

Auburn Vocational School District BOARD OF EDUCATION

Minutes of February 1, 2022

The February 1, 2022 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

The following members were present:

Mrs. Brush Mr. Cahill Mr. Fazekas

Mr. Kent

Mr. Miller

Mr. Walter

Dr. Culotta

Miss Maruschak

Mrs. Rayburn Mr. Stefanko Mrs. Wheeler

Administrators: Brian Bontempo, Sherry Williamson and Jeff Slavkovsky

24-22 Approve Agenda

A motion was made by Mr. Kent seconded by Mrs. Brush to approve the February 1, 2022 agenda.

Roll Call:

Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

25-22 Approve Minutes of Organizational and Regular Meeting on January 13, 2022

A motion was made by Mr. Kent and seconded by Mr. Cahill to approve the minutes of the January 13, 2022 Regular and Organizational Board meeting.

Roll Call:

Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed

Public Participation - Al Adams from Leroy Twp. regarding the new enrollment process

Curriculum, Enrollment, and Retention Subcommittee

February 28, 2022 2:30 pm - 3:30 pm



Facilities Advisory Committee

February 24, 2022 2:30 pm - 3:30 pm

Render Financial Reports

ORC 3313.29-The treasurer shall render a statement to the board and to the superintendent of the school district, monthly, or more often if required, showing the revenues and receipts from whatever sources derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the assets and liabilities of the school district. The financial statements for the period ending December 31, 2021 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #8)

No Action Required.

26-22 Approve Donation

A motion was made by Mr. Kent and seconded by Mrs. Wheeler to approve the following donations:

Monetary Donation of \$125 donation from Concord Garden Club of Concord, Ohio. This donation will be put towards out Plant, Turf and Landscape Management program.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed

27-22 Human Resources

A motion was made by Mr. Miller and seconded by Mr. Fazekas to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplemental, Substitutes, Separations and Student Intern positions. (Attachment Item #10)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed



28-22 Approve Consent Agenda

A motion was made by Mr. Stefanko and seconded by Mr. Kent to approve items 12a -12d as a consent agenda.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

29-22 Contract/Affiliation Agreement

A motion was made by Mr. Kent and seconded by Mrs. Brush to approve the following contract and/or affiliation agreement:

a. Business Partnership Affiliation Agreements

Bud Industries, Inc.

Prosperity Human Resource Systems, Inc.

Lake County Dental

Signs-N-Stuff

Mayfield Smiles

b. Vendor Agreement

Agreement between Ohio Means Jobs - Cleveland-Cuyahoga County and Auburn Career Center from January 18, 2022 through June 30, 2022. (Attachment #12B)

c. College Credit Plus Partnership Agreement

Agreement between Lakeland Community College and Auburn Career Center from May 23, 2022 through May 23, 2023. (Attachment #12C)

d. College Credit Plus MOU

Agreement between Kent State University College and Auburn Vocational School District starting from July 1, 2022 through June 30, 2023. (Attachment #12D)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

30-22 Executive Session

A motion was made by Mrs. Wheeler and seconded by Mr. Stefanko to recess into executive session at 6:54 p.m. for the following purpose, in no particular order:

1.) Considering the employment, dismissal, and/or discipline of a public employee and/or the investigation of charges and/or complaints against a public employee.



- 2.) Conferencing with an attorney for the public body concerning disputes involving the public body that are the subject of pending and imminent court action
- 3.) To meet with public employees to consider their compensation and other terms and conditions of their employment and consider a grievance appeal of the Career & Technical Association regarding the same.

Upon conclusion of this executive session, the Board President shall gavel the Board back into open session at this location. All matters discussed in these executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent.

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

Return to public session at 8: 07 p.m.

31-22 Approve Denial of Grievance

A motion was made by Mr. Stefanko and seconded by Mr. Cahill to deny the following grievance:

To the extent it is applicable, Article IV, Section 4.8, Level I, provides that: "A grievant who claims a non-compliance with the Agreement, within fifteen (15) [working] days of alleged event, shall first discuss it with his or her immediate supervisor with the objective of resolving the matter." To the extent it is applicable, Article IV, Section 4.13 further provides that: "The number of days indicated in each step are working days and are considered the maximum." On October 28, 2021, the grievant conducted a Level I initial discussion with the immediate supervisor. Here, the alleged occurrence occurred on the first day of school for the 2020-2021 school year and 2021-2022 school year, which is more than fifteen (15) working days prior to the filing of the Level I grievance on October 28, 2021. The same is true of the grievances with respect to the following school years: 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2018-2019, and 2019-2020.

On October 29, 2021, the grievant filed a Level II grievance (Article IV, Section 4.9, Level II). On November 3, 2021, the immediate supervisor met with the grievant (Article IV, Section 4.9, Level II). On November 3, 2021, the immediate supervisor rendered a written decision denying the Level II grievance (Article IV, Section 4.9, Level II).



On November 9, 2021, the grievant filed a Level III grievance appeal (Article IV, Section 4.10, Level III). On December 8, 2021, the Superintendent met with the grievant (Article IV, Section 4.10, Level III). On December 30, 2021, the Superintendent rendered a written decision denying the Level III grievance Article IV, Section 4.10, Level III).

On January 4, 2022, the grievant filed a Level IV grievance appeal (Article IV, Section 4.11 Level IV). On February 1, 2022, the Board met with the grievant (Article IV, Section 4.11, Level IV). On this day, February_1, 2022, the Board timely renders the following written decision: The grievance appeal is **DENIED** for procedural, substantive, and equitable grounds (Article IV, Section 4.11, Level IV)

Roll Call:

Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

32-22 Adjourn

A motion was made by Mr. Cahill and seconded by Mr. Kent to adjourn the meeting at 8:13 p.m.

Roll Call:

Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Fazekas, Mr. Kent,

Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

Treasurer

Board President



Attachment Item #8

Render Financial Reports

Auburn Career Center Bank Reconciliation December 31, 2021 Dollar Bank - Main Depository \$ 7,432,312.39 Huntington \$ 40,728.89 \$ O/S checks - a/p (64,659.19)O/S checks - p/r \$ (483.00)Payroll Accum (O/S)-Checks NI (327.18)\$ Petty Cash \$ 400.00 Change Funds \$ 137.00 Net Operating Check + Cash 7,408,108.91 Health Care Deductible Pool - Dollar \$ 25,446.67 Flexible Spending Account - Dollar \$ 1,497.22 Star Ohio \$ 107,594.16 Net Available Cash 7,542,646.96 Investments: Wells Fargo Financial \$ 2,506,177.80 2,506,177.80 **Total Investments** \$ 10,048,824.76 Balance per bank \$ 10,048,919.02 Balance per books +/- FSA Monthly Deduction Adjustment \$ (94.26)

