,831,761



Process focus. Excellence.

EXHIBIT VII.A.4

Verona, WI 53593

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SOFTWARE & HARDWARE SUPPORT MAINTENANCE AGREEMENT RENEWAL ("RENEWAL")

4/28/2021

Clearview Schools
Mary Ann Nowak
4700 Broadway Ave
Lorain, OH 44052

Contract #: CS.036865
Customer #: CS

Naviant, Inc. ("Naviant") provides support and maintenance for software and hardware via Manufacturer Maintenance ("Vendor Maintenance"), Software Support Level Agreements ("SLA's"), and Hardware Preventive Maintenance Agreements ("PMA's"). This Renewal covers the following support and maintenance elements for your current system configuration. The Customer agrees to abide by the provisions set forth in the SLA Provisions, PMA Provisions, as well as Vendor Maintenance. These provisions are available at the URLs below. This Renewal covers the period **from 08/01/2021 through 07/31/2022.**

General Provisions **SLA Provisions** **PMA Provisions**

Vendor Maintenance					
Manufacturer	License	Version	Product Description	Qty	Price
OnBase Software Maintenance					
Hyland - 3540	ONBASE	15.0.2	Licensing per Hyland Community	1	\$822.16
Hyland - 3540	EXSUP1	15.0.2	Hyland Extended Support Fee	1	\$123.32
Vendor Maintenance Total					\$945.48
Software Support Level (SLA)					
Naviant Support Level Agreement - Tier 1					\$1,000.00
Hardware Preventive Maintenance (PMA)					
Not Applicable					
Grand Total:					\$1,945.48

A copy of your renewal invoice referencing the contract number above will be sent directly to your accounts payable department for payment. All correspondence regarding your Renewal should be directed to purchasing@naviant-inc.com or via fax at 608.848.0901. Should you have any questions regarding this renewal, please do not hesitate to contact Naviant at 800.686.8789.

Clearview Schools can upgrade to a current version of OnBase on or before 7/31/2021 and the Extended Support fee of \$123.32 will not be due.

If upgrade happens on 8/1/2021 or later the fee must be paid in full.

NAVIANT, INC.
SOFTWARE SUPPORT LEVEL AGREEMENT ("SLA PROVISIONS")

1. Naviant Software Support Level Agreement

Naviant, Inc. ("Naviant") agrees to provide and the Customer agrees to accept ongoing system support on the software products utilized in customer's system at the annual charges as invoiced, in accordance with the terms and conditions contained within these SLA Provisions.

A Software Support Level Agreement will provide phone, remote access, and email support for issues related to the performance of the installed system. Naviant standard business hours are 7:00 AM – 6:00 PM CT Monday through Friday, excluding holidays observed by Naviant. Naviant's Weekly Evening Hours are 6:00 PM – 7:00 AM CT Monday evening through Friday morning. Weekend Hours are 6:00 PM – 7:00 AM CT Friday evening through Monday morning. When Time & Materials billing is applicable, actual and reasonable travel expenses (mileage, transportation, lodging, and meals) will be charged per visit per Naviant resource to the customer as incurred, and Naviant will estimate such fee prior to dispatching onsite support. Naviant's multi-tier Software Support Level Agreement options are outlined below:

	Tier One	Tier Two	Tier Three
Phone Support	Standard Business Hours	24 / 5 Support	24 / 7 Support
Bank of Hours	8 Hours Annually	16 Hours Annually	24 Hours Annually
Time & Materials Rates	Standard Hours Beyond Bank (\$165/Hr) Weekly Evenings (\$245/Hr) Weekend (\$245/Hr)	Standard Hours Beyond Bank (\$165/Hr) Weekly Evenings (\$165/Hr) Weekend (\$205/Hr)	Standard Hours Beyond Bank (\$165/Hr) Weekly Evenings (\$165/Hr) Weekend (\$165/Hr)
Included Services			
Naviant Live Chat Support	•	•	•
Access to Webinars	•	•	•
Basic Audits	•	•	•
Comprehensive Audit	50% Discount	•	•
Remote License Certificate Activation	•	•	•
Cloud Configurations Storage	•	•	•
OnBase SQL Settings Verifications	•	•	•
Naviant Custom Report Bundle	•	•	•
Naviant Reporting Dashboard Bundle	•	•	•

If a Software Support Level Agreement is not purchased or kept in force, all support requests not covered by the Manufacturer Software Maintenance will be billed at Naviant's then prevailing Professional Services rates. Professional Services will be billed at ¼ hour increments.

2. Manufacturer Software Maintenance

In general, "Manufacturer Software Maintenance" provides access to product upgrades & enhancements, product error correction & fixes, technical documentation, and access to manufacturer escalated technical support facilitated through Naviant. When purchased, Manufacturer Software Maintenance provides Customer ongoing software support by the software manufacturer including commercially reasonable efforts to correct any properly reported errors in the software that are confirmed by the software manufacturer in the exercise of its commercially reasonable judgment. Access to Manufacturer Software Maintenance is provided by Naviant. Naviant will undertake to report to the software manufacturer for confirmation any reported errors promptly after receipt of proper notice from Customer, and will perform services in an effort to correct confirmed errors promptly after making such confirmation as directed by the software manufacturer. Manufacturer Software Maintenance provides software maintenance and troubleshooting for product error correction and related fixes coordinated or facilitated through Naviant via phone or email for issues not caused by Customer actions, inactions, hardware, or non-Naviant supplied or supported software. Requests for intervention from the software manufacturer will be at the discretion of Naviant.

3. Naviant Software Support Protocol

Naviant maintains a dedicated help desk to provide the first line of support to receive and resolve support inquiries for all Enterprise Content Management (ECM) solution implementations. By utilizing this streamlined approach to support, Naviant ensures that each customer inquiry will be answered in a timely and efficient manner, minimizing disruption to both system operation and work processes, and that all issues are reported and tracked accordingly. Naviant customers are provided with a dedicated toll-free number to use when calling in for support, as well

as a dedicated support email address to email support inquiries. When contacting Naviant Support, the Customer will be connected directly with a help desk technician, the issue will be logged into the Naviant's Support System, assigned a reference number, and the Customer will receive an email confirmation for tracking purposes. Naviant's standard response time objective is to respond to Customer support inquiries within one hour during Naviant standard business hours; however, Naviant's response time protocol is not to exceed three hours for either callback phone support or remote access to resolve the issue. If the issue requires further investigation, status updates will be provided in a timely manner until the issue is resolved.

4. Customer Responsibilities

- A. Onsite Support. When support is performed at Customer's premises, Customer agrees to provide reasonable and safe access to the software and equipment consistent with the requirements of these SLA Provisions and shall be liable for any damages to persons or property arising from its failure in this respect.
- B. Operating Environment. Customer is responsible for maintaining the appropriate operating environment for their system, including but not limited to hardware, software, and disk space. Customer must also provide appropriate electrical power and protective devices. If an appropriate operating environment causes system problems, Naviant will complete a problem definition and resolution effort. If the system problems may be resolved by a recommended change/upgrade to components that are required by the system, Customer at its expense will be responsible for executing said upgrade. If said upgrade is not executed, then at Naviant's option the Software Support Level Agreement may be terminated. System (hardware) enhancement necessitated by a software upgrade must be purchased by Customer prior to the installation of such software upgrade. Customer acknowledges and agrees that Naviant requires online access to the software installed on Customer's systems in order for the software manufacturer to provide maintenance and for Naviant to provide support. Customer shall install and maintain, at Customer's sole cost and expense, communications software approved by Naviant. Customer shall establish and maintain at its sole cost and expense, an adequate or dedicated connection to facilitate the provision of Maintenance and Support Services.