	nvestments Report	
Institut	on	Amount
Wells Fargo		\$ 2,506,177.80

\$

0.00

AUBURN VOCATIONAL SCHOOL DISTR Monthly Appropriation Summary Report

					C3/28/45/9	See		
	FYTD Appropriated	Prior Year I Encumbrance	FYID Expendable IYID	Expended	MTD Expended Encumbrance	Encumbrance	Unencumbered [FYID]	
Code 001 GENERAL								
Colo and Roun Returnement	\$ 9,397,492.05	\$ 95,884.88	\$ 9,493,376.93	\$ 4,193,158.89	\$ 720,591.95	\$ 845,915.50	\$ 4,454,302.54	
	\$ 758,196.05	\$ 0.00	\$ 758,196.05	\$ 65,684.08	\$ 0.00	\$ 0.00	\$ 692,511.97	
Code 004 BUILDING								
	\$ 198,294.38	\$ 1,148,291.48	\$ 1,346,585.86	\$ 865,438.71	\$ 0.00	\$ 434,164.77	\$ 46,982.38	
Gode OGG FOOD SERVICE	\$ 165,700.00	\$ 0.00	\$ 165,700.00	\$ 63,098.19	\$ 12,800.43	\$ 11,175.43	\$ 91,426.38	
Code 009 UNIFORM SCHOOL SUPPLIES								
Ode 011 ROTARY-SPECIAL SERVICES	\$ 25,200.32	\$ 0.00	\$ 25,200.32	\$ 7,497.61	\$ 0.00	\$ 113,28	\$ 17,589.43	
	\$ 12,660.02	\$ 0.00	\$ 12,660.02	\$ 1,835.26	\$ 113.57	\$ 898.88	\$ 9,925.88	
Code 012 ADULT EDUCATION								
	\$ 1,702,858.40	\$ 43,405.16	\$ 1,746,263.56	\$ 954,279.04	\$ 182,867.34	\$ 222,191.33	\$ 569,793.19	
	\$ 673.82	\$ 494.39	\$ 1,168.21	\$ 490.68	\$ 0.00	\$ 1,500.00	\$ (822.47)	
Code 018 PUBLIC SCHOOL SUPPORT				÷ 0	* n 011 n0	¢ 43 640 12	¢ 41 114 58	
Code 019 OTHER GRANT	\$ 93,127.70	\$ 1,040.00	\$ 34,107.70	£		1		
	\$ 59,059.62	\$ 13,700.00	\$ 72,759.62	\$ 0.00	\$ 0.00	\$ 16,700.00	\$ 56,059,62	
	\$ 14,709.97	\$ 2,600.00	\$ 17,309.97	\$ 1,500.00	\$ 0.00	\$ 1,100.00	\$ 14,709.97	
Code 024 EMPLOYEE BENEFITS SELF INS.								
	\$ 17,396.54	\$ 0.00	\$ 17,396.54	\$ 12,644.59	\$ 1,923.33	\$ 25,444.93	\$ (20,692.98)	
Code 070 CAPITAL PROJECTS	n n 0 0	÷ 11 262 80	* 16 700 01	* 28 726 64	* 0.00	\$ 51.724.89	\$ (63,661.52)	
Code 200 STUDENT MANAGED ACTIVITY	\$ 0,020.12	4 11,700.00	÷	1		4	,	
	\$ 79,447.86	\$ 60.00	\$ 79,507.86	\$ 13,080.00	\$ 2,238.63	\$ 20,977.86	\$ 45,450.00	
min J scarring DITP scautted Hebrits 765 eb07	\$ 0.00	\$ 10,880.00	\$ 10,880.00	\$ 0.00	\$ 0.00	\$ 10,880.00	\$ 0.00	
Code 501 ADULT BASIC EDUCATION								
	\$ 387,496.19	\$ 15,823.05	\$ 403,319.24	\$ 143,727.35	\$ 18,786.87	\$ 16,847.16	\$ 242,744.73	
Code 508 GOVERNOR'S EMERGENCY EDUCATION RELIEF FUND	TION RELIEF FUND							
	\$ 59,672.05	\$ 0.00	\$ 59,672.05	\$ 1,470.04	\$ 0.00	\$ 26,600.00	\$ 31,602.01	
Code 524 VOC ED: CARL D. PERKINS - 1984				227	÷ 14 006 46	¢ 240 004 42	¢ 78 978 09	
	\$ 512,132.91	\$ 123,136.39	\$ 635,269.30	\$ 315,436.79	\$ 14,086.46	\$ 240,904.42	\$ /8,928,09	

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AUBURN VOCATIONAL SCHOOL DISTR

Monthly Appropriation Summary Report

\$ 33,944.98 \$ 6,341,908.78	\$ 153,470.18 \$ 2,124,257.75	\$503,733.70 \$97,285.09 \$601,018.79 \$413,603.63 \$123,245.88 \$153,470.18 \$33,944.98 \$13,993,377.78 \$1,563,864.33 \$15,557,242.11 \$7,091,075.58 \$1,082,666.06 \$2,124,257.75 \$6,341,908.78	\$ 413,603.63 \$ 7,091,075.58 \$	\$ 601,018.79 \$ 15,557,242.11	\$ 97,285.09 \$ 1,563,864.33	\$ 503,733.70 \$ 13,993,377.78	Grand
						D. GRANT FUND	Code 599 MISCELLANEOUS FED. GRANT FUND
Unencumbered	Encombrance	MID Expended	EYID Expended	Prior Year — FYID Expendable — FYID Expended — MID Expended — Encumbrance — Encumbrance	Prior Year Encumbrance	FYID Prior Year Appropriated Facumbrance	

AUBURN VOCATIONAL SCHOOL DISTR Monthly Cash Summary Report

27,300.0	13,700.00	41,000.00	0.00	0.00	0.00	0.00	41,000.00	019-0000 SCHOLARSHIP
								Code 019 OTHER GRANT
\$ 41,114.5	\$ 43,649.12	\$ 84,763.70	\$ 9,404.08	\$ 6,011.60	\$ 56,600.00	\$ 0.00	\$ 37,567.78	
41,114.5	43,649.12	84,763.70	9,404.08	6,011.60	56,600.00	0.00	37,567.78	018-0000 PRINCIPAL FUND
								Code 018 PUBLIC SCHOOL SUPPORT
\$ (822.47	\$ 1,500.00	\$ 677.53	\$ 490.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,168.21	٠
(822.47	1,500.00	677.53	490.68	0.00	0.00	0.00	1,168.21	014-0000 Rotary - Sales Tax
								Code 014 ROTARY-INTERNAL SERVICES
\$ 105,224.3	\$ 222,191.33	\$ 327,415.65	\$ 954,279.04	\$ 182,867.34	\$ 902,355.17	\$ 163,519.70	\$ 379,339.52	
105,224.3	222,191.33	327,415.65	954,279.04	182,867.34	902,355.17	163,519.70	379,339.52	012-0000 ADULT EDUCATION
								Code 012 ADULT EDUCATION
\$ 9,925,8	\$ 898.88	\$ 10,824.76	\$ 1,835.26	\$ 113.57	\$ 8,436.91	\$ 1,858.91	\$ 4,223.11	
9,925.8	898.88	10,824.76	1,835.26	113.57	8,436.91	1,858.91	4,223.11	011-0000 CUSTOMER SERVICE
								Code 011 ROTARY-SPECIAL SERVICES
\$ 17,589.4	\$ 113.28	\$ 17,702.71	\$ 7,497.61	\$ 0.00	\$ 4,762.50	\$ 75.00	\$ 20,437.82	
17,589.4.	113.28	17,702.71	7,497.61	0.00	4,762.50	75.00	20,437.82	009-0000 UNIFORM SUPPLY
								Code 009 UNIFORM SCHOOL SUPPLIES
\$ 40,405.4	\$ 11,175.43	\$ 51,580.88	\$ 63,098.19	\$ 12,800.43	\$ 114,679.07	\$ 18,313.64	\$ 0.00	
40,405.4	11,175.43	51,580.88	63,098.19	12,800.43	114,679.07	18,313.64	0.00	006-0000 LUNCHROOM
								Code 006 FOOD SERVICE
\$ 46,982.31	\$ 434,164.77	\$ 481,147.15	\$ 865,438.71	\$ 0.00	\$ 60,000.00	\$ 9,166.66	\$ 1,286,585.86	16/1/20
0.0	434,164.77	434,164.77	765,126.71	0.00	0.00	0.00	1,199,291.48	
46,982.3	0.00	46,982.38	100,312.00	0.00	60,000.00	9,166.66	87,294.38	004-0000 CONSTRUCTION FUND
								Code 004 BUILDING
\$ (65,684.08	\$ 0.00	\$ (65,684.08)	\$ 65,684.08	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$1.3 Hillion Bond
(8,234.40	0.00	(8,234.40)	8,234.40	0.00	0.00	0.00	0.00	002-9221 Bond Retirement Fund
		(22,050:50)	22,393.93	0.00	0.00	0.00	0.00	002-9218 Bond Retirement Fund \$1.745 million Bond
/22 305 93	9	(20 205 02)) 			million Bond
(3,472.00	0.00	(3,472.00)	3,472.00	0.00	0.00	0.00	0.00	
(11,817.00	0.00	(11,817.00)	11,817.00	0.00	0.00	0.00	0.00	\$2.6 million Bond 002-9212 Bond Retirement Fund
(19,764.75	0.00	(19,764.75)	19,764.75	0.00	0.00	0.00	0.00	002-9211 Bond Retirement Fund
								Code 002 BOND RETTREMENT
\$ 8,230,490.4° \$ 8,230,490.4°	\$ 845,915.50	\$ 9,076,405.97 \$ 9,076,405.97	\$ 4,193,158.89 \$ 4,193,158.89	\$ 720,591.95 \$ 720,591.95	\$ 5,383,085.19 \$ 5,383,085.19	\$ 192,501.01 \$ 192,501.01	\$ 7,886,479.67 \$ 7,886,479.67	001-0000 GENERAL FUND
								Code 001 GENERAL
Balance	100			Section and Section 19	T. F. C. S. Wallenberg	NI D Reserved	Initial Cash	Full Description Account Code
Linencumbered	Engandrance 1	Find Balance	EVED Expended	3 1	= 1	= 1		

1 26 4

AUBURN VOCATIONAL SCHOOL DISTR Monthly Cash Summary Report

Full Description Initial Cash MTD Received FYTD Received MTD Expended FYTD Expended Fund Balance Account Code	R ROBOT DONATIONS \$6,759.62 \$0.00 \$0.00 \$0.00 \$0.00 9 LUBRIZOL FOUNDATION 25,000.00 0.00 0.00 0.00	GRANT \$ 72.759.62 \$ 0.00 \$ 0.00 \$ 0.00		0.00	DISTRICT CUSTODIAL 0.00 0.00 5,009.79 0.00 0.00	ABLE CONSORTIUM 4,491.34 0.00 0.00 0.00 0.00	SCHOLARSHIP FUNDS 7,266.67 0.00 0.00 0.00 1,500.00	\$12,377.23 \$0.00 \$5,009.79 \$0.00 \$1,500.00 \$		TTS 8,747.29 0.00 22,190.20 521.92 5,492.56		\$17,396.54 \$ 0.00 \$ 22,190.20 \$ 1,923.33 \$ 12,644.59	APITAL PROJECTS 16.790.01 0.00 72.555.62 0.00 28,726.64		\$ 16,790.01 \$ 0.00 \$ 72,555.62 \$ 0.00 \$ 28,726.64		0.00	200-902A Adv Manufacturing II 70.00 0.00 0.00 0.00 0.00 0.00 0.00	NETWORKING &	INT MULTIMEDIA II 0.00 1,3/3.00 1,3/3.00 0.00 0.00 0.00	ADULT 829.83 0.00 0.00 0.00 0.00	AUTO TECHNOLOGY I & II 2,197.73 50.00 125.00 322.23 9,997.34	0.00 0.00 1,400.00 1,400.00	200-924A WELDING II 439.04 0.00 0.00 0.00 0.00 439	MAINT & ENVIR 6,972.78 0.00 0.00 0.00 0.00	CY MEDICAL 563.75 0.00 0.00 0.00 0.00	200-9304 DECA 1,190.63 0.00 0.00 0.00 0.00 1,190		CULINARY ARTS I & II 193.74 242.00 898.71 0.00 266.26
INID Rece					5,0					22,1				1	\$ 72,5							10							
	\$ 0.00 0.00	0.00		0.00	09.79	0.00	0.00	09.79		190.20	0.00	90.20	555.62		55.62	3	0.00	0.00		0.00	0 0	230.40	0.00	0.00	0.00	0.00	0.00	898.71	000
_	\$ 0.00 0.00	\$ 0.00		0.00	0.00	0.00	0.00	\$ 0.00		521.92	1,401.41	\$ 1,923.33	0.00		\$ 0.00	2	0.00	99.95	3	0.00	0 00	322.23	1,400.00	0.00	0.00	0.00	0.00	0.00	
200	\$ 0.00 0.00	\$ 0.00		0.00	0.00	0.00	1,500.00	\$ 1,500.00		5,492.56	7,152.03	\$ 12,644.59	28,726.64		\$ 28,726.64	0	0 0	99.95	000	0.00	0 00	9,997.34	1,400.00	0.00	0.00	0.00	0.00	266.26	
100	\$ 6,759.62 25,000.00	\$ 72,759.62	}	619.22	5,009.79	4,491.34	5,/66.6/	\$ 10,687.02)	25,444.93	1,497.22	\$ 26,942.15	60,618.99	60 610	\$ 00,018.99	644 92	70 OC 22	622.05	1 375 00	829.83	2.322.73	38,730.62	754.12	439.04	6,972.78	563.75	1,190.63	826.19	660 00
20 1 Sec. 20	\$ 3,000.00 0.00	\$ 16,700.00))	0.00	0.00	10000	1,100.00	\$ 1,100.00		25,444.93	0.00	\$ 25,444.93	51,724.89	÷ 51 724 90	\$ 31,/44.09	0.00	0 00	0.00	0.00	300.00	0.00	18,896.69	0.00	0.00	0.00	0.00	512.00	605.00	2
Unencumbered Balance	\$ 3,759.6 25,000.0	\$ 56,059.6:	2	2.610	2,009.7 A 401 3.	4,491.0	\$ 14 787 O	\$ 17,707.0		0.0	1,497.2	\$ 1,497.2	8,894.1	¢ 8 804 1	4.500,0 6	644.9	70.0	622.0	1,375.0	529.8	2,322.7	19,833.9	754.1	439.0	6,9/2./	563.7	678.6	6690	