5. Products and Services Not Covered

Software Support Level Agreements do not cover installation fees for initial system configuration, expansion of the system in applications, enhanced functionality, or inclusion of additional users. Unless specifically agreed to in writing, Software Support Level Agreements shall not cover: (i) Support for scripting, API or workflow changes or additions by Customer; (ii) Customized application functions or device support for the software and/or the hardware utilized by the software; (iii) Conversions for the Customer, whether such conversion be to data or to programs; (iv) Onsite support, training, and implementation services beyond the terms specified; (v) Installation of software version upgrades; (vi) Annual system audits not outlined in Section 1; (vii) Support calls related to issues traced to a Customer action, inaction, non-Naviant supported hardware, or non-Naviant supplied or supported software not covered under these SLA Provisions.

Software Support Level Agreements do not provide support for any hardware or software not purchased from Naviant that is used with or attached to the system, or any hardware or software that is required to make the supported system work with excluded items. Any services provided by Naviant to provide compatibility with non-Naviant hardware and software and identify and resolve problems caused by these excluded items will be charged to Customer at Naviant's prevailing Professional Services Group rates. Naviant is not responsible for any damages resulting from Customer's improper use of the system, from the Customer's failure to follow standard back-up procedures, or from any consequences arising from failure of the various computer media used. The use of an unauthorized part, component, modification, or person to effect repairs or changes will cause the Software Support Level Agreement to be null and void at the option of Naviant. Software Support Level Agreements do not cover software reinstallations due to Customer computer moves, relocations, or replacements.

6. Term

- A. Software Support Level Agreements are effective from the commencement date and shall continue for an initial minimum term of one (1) year, unless otherwise stated. Unless Customer notifies Naviant of intent to terminate Software Support Level Agreement in writing via certified mail or registered mail within thirty (30) days prior to expiration of the initial term, the Agreement shall automatically renew for an additional one (1) year term and shall thereafter renew for additional one (1) year terms until canceled by either party in writing via certified mail or registered mail within thirty (30) days prior to the anniversary date of any successive one (1) year term. Naviant shall have the right to change the rates contained in the Software Support Level Agreement for any aforementioned successive one (1) year term upon written notice to Customer at least forty-five (45) days prior to any anniversary date of the Software Support Level Agreement. Payment must be received within 20 days of renewal invoice date; if Software Support Level Agreement lapses and Customer calls for service, Customer will be billed at Naviant's then prevailing Time & Materials rate for the service call and Naviant will require a PO or credit card prior to scheduling service. The Software Support Level Agreement may be reinstated *after* the service call has been resolved and will be valid for a 12 month term. All Software Support Level Agreements shall be billed for one year in advance.
- B. Notwithstanding the foregoing, this Software Support Level Agreement may be terminated in whole or in part at the option of Naviant in the event that (i) Customer defaults in payment or performance of any of its liabilities or obligations pursuant to the SLA Provisions and such default continues for a period of thirty (30) days after written notice thereof specifying the default or (ii) Customer becomes the subject of any voluntary or involuntary bankruptcy; insolvency, reorganization or liquidation proceedings; makes an assignment for the benefit of creditors; or admits in writing its inability to pay its debts when due. The right of termination provided in this subparagraph B is in addition to any other remedy available to Naviant at law or in equity with respect to default by Customer or in any proceeding referred to in clause (ii) hereof.

7. Software Licensing Agreement

A manufacturer software licensing agreement for each software product utilized in a Customer's system must be in effect at all times during the term of the Software Support Level Agreement.

8. Limitation of Liability

In no event shall Naviant be liable for any special, consequential, incidental, punitive, or similar damages (including, without limitation, lost profits, loss of use, loss of revenue and lost data). In no event shall Naviant be liable for any damages in excess of the aggregate amounts actually paid by Customer for the specific product or service in dispute.

AUDITOR OF STATE BULLETIN 99-006
APRIL 6, 1999

TO: Fiscal Officer of All Subdivisions
All Independent Public Accountants

SUBJECT: Requests for New Funds

The Auditor of State receives numerous requests to establish new funds under the provisions of Ohio Rev. Code §5705.12 which states:

In addition to the funds provided for by sections 5705.09, 5705.121, 5705.13, and 5705.131 of the Revised Code, the taxing authority of a subdivision may establish, with the approval of and in the manner prescribed by the auditor of state, such other funds as are desirable, and may provide by ordinance or resolution that money derived from specified sources other than the general property tax shall be paid directly into such funds. The auditor of state shall consult with the tax commissioner before approving such funds.

The purpose of this Bulletin is to identify when a request under this code section is required and when a local government may create a new fund without the Auditor of State's approval.

When Requests are Unnecessary

Approval to establish a new fund is unnecessary when the creation of the desired fund is already authorized or required by statute. Whenever the creation of a fund is authorized or required by statute, either specifically by name, or in general, a separate letter requesting permission to establish the fund is not required.

Examples of specific statutory requirements are found in Ohio Rev. Code §3313.81, which requires that school districts establish food service funds, and in Ohio Rev. Code §5747.50, which requires that each county establish an undivided local government fund. Similar statutory provisions requiring the creation of a specific fund are scattered throughout the Revised Code.

General statutory requirements for the creation of funds are found in Ohio Rev. Code §5705.09. This code section states:

Each subdivision shall establish the following funds:

(A) General fund;

- (B) Sinking fund whenever the subdivision has outstanding bonds other than serial bonds;
- (C) Bond retirement fund, for the retirement of serial bonds, notes, or certificates of indebtedness;
- (D) A special fund for each special levy;
- (E) A special bond fund for each bond issue;
- (F) A special fund for each class of revenues derived from a source other than the general property tax, which the law requires to be used for a particular purpose;
- (G) A special fund for each public utility operated by a subdivision; (H) A trust fund for any amount received by a subdivision in trust.

Based on this statute, it is unnecessary to continue to request permission from the Auditor of State to establish a new fund when the purpose of the fund will be to record and expend the proceeds of debt, to account for a new grant whose use is restricted to a particular purpose or to account for money received in trust.

When Requests are Necessary

It is necessary to continue to submit requests to the Auditor of State when the creation of the fund is not specifically authorized by statute or when the purpose of the fund is not identified in Ohio Rev. Code §5705.09 (A) - (H). Situations in which it would be appropriate to continue to submit requests include: 1) when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity; 2) when the fund will be used to account for restricted gifts or bequests that will not be held in trust; and 3) when management wants to impose internal restrictions on the use of otherwise unrestricted resources

Management often asks to create a new fund to determine how much revenue a specific source generates or how money from a specific source is being spent. In circumstances where the desired financial information can be obtained by creating additional accounts within an existing fund, the creation of a separate fund is generally considered unnecessary. An exception to this policy is made for requests for the creation of proprietary funds.

Proprietary funds are intended to account for activities that are similar to businesses. The activity is at least partially financed by charges for services or goods. Rates are usually set by the legislative authority, and the desire is to maintain accounting records which can demonstrate the extent that charges cover the costs of providing the goods or services. This is accomplished

by tracking all revenues and the related expenses of an activity within a single fund. Requests for the creation of a proprietary fund are usually granted.

Sending a request to establish a new fund is still appropriate when the fund will be used to account for restricted gifts or bequests not held in trust. The creation of a trust fund is not necessary to account for restricted gifts or donations; this money may be accounted for in a special revenue fund or, if restricted to the acquisition of fixed assets, in a capital projects fund.

A trust fund is recommended only when there is a formal trust agreement with the donor. Requests to account for restricted gifts and donations are routinely granted based on the need to demonstrate compliance with donor restrictions.

Letters frequently request permission for a new fund based on management's wish to place internal restrictions on the use of otherwise unrestricted resources. These types of requests are generally not approved. It is the policy of the Auditor of State to refuse requests when approval would result in giving readers of financial statements the false impression that the use of the resources in the fund is restricted. The General Assembly has begun authorizing the creation of funds using unrestricted resources in certain specific circumstances. For example, H.B. 426 allows subdivisions to create funds for the payment of compensated absences and for the acquisition of fixed assets. The Auditor of State does not feel it is appropriate to extend this ability into areas where the legislature has not acted.

When responding to requests to establish new funds, the Auditor of State applies two basic guidelines. Separate funds are justified 1) when they will provide management with additional relevant financial information which is not obtainable using the current fund structure; and 2) when necessary to demonstrate compliance with legal or contractual restrictions.

When the purpose of a fund created under the provisions of Ohio Rev. Code §5705.12 has been fulfilled, the unexpended balance may be transferred to the general fund or to the bond retirement fund, but only after the payment of all obligations incurred and payable from the fund. (See Ohio Rev. Code §5705.14) Management may not simply modify or alter the purpose of the fund; that, in effect, creates a new fund and would require a second approval from the Auditor of State.

To request the creation of a new fund, complete the attached form. Send the form and a copy of the resolution or ordinance of the legislative authority authorizing the fund to:

Auditor of State's Office
Local Government Services Division
88 East Broad Street
P.O. Box 1140
Columbus, Ohio 43216-1140

The request can be deemed approved if you do not receive a letter disapproving the request from the Auditor of State's local government services division within 30 days from the date of submission.

Questions concerning this bulletin should be addressed to the Local Government Services Division of the State Auditors Office at ~~(800) 345-2519~~.

AUDITOR OF STATE
REQUEST FOR FUND APPROVAL

Entity: Clearview Local Schools

Fiscal Officer: Mary Ann Rowak

Phone No.: 440.233.5412

Request Date: May 1, 2011

Fund Requested: 011 Rotary Fund

Purpose of Fund: account for receipts & purchases

made in connection with the sale of consumer goods
or product provided by CBI and Family Consumer Science
class students.

Sources of Revenues: sale of goods & services

Anticipated Expenditures: purchase raw materials
(Types)
and supplies

NOTE: Please attach a copy of the resolution requesting approval to establish the fund.



April 26, 2021

Dear Clearview Schools:

Please accept the following as our proposal for school-based therapy services to the Clearview school system.

Mercy Health has enjoyed providing therapy services to your school system this year. Our mission to provide cost-effective, quality care that supports the students, parents, teachers and administration is ongoing. We hope that Mercy Health will continue to be your provider of choice for therapy services into the 2021-2022 school year.

We appreciate the opportunity to submit the attached proposed agreement. Our proposal includes all disciplines, in case you have additional needs above our existing agreement as the school year progresses.

We are proposing continuation of our services with a one-year term at the rate of \$70/hour.

If you are interested in continuing with our services, please complete the below sections of the agreement:

- (1) Add district name to page one.
- (2) Complete Section P on page eight.
- (3) Obtain signature on page ten.
- (4) When completed, please scan to deanna.schreiber@mercy.com. Once the agreement is signed by Mr. Ed Oley, President of Mercy Health, a copy will be mailed directly to the address provided in the agreement.

We sincerely thank you for your consideration. Should you have questions, please contact one of the below managers.

Carrie Rittenhouse, Manager of Speech and Occupational Therapy (419) 571-6254

Deanna Schreiber, Manager of Physical Therapy (440) 668-3724

THERAPY SERVICES AGREEMENT

This Therapy Services Agreement (“Agreement”) is made by and between Mercy Health – Regional Medical Center LLC, an Ohio nonprofit limited liability company, d/b/a/ Mercy Health -

Children's Developmental Center ("MCDC") and the _____, an instrumentality of the State of Ohio ("District"). MCDC and District are referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

- A. District has occasional need to contract for physical, occupational and speech therapy services for the benefit of students of District.
- B. MCDC is qualified and able to perform the therapy services required by District.
- C. MCDC desires to provide the therapy services described in this Agreement on the terms set forth in this Agreement and District desires to receive the services from MCDC.

NOW, THEREFORE, in light of the exchange of good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties agree as follows:

1. **Scope of Work.** MCDC shall provide the following services on the terms set forth in this Agreement:

- (a) **Requests for Evaluation:** The District, acting through agents (e.g., school health professionals, counselors) in schools governed by the District ("Schools") may request evaluation of School students as to the need for and benefits of physical, occupational and speech therapy or therapies (individually or collectively, "Therapy" or "Therapy Services"). In all cases, the Parties shall comply with all applicable laws concerning prescriptions or referrals for therapy from a doctor of medicine, a doctor of osteopathy, a chiropractor, a physician's assistant or an advanced practice registered nurse (anyone of the foregoing a "Licensed Person"). In any event, should MCDC make a reasonable determination that a prescription or referral from a Licensed Person (an "Order") is required before an evaluation or Therapy can begin, or at any time continue, the District shall use reasonable good faith efforts, and, upon request, cooperate with MCDC to obtain the required Order. If MCDC withholds performance because MCDC has a good faith reasonable belief that an evaluation or Therapy cannot be performed or continued without an Order, such withholding of performance shall not constitute a breach of this Agreement.
- (b) **Evaluation and Provision of Therapy Services.** MCDC will evaluate each student referred by District to determine the need for Therapy. For those students for whom an evaluation indicates Therapy would be beneficial (each "Student" or, collectively, "Students"), MCDC shall develop an individual plan for on-going Therapy. MCDC shall provide the appropriate Therapy to a Student throughout the school year, in the classroom or in the Student's home as necessary or until established goals in a Student's plan of Therapy have been accomplished. Reevaluation will be provided to each Student as determined to be indicated by a Therapist or a Student's physician.

- (c) Personnel: MCDC shall provide adequate personnel to manage the Therapy Services and provide them in an ethical and proper manner. All MCDC personnel rendering Therapy Services who are licensed physical therapists, licensed physical therapy assistants, occupational therapists, certified occupational therapy assistants and licensed speech pathologists as well as any other MCDC personnel performing any other services requiring specialized backgrounds or credentials (individually, a “**Therapist**” or collectively, “**Therapists**”) shall hold an Ohio license or other appropriate professional licensure, certification or authorization (“**Credentials**”) which are valid and in effect allowing the Therapist to render services in the State of Ohio. Upon reasonable request, MCDC shall make available to District a Therapist’s Credentials. District acknowledges that the Therapists are satisfactorily qualified to perform Therapy Services. MCDC shall retain the discretion as to which of its personnel shall perform Therapy Services. Any Therapist assigned by MCDC shall perform services in accordance with: (i) applicable laws, rules and regulations; (ii) applicable rules, regulations, policies and standards of MCDC; and (iii) the Ethical and Religious Directives for Catholic Health Care Services, a copy of which is available at <http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>.

Upon request by the District, a Therapist will submit to a criminal background check performed at the District’s expense. MCDC represents to the District that neither the MCDC nor any of its principal officers, owners, directors or managers are: (a) excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) have not been convicted (as that term is defined under 42 U.S.C. § 1320a-(7)(i)) of a criminal offense related to health care; and (c) that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against MCDC or any Therapist.