AUBURN VOCATIONAL SCHOOL DISTR Monthly Cash Summary Report

		Monthly	Monthly Cash Summary	nmary Keport)II			
Full Description Account	Initial Cash	MID Received	EVID Received	MTB Expended	DYTB Expended	Fund Balance	Encumbrance	Unencumbered Balance
PATHWAYS I & II						1	· > >	
200-950A S.A.D.D.	\$ 801.97	\$ 0.00	\$ 0.00	\$	\$ 0.00	\$ 801.97	\$ 0.00	1 725 4.
-	1,235.43	0.00	0.00	0.00	0.00	1,235.43	0.00	1,230.4.
200-985A AUTOMOTIVE COLLISION	640.30	0.00	0.00	221.78	221.78	418.52	356.53	61.9
	15.00	3.343.60	3,343.60	194.67	194.67	3,163.93	257.64	2,906.2
200-990A SKILLS USA 200-992A COSMETOLOGY #1 /	901.49	20.00	1,312.59	0.00	10.00	2,204.08	50.00	2,154.0
HOLLAND JR & SR 200-992B COSMETOLOGY #2 /	1,023.86	0.00	(1,023.86)	0.00	0,00	0.00	0.00	0.01
	264 70	0.00	0.00	0.00	0.00	264.70	0.00	264.7
200-995A FAILENI CANE TECHNICIAN JR & SR	BOH. 70) ;		8	11 57	0 00	11.5
200-996A ELECTRICAL	11.57	0.00	0.00	0.00	0.00	11.5/	0.00	
200-998A DISTRICTWIDE STUDENT	2,317.00	0.00	0.00	0.00	0.00	2,317.00	0.00	2,317.0
INVEL	\$ 61,687.42	\$ 14,365.00	\$ 17,820.44	\$ 2,238.63	\$ 13,080.00	\$ 66,427.86	\$ 20,977.86	\$ 45,450.00
151-0022 DATA COMMUNICATION	0.00	0.00	900.00	0.00	0.00	900.00	0.00	900.0
		*0.00	00 000	\$ 0.00	\$ 0.00	\$ 900.00	\$ 0.00	\$ 900.01
Code 467 Student Wellness and Success Fund								
467-9020 STUDENT WELLNESS	10,880.00	0.00	0.00	0.00	0.00	10,880.00	10,880.00	0.0
	\$ 10,880.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 10,880.00	\$ 10,880.00	\$ 0.0
Code 501 ADULT BASIC EDUCATION))		8	8	2
501-921A ABLE GRANT FY-2021	15,823.05	0.00	30,783.46		46,606.51	(40 954 36)	16.847.16	(57.801.52
501-922A ASPIRE - FY 22	0.00	0.00	56,166.48	\$ 18,786.87	\$ 143,727,35	\$ (40,954.36)	\$ 16,847.16	\$ (57,801.52
\$ 13,023.03 Code 508 GOVERNOR'S EMERGENCY EDUCATION RELIEF FUND	\$ 13,023.03 VIION RELIEF FUN	D \$ 0.00	\$ 00,020.02			4		
508-9021 GOVERNOR'S EMERGENCY EDUCATION RELIEF FUND	0.00	0.00	1,470.04	0.00	1,470.04	0.00	26,600.00	(26,600.00
	\$ 0.00	\$ 0.00	\$ 1,470.04	\$ 0.00	\$ 1,4/U.U+	* 0.00	4	
Code 524 VOC ED: CARL D. FERNING - 1904		•			227 406 27	000	0 00	0.0
524-921Q VEPD SECONDARY FY21	107,767.24	0.00	119,638.03		227,405.27	0.00	0.00	0.0
	15,369.15	0.00	15,347.43		38 487 72	(13.419.54)	240.025.66	(253,445.20
524-922Q VOC ED: CARL D. PERKINS - 1984	0.00	0.00	23,000.10	. ,		(0.506.04)	879 76	710 385 76
524-922R VOC ED: CARL D.	0.00	0.00	9,320.28	4,956.77	18,827.22	(9,506.94)	0/0./0	
	\$ 123,136.39	\$ 0.00	\$ 169,373.92	\$ 14,086.46	\$ 315,436.79	\$ (22,926.48)	\$ 240,904.42	\$ (263,830.90

AUBURN VOCATIONAL SCHOOL DISTR

Monthly Cash Summary Report

Grand Total		599-921C CARES ACT - FY21	599-920C CARES ACT	Code 599 MISCELLANEOUS FED. GRANT FUND	Full
		CT - FY21	CT	OUS FED. GRANT	Description
\$10,043,937.32 \$399,799.92 \$7,096,057.28 \$1,082,666.06 \$7,091,075.58 \$10,048,919.02 \$2,124,257.75 \$7,924,061.2	\$ 97,285.09	9,000.00	\$ 88,285.09	FUND	Initial Cash
\$ 399,799.92	\$ 0.00	0.00	\$ 0.00		MTD Received - FYTD Received - MTD Expended - FYTD Expended - Fund Balance - Encumbrance
\$ 7,096,057.28	\$ 189,868.49	16,315.31	\$ 173,553.18		INID Received
\$ 1,082,666.06	\$ 123,245.88	0.00	\$ 123,245.88		MID Expended
\$ 7,091,075.58	\$ 413,603.63	25,315.31	\$ 388,288.32		FYID Expended
\$ 10,048,919.02	\$ (126,450.05)	0.00	\$ 388,288.32 \$ (126,450.05)		Fund Balance
\$ 2,124,257.75	\$ 123,245.88 \$ 413,603.63 \$ (126,450.05) \$ 153,470.18 \$ (279,920.23)	0.00	\$ 153,470.18		333
\$ 7,924,661.2	\$ (279,920.23	0.0	\$ 153,470.18 \$ (279,920.23		Caencumbered Balance