The District, subject to all applicable civil rights laws and acting reasonably, has the right to direct by notice to MCDC that a Therapist not be allowed to continue performing services under this Agreement. In such event the MCDC shall furnish a replacement employee or agent for the work but for a reasonable period of time shall be excused for any nonperformance occurring under this Agreement because of MCDC’s exercise of its rights under this paragraph.

Should the District determine that a Therapist should receive any training in District or school policies and procedures or as to any other matters under the control of the District or should participate in educational or learning sessions mandated by the District (“**District Training**”), the District shall have the responsibility to provide the District training at the District’s expense and the District shall compensate MCDC per Exhibit A.

- (d) Collaborative Efforts: The Therapy provided to Students is provided through collaborative efforts of the District and MCDC. Therefore, (a) how the work results of any Therapy are achieved, (b) the method or manner in which Therapy is provided, or (c) the specific details of the Therapy provided will be determined by

the educational team, of which the therapist is a member, at a Therapy planning meeting for each student. In all events, MCDC shall retain authority to determine which MCDC personnel are assigned to perform Therapy Services.

- (e) **Recordkeeping:** MCDC shall prepare and maintain appropriate records to document each Student's evaluation, goals of a Student's Therapy, the course of Therapy and progress toward the goals. These records constitute "**protected health information**" or "**PHI**" as defined in and for the purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder ("**HIPAA**"). MCDC, as a "**covered entity**" as defined in HIPAA, shall preserve and protect the privacy and security of all Student PHI and shall not be requested where obligated to disclose or make further use of any Student PHI except as expressly permitted under HIPAA.

D. **Consents.** Evaluations of candidates for Therapy and Therapy itself shall be provided by MCDC to a student only if there is on file in the records of MCDC or provided to the MCDC, on behalf of the Student, prior to the provision of any services under this Agreement, a fully completed and properly signed "Parental/Guardian Consent to Services" substantially in such form as is acceptable to MCDC in the reasonable exercise of MCDC's discretion. ("**Consent**"). In all cases, the District shall be responsible for obtaining and making available to MCDC a properly completed and executed Consent. District expressly acknowledges that MCDC may not provide any Therapy Services to a Student without Parental or Guardian Consent.

E. **Compensation.** The District shall compensate MCDC in accordance with the amounts and terms set forth on Exhibit A to this Agreement for Therapy and other services rendered by MCDC.

F. **Equipment and Supplies.** In the event a Therapist recommends in good faith that the District should purchase certain equipment, supplies, disposable or other items the Therapist deems necessary to successfully carry out Therapy Services for students, the Therapist shall notify the District and the District, acting reasonably and in good faith, shall consider the request and its benefit to delivery of services listed on the education plan and within a reasonable amount of time after submission of the request, advise MCDC of the District's decision regarding the proposed purchase. Any items purchased by or at the expense of the District for use by MCDC in providing Therapy Services, shall be, and upon termination of this Agreement remain, the property of the District, reasonable wear and tear or consumption of disposable excepted.

G. **No Exclusivity.** This Agreement does not confer on MCDC an exclusive right to perform Therapy Services for Students and the District may contract with other persons to provide services the same as or similar to the Therapy Services provided by MCDC under this Agreement. Likewise, MCDC may, during the term of this Agreement, provide to any other person services the same as or similar to the Therapy Services provided by MCDC under this Agreement.

H. **Term and Termination.** The term of this Agreement begins on August 1, 2021 and concludes on July 31, 2022. Either Party may terminate the Agreement by giving 60 days' prior written notice to MCDC.

I. **Default: Remedies.** Should MCDC fail to perform its obligations under this Agreement in any material respect, the District may declare default by giving MCDC notice of the alleged failure. Thereafter, MCDC shall have 30 days to remedy the failure without penalty or termination of this Agreement. However, if MCDC fails to remedy the failure within the 30-day period or fails to undertake steps to remedy the failure that cannot reasonably be completed within that 30-day period remedy, this Agreement shall terminate. Subject to any setoff for damages sustained by the District, the MCDC upon default shall be entitled only to payment for the work performed and accepted by the District as of termination of the Agreement for default. If the Agreement includes prepayment for all or part of the work, the MCDC shall be entitled to retain only that part of the prepayment representing reasonable compensation for the work performed and accepted by the District as of termination of the Agreement for default, and subject to any claim of the District for damages. In addition to the terms of this section, the District reserves all rights and remedies in law or in equity with respect to enforcement of contracts and remedies for breach.

J. **Liability Insurance.**

- (a) At all times when this Agreement is in effect, MCDC shall maintain the following insurance coverages for MCDC employees, agents or contractors providing services professional liability with limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate and, as to MCDC employees, workers compensation insurance which complies with Ohio statutory requirements. MCDC further agrees to secure and maintain, in conjunction and connection with Therapist's performance under this Agreement, professional liability coverage of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (b) District shall maintain comprehensive general liability coverage and property liability coverage of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the annual aggregate, and shall, upon request by the MCDC, provide the MCDC with a certificate of insurance. District agrees to provide at least 30 days' advance written notice of any change in this insurance coverage.
- (c) All insurance coverages under this Section shall be provided by means of a policy or policies of insurance written by and secured from companies rated no less than B+ in accordance with the latest edition ratings published by A.M. Best Company, Inc. (or approved by Bon Secours Mercy Health Risk & Insurance Services); provided, however, that MCDC may cover its insurance requirement(s) through a self-funded arrangement. Each party shall furnish, upon request by the other, certificate(s) of insurance for the coverages under this Section. Each party shall provide the other with at least thirty (30) days advance written notice of cancellation, termination, nonrenewal, or material change of such coverage.
- (d) District agrees to notify the MCDC of any actual, potential or alleged claims arising from services.

- (e) District agrees to cooperate with the MCDC in the defense of claims arising from services, if appropriate, and to assist the MCDC in claims management, including but not limited to, risk identification, claims investigation and control processes.
- (f) Each Party shall be responsible for any personal injury (including death) or property damage caused by willful misconduct, negligent acts or negligent omissions of or by that Party or of, by or through any agent, employee or contracted servant of the Party and, in the case of District, any Student attending a District school, and each Party shall defend itself as to and pay any judgments and costs associated with any claims arising out of any such willful misconduct, negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer to or make a Party liable or responsible in any way for any responsibility or liability for, or any obligation to defend as to the acts or omissions of the other Party.
- (g) This Section shall survive the termination of this Agreement.

K. **Independent Contractor Status.** MCDC shall provide services under this Agreement as an independent contractor. District is contracting for the performance of Therapy Services and the means and personnel by which the Therapy will be provided are responsibilities of MCDC. Neither MCDC nor its employees or agents shall be considered agents or employees of the District for any purpose, and MCDC, its employees or agents are not entitled to any of the benefits or statutory rights that are provided for employees of the District. District shall not provide any compensation or fringe benefit of any kind to any Therapist except when required by Ohio law. The District shall not control the compensation, fringe benefits, or hours of work of any Therapist. Despite the Parties' agreement that MCDC is an independent contractor, in the event that the State Teacher's Retirement System (STRS) or the State Employees Retirement System (SERS) makes a final determination that MCDC is subject to STRS or SERS contributions, then in that event MCDC shall be liable for all such contributions, including the employer and employee share. It is the responsibility of MCDC to determine its status under the STRS or SERS rules.

L. **Non-Solicitation.** District agrees that during the term of this Agreement, any extension or renewal thereof, and for a period of one (1) year after termination of this Agreement, District shall not interfere with the relationship of MCDC and any of its employees, agents, independent contractors, or representatives. By way of amplification and not limitation of the foregoing, District agrees that it will not, directly or indirectly, for itself or any third party: (a) employ and/or contract with a person who was or is in the employ of or in a contractual relationship with MCDC; (b) solicit, induce, recruit, or cause a person in the employ of MCDC to terminate his/her employment; or (c) cause a person in a contractual relationship with MCDC to terminate his/her contractual relationship, for the purpose of joining, associating, contracting or becoming employed with District to provide services, goods and equipment of a nature similar to those provided under the terms of this Agreement, for or on behalf of District.

M. **Compliance with Laws and Regulations.** To the extent applicable, each Party shall comply in all material respects with all federal and state-mandated regulations, rules or orders applicable to creation, maintenance, privacy, security and retention of health records, including without limitation, rules and regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Education Rights and Privacy Act, 20 USC 1232g ("FERPA"), as those may be applicable. MCDC shall maintain legally required health records for services provided under this Agreement in confidence and securely. The ownership and right of control of all reports, records, and supporting documents prepared in connection with this Agreement shall belong exclusively to MCDC. It is understood that the contents of such documents are confidential, and disclosure shall be made only in accordance with MCDC policies and applicable state and federal law, including the requirement to obtain appropriate authorizations from Student or Student's parent(s)/guardian(s). To the extent legally permissible, MCDC shall provide District with documentation of services, provided that such information is only used in a manner consistent with applicable laws and regulations.

The Parties believe and intend that this Agreement complies with all relevant federal and state laws, as well as relevant regulations and accreditation standards, including but not limited to, the restrictions on MCDC by virtue of its tax-exempt status, the Federal Anti-Kickback Statute, the Federal Stark Law, and all of the rules and regulations promulgated pursuant to such statutes and laws ("Laws").

If, at any time, (i) this Agreement is found by a court, administrative body or other governing authority to violate any applicable provision of the Laws; or (ii) either Party provides to the other Party a copy of a written opinion of legal counsel to the effect that this Agreement creates a material risk of violating the Laws, then the Parties shall renegotiate the portion of this Agreement that creates the violation (or material risk of violation) of the Laws. If the Parties fail to reach agreement within 30 days following the date on which it is found that this Agreement violates the Laws or the date that a Party is provided a copy of a written opinion of legal counsel from the other Party, then this Agreement shall immediately terminate.

N. **No Referrals.** The Parties understand and agree that nothing contained in this Agreement shall in any way require or suggest that District shall be required to refer Students to MCDC, any Therapist, other health care provider, or any affiliate of MCDC at any time whatsoever. District shall be free to refer Students to any hospital, health care facility, provider, - Therapist or physician, and nothing contained in this Agreement is intended nor should be construed to require or suggest that District otherwise generate business for MCDC, any Therapist, other health care provider, or any affiliate of MCDC.

O. **Exclusion from State or Federal Health Care Programs.** District represents and warrants that it is not: excluded from participation in any Federal health care program; debarred, suspended or otherwise excluded from participating in any other federal or state procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. District further represents and warrants that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. District agrees it shall notify MCDC in writing upon the commencement of any such exclusion or investigation within five (5) business days of

receiving first notice of such exclusion or investigation. MCDC shall have the right to terminate this Agreement immediately upon learning of any such exclusion.

P. **Notices.** Any notice or other communication required under this Agreement shall be deemed received on the date sent by regular United States mail, postage paid and shall be sent to the Parties as follows:

If to District:

If to MCDC:

Service Line Administrator
Mercy Health Lorain LLC
d/b/a Mercy Health – Children’s
Developmental Center
3700 Kolbe Rd.
Lorain, Ohio 44053

Q. **Miscellaneous.**

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes all prior representations, agreements and understandings, whether oral or in writing, between the Parties with respect to the same subject matter.
- (b) **Governing Law.** This Agreement shall be interpreted, enforced, and governed according to the laws of the State of Ohio. Both District and MCDC submit to the jurisdiction of the state and federal courts of Lorain County, Ohio for any action or proceeding arising under this Agreement.
- (c) **Assignment.** This Agreement shall not be assigned, whether by operation of law, agreement or otherwise, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed; provided, however, that MCDC may assign its rights and obligations under this Agreement without prior written consent to an affiliate or a purchaser of all or substantially all of MCDC’s assets used in performing this Agreement.
- (d) **Binding Effect.** This Agreement shall be binding upon and inure only to the benefit of the Parties and their respective successors and permitted assigns.
- (e) **Modification.** This Agreement may not be amended or modified except in writing signed by the Parties.

- (f) Headings. The paragraph headings contained in this Agreement are for the purposes of convenience only and are not intended to define or limit the contents of said paragraphs.
- (g) Waiver. No waiver of any breach or default under this Agreement shall be considered valid unless in writing and signed by the Party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- (h) Severability. If any provision or term of this Agreement is found to be void or unenforceable to any extent for any reason, it is the agreed-upon intent of the Parties that all remaining provisions or terms of the Agreement shall remain in full force and effect to the maximum extent permitted by law and that the Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part of it.
- (i) No Third-Party Beneficiaries. Nothing in this Agreement confers, or is intended to confer, any rights or remedies under, or by reason of, this Agreement on any person or entity other than the Parties to this Agreement.
- (j) Further Actions. District and MCDC shall provide each other with information and shall execute such additional documentation as may be required to carry out the purposes of this Agreement, including the provision of information or documentation to any agency or entity which has provided grant funds for the work under this Agreement.
- (k) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- (l) Access to Books and Records. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, MCDC shall, upon written request, make available to the Secretary of the Department of Health and Human Services (HHS), the Comptroller General, or any of their duly authorized representatives, this Agreement, and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by MCDC under this Agreement. This provision will apply if the amount paid under the Agreement is \$10,000 or more over, a twelve (12) month period. The availability of MCDC's books, documents, and records will at all times be subject to such criteria and procedures for seeking access as may be promulgated by the Secretary of HHS in regulations and other applicable laws. MCDC's disclosure under this provision will not be construed as a waiver of any legal rights to which either party may be entitled under statute or regulation. MCDC shall notify DPT immediately of any request received for access to information under this Section and shall consult in good faith with DPT regarding the response(s) to such request.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

**Mercy Health – Regional Medical Center LLC
d/b/a Mercy Health - Children's
Developmental Center**

Signature

Edwin M. Oley
Printed Name of Signer

President, Mercy Health Lorain Market
Title of Signer

Date Signed: _____, 2021

_____ (school system name)

Signature

Printed Name of Signer

Title of Signer

Date Signed: _____, 2021

EXHIBIT A

Compensation for Services and Terms of Payment

The District shall compensate MCDC at a rate of \$70 per hour for all Therapy services, rendered by a Therapist (as defined for purposes of this Agreement to include physical and occupational therapists and/or speech pathologists as well as therapy assistants), and all time spent by a Therapist on Compensable Activities as defined below. Partial hours shall be billed in quarter hour increments based on the above agreed upon per hour rate.

“Compensable Activities” shall mean each of the following activities related to Therapy Services provided by MCDC to District:

- Physical Therapy services
- Occupational Therapy services
- Speech Pathology services

- Preparation time
- Direct Treatment time
- Documentation time
- Meeting time
- Travel time between schools and to/from child's home if required
- Training time for training mandated by District

MCDC shall invoice District on a monthly basis for services rendered during the preceding month. Each invoice shall be itemized by Student, indicating the nature of the Therapy Services and the time spent by a Therapist providing those services to that Student and shall state separately, for any other Compensable Activities, the time spent providing and nature of the Compensable Activity provided.