		MODICALY	спеск эпш	шагу		
Reference Number	Check Number Type Default Payment Type	Date	Name	Vendor# Status	Reconcile Date Void Date	Amount
Туре:	ACCOUNTS_PAYABLE					
Default Payment	Check					
29183	55816 ACCOUNTS_PA Check	12/3/2021	SUSAN J LEFLER	11937 RECONCILED	12/10/2021	\$ 100.00
29232	55817 ACCOUNTS_PA Check	12/6/2021	EDUCATION WEEK	1025 RECONCILED	12/15/2021	44.00
29249	55818 ACCOUNTS PA Check YABLE	12/6/2021	KINZUA ENVIRONMENT	4035 RECONCILED	12/9/2021	388.32
29224	55819 ACCOUNTS_PA Check	12/6/2021	BEST TRUCK EQUIPMENT	13992 RECONCILED	12/10/2021	314.44
29189	55820 ACCOUNTS PA Check	12/6/2021	NEW DAIRY	42186 RECONCILED	12/10/2021	535.50
29240	55821 ACCOUNTS_PA Check YABLE	12/6/2021	BUNZL DISTRIBUTION MIDCENTRAL	7024 RECONCILED	12/13/2021	378.61
29195	55822 ACCOUNTS_PA Check YABLE	12/6/2021	PREMIER PAINT	1141 RECONCILED	12/10/2021	1,022.64
29206	55823 ACCOUNTS_PA Check YABLE	12/6/2021	CONCORD PANINI'S	41933 RECONCILED	12/13/2021	221.78
29191	55824 ACCOUNTS_PA Check YABLE	12/6/2021	PAINTERS SUPPLY	42143 RECONCILED	12/10/2021	794.32
29194	55825 ACCOUNTS_PA Check YABLE	12/6/2021	HCI/BUCKEYE EDUCATIONAL SYSTEMS	41917 RECONCILED	12/14/2021	69,550.00
29202	55826 ACCOUNTS_PA Check	12/6/2021	BENCO DENTAL CO	41892 RECONCILED	12/10/2021	761.69
29211	55827 ACCOUNTS_PA Check YABLE	12/6/2021	PENN CARE	8957 RECONCILED	12/9/2021	945.00
29239	55828 ACCOUNTS_PA Check YABLE	12/6/2021	CINTAS CORPORATION	532 RECONCILED	12/13/2021	97.52
29236	55829 ACCOUNTS_PA Check YABLE	12/6/2021	PLATTENBURG AND ASSOC., INC	40994 RECONCILED	12/22/2021	4,900.00
29185	55830 ACCOUNTS_PA Check YABLE	12/6/2021	TOTAL QUALITY TESTING INC	40323 RECONCILED	12/13/2021	294.04
29217	55831 ACCOUNTS_PA Check YABLE	12/6/2021	LORAIN CTY COMMUNITY	13647 RECONCILED	12/13/2021	258.50
29205	55832 ACCOUNTS_PA Check YABLE	12/6/2021	NORTH COAST PERENNIALS	7885 RECONCILED	12/10/2021	207.90
29200	55833 ACCOUNTS_PA Check	12/6/2021	ELECTRONIX EXPRESS	7251 RECONCILED	12/14/2021	446.10
29235	55834 ACCOUNTS_PA Check YABLE	12/6/2021	PRECIOUS CARGO	13744 RECONCILED	12/21/2021	3,105.00

	1,001.00	1 501 60	4 500 00	931.00	326.25	54.48	410.00	1,400.00	77.19	134.20	1,895.80	60.00	35,334.50	15,181.05	5,565.68	2,470.04	2,643.73	1,026.62	1,564.31	1,190.04	\$ 549.94		Amount
	12/14/2021	12/15/2021	12/15/2021	12/13/2021	12/20/2021	12/13/2021	12/15/2021	12/9/2021	12/23/2021	12/13/2021	12/13/2021	12/9/2021	12/9/2021	12/13/2021	12/10/2021	12/9/2021	12/13/2021	12/10/2021	12/9/2021	12/13/2021	12/17/2021	Selle Vente Delle	Vallende
	41612 RECONCILED	41766 RECONCILED	675 RECONCILED	1679 RECONCILED	7944 RECONCILED	7447 RECONCILED	11290 RECONCILED	42382 RECONCILED	13042 RECONCILED	41745 RECONCILED	4003 RECONCILED	41927 RECONCILED	925 RECONCILED	41355 RECONCILED	40915 RECONCILED	8412 RECONCILED	8479 RECONCILED	41457 RECONCILED	984 RECONCILED	40883 RECONCILED	7053 RECONCILED	Vendor# Status	ı, y
,	CONSOLIDATE D FLEET SERVICES	EMS LINQ INC	SKILLS USA OHIO			DISCOUNT SCHOOL SUPPLY	ROLL OFF INC.	LAKE - GEAUGA HABITAT FOR HIJMANITY	TIME WARNER CABLE -	VERIZON	DOMINION ENERGY OHIO	DONALD	ILLUMINATING COMPANY	AGM ENERGY SERVICES LLC	AMERICAN EXPRESS	SYSCO FOOD SERVICES OF	GORDON FOOD SERVICE	ELBER SUPPLY	LINCOLN ELECTRIC CO.	WITMER PUBLIC SAFETY GROUP INC	JOHN D. PREUER & ASSOCIATES	Name	цу спеск зашша
	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	12/6/2021	Default Payment Date Type	Monthia
	55855 ACCOUNTS_PA Check YABLE	55854 ACCOUNTS_PA Check YABLE	55853 ACCOUNTS_PA Check YABLE	55852 ACCOUNTS_PA Check YABLE	55851 ACCOUNTS_PA Check YABLE	55850 ACCOUNTS_PA Check YABLE	55849 ACCOUNTS_PA Check	55848 ACCOUNTS_PA Check YABLE	55847 ACCOUNTS PA Check YABLE	55846 ACCOUNTS PA Check	55845 ACCOUNTS PA Check	55844 ACCOUNTS PA Check	55843 ACCOUNTS PA Check	55842 ACCOUNTS PA Check	55841 ACCOUNTS PA Check	55840 ACCOUNTS PA Check	55839 ACCOUNTS PA Check	55838 ACCOUNTS PA Check	55837 ACCOUNTS_PA Check	55836 ACCOUNTS_PA Check YABLE	55835 ACCOUNTS_PA Check YABLE	Check Number Type Default	
	29215	29220	29229	29227	29210	29221	29226	29247	29243	29198	29222	29231	29218	29237	29216	29213	29192	29244	29204	29187	29245	Reference Number	

	29184 55876 ACCOUNTS_PA Check 12/6/2021 R YABLE C	29214 55875 ACCOUNTS_PA Check 12/6/2021 PO	JNTS_PA Check 12/6/2021 1	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	29223 55871 ACCOUNTS_PA Check 12/6/2021 FI YABLE PI	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	29197 55867 ACCOUNTS_PA Check 12/6/2021 EI YABLE	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	29186 55863 ACCOUNTS_PA Check 12/6/2021 AI	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	29188 55860 ACCOUNTS_PA Check 12/6/2021 H	JNTS_PA Check 12/6/2021	JNTS_PA Check 12/6/2021	29201 55857 ACCOUNTS_PA Check 12/6/2021 LI	29233 55856 ACCOUNTS_PA Check 12/6/2021 G YABLE PI	
LIMITED POCKET NURSE ENTERPRISES, INC, INC R.E. MICHEL COMPANY INC	LIMITED POCKET NURSE ENTERPRISES, INC, INC	0	VIVIANI FAMILY	JOHNSTONE SUPPLY	MICRO CENTER	FUTURE IMAGE 4 PROMOTIONS	ESC OF THE WESTERN RESERVE	FA SOLUTIONS	EQUIPARTS CORP	EXSCAPE DESIGNS, LLC	CHANEY ELECTRONICS INC	NCS PEARSON, 1	·			DIRECT 40250 RECONCILED		EASY GRAPHICS CORP.	GRG TRUCKING 1 CO. INC.		GOODHEART- WILLCOX PUBLISHER	
	12295 RECONCILED 12/7/2021	10331 RECONCILED 12/7/2021									1017 RECONCILED 12/7/2021		ONCILED 12/7/2021	ONCILED 12/7/2021	ONCILED 12/7/2021		ONCILED 12/13/2021	1139 RECONCILED 12/9/2021		ONCILED 12/14/2021	370 RECONCILED 12/20/2021	
	021 496.48		2			ļ.								44		ii.	4			ω	€	