Each invoice shall be paid within thirty (30) days of receipt by District, with date of receipt deemed to be three (3) business days following the date of delivery of invoice to District by MCDC. MCDC shall act reasonably in considering and acting upon reasonable requests from District for accommodations to any specific billing requirements of District, though a failure by MCDC to make all or some such accommodations shall not be deemed a breach of this Agreement.

Late payments shall bear interest at one percent per month, commencing on the 31st day following receipt of an invoice by the District.



**LORAIN COUNTY PUBLIC HEALTH
SCHOOL HEALTH SERVICES CONTRACT**

**Lorain County
Public Health**

For the Health of Us All

This agreement is between Lorain County Public Health (LCPH) and the Clearview School District for the 2021-2022 academic school year. The parties agree as follows:

1. LCPH will provide a Registered Nurse who will hold an active Ohio Registered Nursing License and Licensed Practical Nursing Staff who will hold active Ohio Practical Nursing Licenses.
2. The assigned LCPH nursing staff will work a schedule fitting the contracted school district schedule. The weekly time requirements may be flexed to fulfill obligations requested by the school district or LCPH. Any time requirement that is to be flexed will be approved by a LCPH nursing supervisor or director.
3. LCPH employees will at all times be acting as independent contractors, and not as employees of the school district. The duties of the contracted position are outlined in attached Exhibit A.
4. The school district will provide LCPH staff appropriate work space and printer access to enable the provision of school health nursing and maintenance of school medical records in accordance with HIPAA and FERPA.
5. LCPH will maintain adequate liability insurance to cover the performance of the duties of the assigned nursing staff. The school district agrees to hold harmless LCPH from any and all claims of liability for injury or damages to the children and third parties arising from the actions of school staff.
6. LCPH will provide orientation, supervision and continuing education pertinent to school nursing. LCPH nurses will attend monthly staff meetings at the Health Department and will remain available to the school district by phone. There may be infrequent trainings for which the LCPH nursing staff will not be available to the school district. Substitute school nurses may be available for coverage of duties by mutual agreement between LCPH and the school district.
7. LCPH will provide school nurse services for 36 weeks to the Clearview School District as follows:
 - 18 RN hrs. per week @ \$52.00 per hour
 - 60 LPN hrs. per week @ \$37.00 per hour
8. The Clearview School District is to pay a total of \$113,616.00 for the 2021-2022 school year. Payments to be made in 10 monthly installments of \$11,361.00 September through June of the school year. Payments are due on or by the 15th day of each month
9. This contract may be terminated by either party by delivering written notice of the termination 60 days before the termination is to take effect.

David Covell

David Covell, RS, MPH, Health Commissioner
Lorain County Public Health
9880 S. Murray Ridge Rd
Elyria, OH 44035

04 / 01 / 2021

Date

Dr. Jerome M. Davis

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

04 / 27 / 2021

Date

EXHIBIT A

School Nurse Services – Lorain County Public Health School Health Program

SERVICE	SUPERVISOR- RN	RN	LPN
HEALTH SERVICES	<ul style="list-style-type: none"> • <i>Coordinates health services program</i> • <i>Leadership for health initiatives</i> • <i>Health services policies and procedures</i> • <i>Budget</i> • <i>Coordinate staffing needs with school administration</i> • <i>Coordinate substitute nurse staffing</i> • <i>Follows HIPAA, FERPA rules and regulations</i> 	<ul style="list-style-type: none"> • <i>Coordinates the health service delivery including students with special needs and chronic illnesses – mandated member of IEP/IFSP team</i> • <i>Provides direct and indirect nursing care independently</i> • <i>Delegation and training of unlicensed personnel (aides) where safe and appropriate delegation is applicable as determined by the RN; supervises LPN</i> • <i>Screenings, referrals, assist families with resources- familiar with community resources for health care services; follow up on referrals – collaborate with staff for child's needs</i> • <i>Data collection, evaluation and planning</i> • <i>Follows HIPAA, FERPA rules and regulations</i> 	<ul style="list-style-type: none"> • <i>Provides direct nursing care under the direction of an RN including illness, injury assessment, basic first aid, and chronic disease maintenance</i> • <i>Screening duties as assigned by RN; documentation on students file</i> • <i>Assist with monitoring, reporting and documenting</i> • <i>Administers medications as per licensure</i> • <i>Follows HIPAA, FERPA rules and regulations</i>
HEALTH ED	<ul style="list-style-type: none"> • <i>Coordinates and monitors health information used by nursing staff</i> • <i>Collaboration with health promotion department for health education needs</i> 	<ul style="list-style-type: none"> • <i>Provides appropriate health information and instruction to students and staff</i> • <i>Promotes health and wellness for improved school performance; active member of health advisory</i> 	<ul style="list-style-type: none"> • <i>Provides appropriate health information and instruction to students and staff as directed by RN</i> • <i>Prevention of disease – student education during</i>

	<ul style="list-style-type: none"> • <i>Direct assistance to nursing staff for decision making</i> • <i>Coalition team member</i> • <i>Collaboration with school administration for wellness initiatives</i> 	<i>councils/committees and wellness teams</i> <ul style="list-style-type: none"> • <i>Disease prevention (immunizations, communicable illness)</i> • <i>Interprets Centers for Disease Control (CDC) guidelines for best practice</i> • <i>Data collection, evaluation and planning</i> 	<i>direct care</i>
ENVIRONMENT	<ul style="list-style-type: none"> • <i>Liaison between environmental health staff and nursing</i> • <i>Direct assistance to nursing staff for case management and planning</i> • <i>Analyze data for initiatives</i> 	<ul style="list-style-type: none"> • <i>Identifies physical, emotional and safety concerns, makes appropriate referrals</i> • <i>Promotes a safe and nurturing environment, promotes injury prevention</i> • <i>Provides training in Standard Precautions and Blood Borne Pathogens</i> • <i>Active member of crisis prevention teams</i> • <i>Analyze injury reports/data – used for injury reduction initiatives</i> 	<ul style="list-style-type: none"> • <i>General knowledge regarding student safety</i> • <i>Provides basic environmental safety for students</i> • <i>Trained for triage during crisis events</i>
NUTRITION	<ul style="list-style-type: none"> • <i>Staff education regarding initiatives and grant opportunities available</i> • <i>Resources for nursing staff</i> • <i>Analysis of data</i> 	<ul style="list-style-type: none"> • <i>Collaborates with school food service programs; nutrition knowledge base</i> • <i>Instruction and promotion of the health benefits of healthy food choices</i> • <i>Collaborative implementation of healthy food initiatives</i> • <i>Referrals and follow up to</i> 	<ul style="list-style-type: none"> • <i>Encourage students and staff toward healthy food choices</i>

		<i>community/medical providers</i>	
PE/ACTIVITY	<ul style="list-style-type: none"> • <i>Staff education regarding initiatives and grant opportunities available</i> • <i>Resources for nursing staff</i> • <i>Analysis of data</i> 	<ul style="list-style-type: none"> • <i>Promotes healthy activities including PE; safe sports practices; lifelong active life style</i> • <i>Knowledge base for prevention of chronic disease</i> • <i>Coordinate with staff in obtaining BMI data</i> • <i>Referrals and follow up to community/medical providers</i> 	<ul style="list-style-type: none"> • <i>Encourage students and staff toward active lifestyle</i>
MENTAL HEALTH	<ul style="list-style-type: none"> • <i>Collaboration with community agencies</i> • <i>Provide nursing staff education opportunities</i> • <i>Analysis of data</i> 	<ul style="list-style-type: none"> • <i>Provides health counseling within scope of practice; referrals for interventions</i> • <i>Actively collaborates with mental health staff (when available) for medication management, counseling services and behavioral plans</i> • <i>Collaboration and promotion for educational opportunities for students and staff as available</i> 	<ul style="list-style-type: none"> • <i>Report student concerns to RN or school administration</i>

FAMILY/COMMUNITY	<ul style="list-style-type: none"> • <i>Promotion of community partnerships</i> • <i>Provide staff with necessary resources for delivery of services to families</i> 	<ul style="list-style-type: none"> • <i>Promotes family and community participation</i> • <i>Influential in securing appropriate services, referrals and/or follow up</i> • <i>Liaison to families, community partners</i> • <i>Active member of health advisory committees, drawing on public health expertise</i> 	<ul style="list-style-type: none"> • <i>Encourage family and community participation</i> • <i>Provide known services/resources for follow up under direction of RN</i>
STAFF WELLNESS	<ul style="list-style-type: none"> • <i>Assist nursing staff with resources</i> • <i>Coordination of collaborative efforts</i> • <i>Data analysis and planning initiatives</i> 	<ul style="list-style-type: none"> • <i>Coordinate and implement health screenings and appropriate health education</i> • <i>Interpret screening results and data, evaluation for planning</i> • <i>Counseling and referral</i> • <i>Active role in development of healthy activities and environment</i> • <i>Collaborative role on wellness committee</i> 	<ul style="list-style-type: none"> • <i>Assist RN in obtaining heights, weights, BMI and blood pressures</i> • <i>Refer staff to medical provider for abnormal results</i>

TITLE	2021-2022 Clearview School Nurse Contract
FILE NAME	Clearview School ...act 2021-2022.pdf
DOCUMENT ID	406006a48c12b3b123088a0da0dba4d7eedd8b98
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	<ul style="list-style-type: none"> Completed

Document History



04 / 01 / 2021
13:34:07 UTC-5

Sent for signature to Dave Covell
(dcovell@loraincountyhealth.com) and Jerome Davis
(jerome.davis@clearviewschools.org) from
slesco@loraincountyhealth.com
IP: 74.219.43.162



04 / 01 / 2021
13:49:00 UTC-5

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Viewed by Jerome Davis (jerome.davis@clearviewschools.org)
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COMPLETED

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The document has been completed.

Column1	Column2
First_Name	Last_Name
Angel	Acevedo
Zoe	Adkins
Jasmine	Ajeel
Elizabeth	Allen
Mason	Argenti
Katelanie	Ayala
Hannah	Bailey
Carlee	Baker
Daymeon	Banks
Emely	Barker
Lindsay	Beatty
Eliana	Beckstrom
Nevaeh	Bennett
Brandon	Bentley
Sabrina	Bonilla
Manuel	Bracero
Gabrielle	Brown
Laila	Brown
Anthony	Buga
Sherod	Bullard
Cielo	Camacho
James	Camarillo
Anthony	Carpenter
Hiram	Carreras
David	Carrero
Ivelisse	Castillo
Isaias	Castro
Josiah	Chase
Dominic	Christensen
Daniel	Christian
Christian	Clague
Samuel	Clark
Annjolee	Close
Bryon	Colvin
Austin	Cooper
Savannah	Craigo
Veronica	Cruz
Kylah	Davis
Robert	Davis
Jalen	Delgado
Nathan	Emmerling
Mya	English
Tayden	Eshelman-Sadler
Anthony	Fantauzzi
David	Fitzpatrick

Sanai	Flowers
Tarra	Fraley
Christopher	Garcia
Emily	Garcia
Amaury	Gonzalez
Amaury	Gonzalez
Eric	Graham
Tyler	Green
Kenneth	Groselj
Makenzie	Grove
Faith	Guzman
Emily	Harrington
John	Harris III
Isaiah	Harrison
George	Hatcher
Francisco	Hernandez
Theodore	Hiles
Alexandra	Hlaves
Jamal	Holmes
Logan	Homler
Donny	Horsley
Corrine	Horstmann
Myles	Huff
Kimberly	Ibarra
Rian	Jackson
Ashley	Jaime
Sydney	Jancsura
Sean	Kane
Luke	Kelly
Nathaniel	Klamer
Richard	Kovacs
Arthur	Lara
Jose	Lozano
Anthony	Maloy
Kayla	Martin
John	Martinez
Penelope	Martinez
Aries	Mason
Hailey	Mays
Caitlin	McComas
Dynesty	McElya
Alex	Medina
Julian	Mendez
Kyle	Mettler
Kirk	Mitchell
Devon	Molina
Shakim	Montgomery

Josiah	Moon
Adrian	Moore
Autumn	Munoz
Carson	Nagy
Joshua	Negron
Madison	Neri
Anh	Nguyen Jr
Alyssa	Nichols
Izayah	Nichols
Arriana	Noble
Zarian	Ortiz
Janet	Parsley
Benjamin	Parsons
Xavier	Pinto
Joshua	Prater
Franklin	Pugh
Joel	Quiles
Brooke	Rebman
Selena	Rice
Erica	Rivera
Hailey	Rivera
Oscar	Rivera
Elijah	Rodriguez
Ruthie	Rogers
Tyler	Roman
Olivia	Romes
Fabiana	Rosalez-Sadler
Aralice	Rosas
Jacob	Saltis
Juan	Sanchez
India	Santiago
Dezshanae	Seagers
B'ohn	Smith-Belcher
Gabrielle	Suprun
Michael	Tarrant
Alisia	Taylor
Devin	Terry
Alanna	Thomas
Ilajah	Thomas
Iyanna	Thomas
Angeliah	Thompson
Alec	Torres
Christian	Torres
Trinity	Traster
Josiah	Velazquez
Taina	Washington
Jalen	Webster

Ryan	Wicker
Alexus	Williams
Logan	Williams
Nina	Yanick

PURCHASING PROCEDURES

Monies under the jurisdiction of the Board may not be expended except upon a warrant drawn against a specific appropriation and against a specific fund. Therefore, no contract or purchase order for the expenditure of money will be made unless there is attached to it a certificate of the Treasurer certifying that the amount required to meet the contract or purchase order has been appropriated and is in the treasury, or is in the process of collection, and is free from previous encumbrance.

Any contract or purchase order issued without such a certificate attached is void, except as the law allows later issuance within 30 days of the certificate and except that, if the amount involved is less than \$3,000, the Treasurer may authorize it to be paid without the ratification or affirmation of the Board. Under certain conditions, the law also allows the Treasurer to issue blanket certification, subject to limitations of time and amount as set by law.

Purchasing procedures are designed to ensure the best possible price for the desired products and services. Procedures for purchasing are developed to require that all purchases are made on properly approved purchase orders and that, for items not put up for bid, price quotations are solicited.

Special arrangements may be made for ordering perishable and emergency supplies.

Prior to July 1, 2018, the District followed the requirements outlined in previous OMB guidance. Effective July 1, 2018 all purchases for property and services made using federal funds must be conducted in accordance with all applicable Federal, State and local laws and regulations, the Uniform Guidance, and the District's written policies and procedures.

[Adoption date:]

LEGAL REFS.: ORC 3313.46
3327.08
5705.41(D)(1); 5705.412; 5705.44
2 C.F.R. Part 200

CROSS REFS.: DECA, Administration of Federal Grant Funds
DJ, Purchasing
DJC, Bidding Requirements

NOTE: The Uniform Grant Guidance (Uniform Guidance) issued by the U.S. Office of Management and Budget (OMB) effects certain federal funds districts receive.