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Reference Check Number Type Default Payment Date Name Vendor# Status Reconcile Date Void Date Amout Number
) III

	150.00	7,145.55	339.32	1,184.22	1,958.68	01.50	32,500.00	120.00	5,116.21	932.50	2,750.00	188.25	195.09	1,456.88	870.88	2,000.00	2,000.00	1,500.00	2,500.00	600.00	2,138.80	\$ 500.00	Amount	
	12/27/2021		12/27/2021	12/28/2021	12/28/2021	12/29/2021		12/29/2021	12/28/2021	12/31/2021		12/27/2021	12/30/2021	12/29/2021	12/29/2021	12/13/2021	12/9/2021	12/13/2021	12/13/2021	12/13/2021	12/13/2021	12/15/2021	Reconcile Date Void Date	The second secon
	10578 RECONCILED	12253 OUTSTANDING	11038 RECONCILED	1435 RECONCILED	8479 RECONCILED	10610 RECONCILED	42335 OUTSTANDING	41927 RECONCILED	40583 RECONCILED	215 RECONCILED	11365 OUTSTANDING	42186 RECONCILED	41770 RECONCILED	171 RECONCILED	11556 RECONCILED	42278 RECONCILED	41915 RECONCILED	42399 RECONCILED	42339 RECONCILED	42398 RECONCILED	42397 RECONCILED	42396 RECONCILED	Vendor# Status	
A of O	CHA			21 LAKE COUNTY DEPARTMENT		21 FIRST COMMUNICATI ONS LLC	·		,		•	21 NEW DAIRY OPCO,	21 AT&T						DENNIS DISTELRATH			HEATHER	Name	
	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/22/2021	12/8/2021	12/8/2021	12/8/2021	12/8/2021	12/8/2021	12/8/2021	12/8/2021	Default Payment Date Type	
	55927 ACCOUNTS_PA Check YABLE	55926 ACCOUNTS_PA Check YABLE	55925 ACCOUNTS_PA Check YABLE	55924 ACCOUNTS_PA Check YABLE	55923 ACCOUNTS_PA Check YABLE	55922 ACCOUNTS_PA Check YABLE	55921 ACCOUNTS PA Check YABLE	55920 ACCOUNTS_PA Check	55919 ACCOUNTS_PA Check YABLE	55918 ACCOUNTS PA Check	55917 ACCOUNTS_PA Check	55916 ACCOUNTS_PA Check	55915 ACCOUNTS_PA Check	55914 ACCOUNTS_PA Check	55913 ACCOUNTS_PA Check YABLE	55906 ACCOUNTS_PA Check YABLE	55905 ACCOUNTS_PA Check YABLE	55904 ACCOUNTS PA Check	55903 ACCOUNTS PA Check	55902 ACCOUNTS PA Check	55901 ACCOUNTS_PA Check	55900 ACCOUNTS PA Check	Check Number Type Delaul	
	29298	29328	29300	29294	29309	29303	29307	29305	29312	29311	29296	29322	29330	29313	29318	29264	29258	29266	29253	29260	29271	29257	Reference Number	

29304 55949 ACCOUNTS_PA Check 12/22/2021 LISA KERMODE YABLE	JNTS_PA Check 12/22/2021	JNTS_PA Check 12/22/2021	29317 55946 ACCOUNTS_PA Check 12/22/2021 DAWN VARIE BUBONIC	JNTS_PA Check 12/22/2021	29299 55944 ACCOUNTS_PA Check 12/22/2021 SHELBY YABLE KAMINSKI	JNTS_PA Check 12/22/2021	JNTS_PA Check 12/22/2021	29297 55941 ACCOUNTS_PA Check 12/22/2021 OHIO SCHOOLS YABLE COUNCIL	29315 55940 ACCOUNTS_PA Check 12/22/2021 SHETLER OFFICE SOLUTIONS	29310 55939 ACCOUNTS_PA Check 12/22/2021 FA SOLUTIONS LLC	29325 55938 ACCOUNTS_PA Check 12/22/2021 OHIO SCHOOL BOARD YABLE ASSOCIATION	29329 55937 ACCOUNTS_PA Check 12/22/2021 FIRE-SAFETY SERVICE, INC.	29308 55936 ACCOUNTS_PA Check 12/22/2021 SIGNS & STUFF YABLE	29326 55935 ACCOUNTS_PA Check 12/22/2021 SUSAN J YABLE LEFLER	29319 55934 ACCOUNTS_PA Check 12/22/2021 SPRINT YABLE	JNTS_PA Check 12/22/2021	29323 55932 ACCOUNTS_PA Check 12/22/2021 OHIO DEPT OF AGRICULTURE	JNTS_PA Check 12/22/2021	29302 55930 ACCOUNTS_PA Check 12/22/2021 21C ADVERTISING	29324 55929 ACCOUNTS_PA Check 12/22/2021 PLATTENBURG AND ASSOC., INC.	29321 55928 ACCOUNTS_PA Check 12/22/2021 WEX BANK	Reference Check Number Type Default Payment Date Name Number	монту спесь заши
40654 OUTSTANDING	42337 RECONCILED 12/23/2021	41578 RECONCILED 12/23/2021	12967 RECONCILED 12/23/2021	41898 RECONCILED				812 RECONCILED	41656 RECONCILED 12/23/2021				10359 RECONCILED	១	41733 RECONCILED 12/29/2021				414 RECONCILED 12/28/2021	40994 RECONCILED 12/28/2021	41338 RECONCILED 12/30/2021	Vendor# Status Reconcile Date Void Date	y y
100.10	35.30	12.70	19.60	61.55	100.58	8,615.10	116.59	3,673.00	293.74	2,007.70	310.00	19,500.00	1,250.00	39.30	335.22	/1Z.35	111.00	1,295.00	43.15	4,050.00	\$ 267.67	Amount	

AUBURN VOCATIONAL SCHOOL DISTR

Monthly Check Summary

7,681.55	12/25/2021	7727 RECONCILED	SCHOOL EMPLOYEES RETIRE-	12/24/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29290
3,625.04	12/25/2021	900663 RECONCILED	BANK ONE/MEMO/ME	12/24/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29292
3,904.59	12/11/2021	900663 RECONCILED	BANK ONE/MEMO/ME DICARE	12/10/2021	PA Electronic	0 ACCOUNTS YABLE	29277
1,472.17	12/18/2021	900926 RECONCILED	SERS	12/17/2021	PA Electronic	0 ACCOUNTS_PA	29336
27,232.15	12/11/2021	480 RECONCILED	STATE TEACHERS RETIREMNT	12/10/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29276
1,156.64	12/11/2021	900926 RECONCILED	SERS	12/3/2021	PA Electronic	0 ACCOUNTS_PA	29279
1,037.50	12/25/2021	900950 RECONCILED	Workers Comp	12/24/2021	PA Electronic	0 ACCOUNTS_PA	29291
7,838.17	12/11/2021	7727 RECONCILED	SCHOOL EMPLOYEES RETIRE-	12/10/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29278
1,137.99	12/11/2021	900950 RECONCILED	Workers Comp	12/10/2021	PA Electronic	0 ACCOUNTS_PA	29275
106,549.47	12/11/2021	999998 RECONCILED	LAKE COUNTY SCHOOLS COUNCIL	12/10/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29286
23.25	12/25/2021	900693 RECONCILED	BANK ONE/MEMO/FIC	12/24/2021	PA Electronic	0 ACCOUNTS_PA YABLE	29293
1,543.45	12/31/2021	900926 RECONCILED	SERS	12/31/2021	PA Electronic	0 ACCOUNTS_PA	29338
521.92	12/31/2021	999994 RECONCILED	MEDICAL MUTUAL OF	12/28/2021	PA Electronic	0 ACCOUNTS_PA YABLE	Type: 29337
						Electronic	Default Payment
\$ 425,798.76	ı		INC			IABLE	
5,581.79	12/30/2021	40813 RECONCILED	O'REILLY AUTOMOTIVE	12/29/2021	PA Check	55954 ACCOUNTS_PA	29333
6,309.00		40915 OUTSTANDING	AMERICAN	12/29/2021	PA Check	55953 ACCOUNTS_PA	29335
5,561.95	12/29/2021	41906 RECONCILED	CREDIT CARD	12/29/2021	PA Check	STNI	29334
5,453.00	12/24/2021	10092 RECONCILED	HUNTINGTON	12/22/2021	PA Check	55951 ACCOUNTS_PA YABLE	29331
\$ 1,136.79	12/23/2021	8469 RECONCILED	SAM'S CLUB	12/22/2021	PA Check	55950 ACCOUNTS_PA	29332
Amount	Reconcile Date - Void Date	Vendor# Status	Name	nent Date	Default Payment Type	Check Number Type	Reference Number
		шалу	у спеск эшшш	Monthly			

AUBURN VOCATIONAL SCHOOL DISTR

Monthly Check Summary

\$ 1,100,000.01	¥						Grand Total
\$ 483,409.17 \$ 483,409.17			SCHOOL DISTR				
230,544.88	12/25/2021	RECONCILED	SCHOOL DISTR AUBURN VOCATIONAL	12/24/2021		0 PAYROLL	29288
252,864.29	12/11/2021	RECONCILED	AUBURN	12/10/2021		0 PAYROLL	1 y pe: 29274
						PAYROLL	Type: Default Payment
\$ 5,094.19 \$ 5,094.19			TATA COLO				
747.19	12/14/2021 12/13/2021	42386 RECONCILED 42268 RECONCILED	JOE PAGANO MARIA	12/10/2021 12/10/2021	Check Check	55911 REFUND 55912 REFUND	29284 29285
2,095.00	12/14/2021	42375 RECONCILED	GEAUGA INC MICHAEL KNACK	12/10/2021	Check	55910 REFUND	29283
19.00	12/15/2021	42403 RECONCILED 42377 OUTSTANDING 42380 OUTSTANDING	MARCIO CRUZ CHIP GORDON KIWANIS CLUB OF EAST	12/10/2021 12/10/2021 12/10/2021	Check Check Check	55907 REFUND 55908 REFUND 55909 REFUND	29280 29281 29282 29282
411						REFUND Check	Type: Default Payment Type:
\$ 192,500.89 \$ 618,299.65	11			12/10/20	YABLE	YABLE	29287
100.00	12/11/2021		TEACHERS RETIREMNT EI EY SAVE	12/24/2021	O ACCOUNTS_PA Electronic YABLE O ACCOUNTS DA Electronic	0 ACCOUNTS	29289
\$ 28.677.00	12/25/2021	ASO BECONCIL ED	Control		14 14		Number
Amount	Reconcile Date Void Date	Vendor # Status	Name	nent Date	Defau	Check Number Type	Reference