The guidance replaces requirements found in eight previous OMB circulars. The new rules are in effect for new or noncompeting continuation grants awarded by OMB on or after December 26, 2014.

Districts are required to have written policies and/or procedures for the management of funds subject to the Uniform Guidance. The new rules are outlined in the Code of Federal Regulations (CFR) 200 and emphasize the need for strong financial management systems and other internal controls aimed at controlling fraud, waste and abuse. Internal controls should be in compliance with guidance in the Standards for Internal Control in the Federal Government issued by the comptroller general of the United States or the Internal Control Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission.

PURCHASING PROCEDURES

General

1. The Board designates the Superintendent as the purchasing agent.
2. No person may commit the District to a purchase without the appropriate certificate of the availability of funds.
3. The materials, equipment, supplies and/or services to be purchased are of the quality required to serve the function in a satisfactory manner, as determined by the requisitioner and the Superintendent.
4. It is the responsibility of the requisitioner to provide an adequate description of the item(s) purchased so that the purchasing agent may be able to prepare the specifications and to procure most expeditiously and economically the desired commodity and/or service. A source of supply should be included on requisitions for specialty or unusual items.
5. No requisitioner shall knowingly restrict competition or otherwise preclude the most economical purchase of the required items.
6. When a low bidder proposes an alternate as equal to that specified, it is the responsibility of the Treasurer to determine whether the proposed substitution is, in fact, an equal. Such decision is based on his/her evaluation and that of the requisitioner. In the case of disagreement between the requisitioner and the Treasurer, either party may refer the matter to the Superintendent.

Requisitions

1. The District establishes a standardized requisition procedure to allow authorized representatives to submit requests for the purchase of materials and supplies.
2. The following are designated as "requisitioner"; that is, they are authorized to issue requisitions against stipulated segments of budgetary appropriations: the Superintendent, administrative assistants, directors, supervisors and building principals. Each requisitioner is responsible for limiting his/her requisitions to the appropriate amounts.
3. Only District-approved methods or forms are used for requisitioning.

4. A requisition, to be considered appropriate for processing, meets the following requirements:
 - A. contains adequate information and
 - B. is approved by and bears the signature of an authorized requisitioner.
5. All approved requisitions are submitted to the Treasurer.
6. After a purchase order has been issued by the Treasurer's office, the number of the purchase order is recorded on the requisition.
7. After processing, the original copy of the requisition is filed in the office of the Treasurer.

Purchase Orders

1. Purchase orders are prepared by the appropriate person and at a minimum include the following essentials:
 - A. a specification that adequately describes to the supplier the characteristics and the quality standards of the item required;
 - B. a firm, quoted, net-delivered price, whenever possible (unit prices are shown);
 - C. clear delivery instructions, including place and time;
 - D. appropriate account code number or appropriation code and
 - E. the Treasurer's certificate of available revenue and appropriation.
2. Purchase orders use an identifiable tracking system established by the District and contain the appropriate number of copies to meet District needs.
3. Verbal confirmation orders subject to subsequent confirmation by a written purchase order may be issued only in cases in which a bona fide emergency situation exists that can be handled only by this procedure:
 - A. whenever possible, a purchase order number should be given to the supplier and
 - B. a confirming requisition is issued immediately, marked "confirmation" indicating the purchase order number, if one was given.

Federal Procurement

Purchasing of goods and services using federal funds must be done in accordance with the above procedures and also in accordance with all federal requirements including allowability of costs. All purchases must be reasonable and free of conflicts of interest and conducted in a manner providing full and open competition.

No purchase will be made using federal funds unless the District verifies that the contractor is not suspended or debarred.

To determine which procurement method type is required, the District will look back at the last three years of expenditures for the specific goods or services to be purchased with federal funds and determine which method of procurement/contract type is applicable to the individual situation based on the average aggregate amount spent with the providing vendor in a fiscal year or another similar method.

Once the threshold has been established, the following methods of procurement will be used for all purchases of goods and services made with federal funds.

1. Micro-purchases are purchases up to \$10,000 as may be set by the Federal Acquisition Regulation, in the aggregate, without documenting vendor quotes and may be made in accordance with District purchasing procedures when the costs are reasonable. To the extent practicable, these purchases are distributed equitably among qualified suppliers.
2. Small purchase are purchases between \$10,000 and \$250,000 or as updated in 41 USC §134. Prior to authorizing the purchase, the District will try to obtain price rates or quotations from a minimum of 3 responsible vendors or providers. The District will obtain these price rates or quotations verbally, in writing, using catalogs, price listing, email, fax on websites, etc. and must be documented and dated. Suppliers must receive identical information and must not restrict competition. Request for quotes must include the following:
 - a. Written specifications will be prepared and provided to the vendors.
 - b. Clear and accurate descriptions of the technical requirements for the product or service being procured as well as clear evaluation criteria.
 - c. Where applicable, the specifications must include a requirement that goods must be produced and processed in the United States.
 - d. Where applicable, the specifications must include a requirement that affirmative steps are taken to include small, minority and women's businesses.
3. Sealed bid procedures are used for firm fixed price contracts over \$250,000 and is used as the preferred method for construction projects. Bids are solicited from an adequate number of known suppliers, which cannot be less than two responsible bidders. The District will solicit bids by using the same process you use for bidding projects with state funds. The contract will be awarded to the lowest responsive and responsible bidder.

4. Competitive proposals are used for all purchases over \$250,000 for which sealed bids are not appropriate and must be used for architectural or engineering services. Contracts entered into for competitive proposals may be fixed-price or cost-reimbursement. The District will publicize a request for proposal by using various advertising methods including but not limited to, radio, internet, newspapers, etc. The District will evaluate proposals in order to award the contract to the most advantageous proposal when considering cost and other factors. The District will evaluate proposals through a score sheet they use for these purposes and may refer to this and include specific details on items factored in.
5. Sole source procurement is used only when the goods or services are only available from a single source; a public exigency or emergency exists; there is inadequate competition and the applicable pass through entity approves this method.

All solicitations:

1. Include clear and accurate description on the technical requirements for the material, product or service to be procured. This description sets forth the minimum and essential characteristics the material, product or service must meet.
2. Will not contain specifications that unduly restrict competition.
3. Identify all requirements offerors must fulfill and all other factors to be used in evaluating bids or proposals.
4. Solicitations for contracts that involve the purchase of food must include requirements to comply with the Buy American Provision, USDA Regulation (7 CFR Part 250 and 7 CFR Part 210. The vendor is required to utilize, to the maximum extent practicable, domestic commodities and products.

Contract Provisions:

For spending related to the child nutrition program funds, contracts shall require the following clauses: equal employment opportunity, termination for cause and convenience, Contract Work Hours/Safety Standards, Davis Bacon Act provisions, Rights to Interventions Made Under a Contract, Debarment and Suspension, and the Byrd Anti-Lobbying Amendment language. To the extent required by law, the School shall require that the person awarded a contract satisfy the bonding requirements set forth in the applicable regulations.

The District maintains records to verify selection of procurement type and compliance with applicable procurement requirements. Records will be maintained in accordance with the District's records retention policy.

(Approval date:)

NOTE: Most boards wish to review and give their official stamp of approval to procedural regulations involving purchasing, but a board would not be expected to develop such a regulation—only to review and approve it.

The Uniform Grant Guidance (Uniform Guidance) outlined in 2 CFR 200 outlines the requirements for purchases made through the use of federal funds. Districts should ensure district procedures for purchasing items with federal funds are in compliance with the Uniform Guidance requirements. Districts may customize this regulation to reflect district practice for purchases made with federal funds.