Grand Total

	\$ 1,155,000		\$ 1,155,000	L	\$ 1,155,000		\$ 1,055,000	855,000		855,000 \$		\$	AWE Long Term Loan Balance Owed to Gen Func
	\$ -				\$ 114,000		\$ 100,000	200,000		10			FITD Advances Returner
(42,428)		(42,288)		56,977		63,976		206,436		(51,924)		\$ 1,899,691	All Adult Workforce
(156,167)		(16/,859)		(171,870)		(129,047)		(243,422)		(150,003)			Frant Office Over/Under
\$ 565,939	\$ 268,002	4	\$ 257,155	-	\$ 376,031	Η.	\$ 336,718	\$ 486,554	243,133	322,825 \$	172,822 \$	\$ 240,000 \$	Total
\$ 10,525				_		\$ 105,579			-	100,425	_		Miscellaneous
\$		\$ 350		\$ 11,854		\$ 18,408		\$ 8,854		12,081	v v		Supplies
										44,783	· 50		Services
								188,810					Salaries/Benefits
5	\$ 268,002	1	\$ 257,155	5	\$ 376,031	Ş	\$ 336,718	- CAP	243,133	\$	172,822	\$ 240,000 \$	Revenue
m Š	FY17 Rev	Fyn	FY18	ř.	FY19 Rev	F.	FY20		FY21		FY21	Receivable FY22	Front Office
			4										
(113,542)		(546)		12,398		6,308		22,449		-			ARLE Profit / Loss
\$ 186,487	\$ 72,945	\$ 98,433	\$ 97,887	\$ 84,232	\$ 96,630	\$ 74,782	\$ 81,090	\$ 67,226	89,675	45,464 S	62.189 \$	\$ 146,442 \$	Total
\$ 36,794	\$ 54,538	\$ 61,591	\$ 73,860	\$ 53,793	\$ 73,556	\$ 56,818	\$ 63,651	\$ 58,886	81,538	42,212 \$	57,954 \$	\$ 137,092 \$	One Stop
								1,350	1,350	_			Resale
Ε.	_			20,565			9,938	275	, ;				Lifetime Learning/GED
\$ 7,821	7,336	10,057	8,122	\$ 9,873	10,047	6,942	\$ 7.501	\$ 6.715	6.788	1.252	4.236	\$ 7,000 \$	Assessment
150,695		126,11/		216,449		186,715		427,409		81,354			Program Profit/Loss
\$ 907,895	\$ 1,276,946	┿	\$ 1,067,179	+	\$ 1,190,891	-	\$ 1,001,588	-	\$ 1,464,952	-	667,343 \$	\$ 1,513,249 \$	Total
\$		-		\$,		,	\vdash		-	7,226 \$		Dental Assistant
\$	•	•		(5	\$ ·	8,687	\$ 20,132			1,671 \$	5,720 \$		STNA
		,		•	·	,	· ·	\$ 65.641	144.632	4.545 5	87.778	\$ 000.05	CERUMED PRODUCTION FECTS.
				, ,		¢ 2,433	4,800	(13)33	4 004	22 627	51 040 5		TIG Welding
000	\$ 323	n «n		• •	· ν			\$ (1.00)		1	,	,	Truck Driving Training
\$ 98,973	\$ 97,123	\$ 111,399	\$ 94,752	\$ 155,498	\$ 152,511	\$ 110,875	\$ 83,202	\$ 122,666	144,914	155,688 \$	84,934 \$		Firefigher I
\$ 106,090	\$ 98,230	\$ 62,110	-		\$ 90,680	\$ 28,379	\$ 116,325	\$ 48,564	107,055	20,692 \$	36,572 \$		Gas Metal Arc Welding
\$ 30,438	\$ 124,560	\$ 37,219			\$ 79,849	25,		\$ 37,274	94,802	19,768	54,799 \$	\$ 73,466 \$	Manufacturing Capstone (Machine Trades)
\$ 33,240	\$ 55.734	\$ 35.626	\$ 42,769	\$ 2,640	\$ 2,728	\$ 3,427	\$ 2,565		281			n 40	Manufacturing Operations (Indust Maint)
	_	1,812			\$ 54,633			\$ 27,591	38,422	11,658 \$	37,468 \$	\$ 63,042 \$	DC and AC Electronic Circuits (Electrical)
4	80,790	37,721			\$ 38,415	\$ 1,873	\$ 1,273		654	1,686 \$	2,008 \$		Ground Transportation Maintenance (Auto Tech)
\$ 67,147	\$ 190,340	43,643	83,766	82,073	155,940	74,138	\$ 171,854	\$ 90,485	152,447	31,323 \$	101,406 \$		HVAC Refrigeration
· ·	•	**	,	\$ 2,851	3,824	1		\$ 8,219	42,130	13,343	17,000 \$	5 73,020 S	Customized Machinine - D.I.T
2			- 4		, ,			\$ \$1923	59.262	11 363	14,000 \$		Customized Telecommunicator
\$ 3,589	501,0	\$ (2,4U3) (\$ 3,505	08,/8	3,727	\$ 7,906	\$ 10,644	100	10,125 \$	15,246 \$	\$ 2,000 \$	Adult Education (Hrly Programs)
		,	,					-					EMS Conracted Education
\$ 114,346	\$ 133,228	\$ 105,580	\$ 148,434	\$ 111,420	\$ 139,184	\$ 175,630	\$ 152,100	\$ 218,159	224,297	100,800 \$	93,237 \$	\$ 237,660 \$	EMT Paramedic
\$ 63,453	\$ 44,501	\$ 67,821	\$ 32,113	\$ 66,473	\$ 41,562	\$ 49,138	\$ 38,603	\$ 78,269	111,177	51,596 \$	40,382 \$	\$ 91,334 \$	EMT Basic
\$ 296,180	\$ 388,306	\$ 399,148	\$ 406,184	\$ 375,330	\$ 415,880	\$ 308,720	220	\$ 255,529	311,228	119,100 \$	17,612 \$	\$ 334,370 \$	Patient Centered Care (Nursing)
£xp	Rev	Exp	Rev	Ехр	Rev	Exp	Rev	Ехр	Rev	Ехр	Rev		Programs
	FY17		EY18		FY19		FY20		FY21		FY22	Receivable FY22	
							oly kepoil	Addit Workforce Education Program Budget History Report Prepared: December 31, 2021	Prepared: December 31, 2021	Prepar	Addit Wi		
								Center	Auburn Career Center	Aub			
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Auburn Career Center

Monthly History Comparison-General Fund December 31, 2021

)ece	December 31, 2021	1505									
		Monthly (Monthly Comparison	7	16.75	7		Year Che	,		nnua	Annual Comparison			Pm	nin 7077 I	500 Rudaet Expended
		1760	Dec Filzo		1766 1. 1771	1	Dec P 122	Sylvental Para	ž	mar Ewen	,	Actual For 1	100	Total Control	No.		Excluding and a state of the state of
Revenue	j							v. 5					'		(·)	(-) Good	
Real Estate		- 69	2,778,673		2,818,651		2,964,245		69	6,057,261	÷	6,2/9,20/	÷	6,2/2,585	و ما	3,308,340	4/%
Tangible Personal (PU)		₩.	166,589	∽	170,598	69	177,761		€ 9	356,021	69	368,468	₩	378,492	€	200,731	4/%
Foundation		60	1,149,873	₩	1,096,950	69	1,147,545		(ys	2,240,061	⇔	2,230,339	↔	2,327,520	\$,179,975	49%
Homeslead & Rollback		⇔	427,173	₩	428,063	છ	447,300		(,9	847,989	₩.	868,255	↔	878,439	↔	431,139	51%
()ther		\$	380,785	₩	166,877	₩	400,117		₩	616,144	69	468,247	∻	567,334	⇔	167,217	71%
	Subtotal	-	4,903,093	⇔	4,681,139	\$	5,136,968		\$	10,117,477	\$ 1	10,214,516	⊹ >	0,424,370	ça Çn	5,287,402	49%
															Ē	(E) Coord	
Salaries		€ 9	2,086,477	€9	1,975,322	69	1,991,195	-2.3%	₩	4,114,072	() 9	3,894,760	↔	4,121,674	\$ 2	2,130,479	48%
Benefits		\$ 9	967,385		889,732	₩	856,278	-5.9%	6 4>	1,877,308	↔	1,763,190	€9	1,996,405	\$,140,127	43%
Purchased Services		69	913,077	₩	626,805	₩	653,956	-13.5%	6 9	1,507,668	69	1,350,495	60	1,391,010	€	737,054	47%
Supplies		₩	361,641	€9	357,290	4	315,682	-6.4%	69	558,910	69	566,140	69	641,437	₩	325,755	49%
Capital Outlay/Equipment		⇔	281,271	₩	299,358	₩	152,419	-21.3%	69	327,649	69	206,831	∽	200,000	₩.	47,581	76%
Other		₩.	63,115	⊹∽	53,067	69	54,769		₩	137,985	69	131,774	↔	135,727	₩	80,958	40%
S	Subtotal	-56	4,672,966	\$	4,201,575	€9	4,024,298		₩	8,523,592	49	7,913,190	₩	8,486,253	4	4,461,955	47%
Revenue/Expense		₩.	230,127		\$479,564	₩.	1,112,671		\$	1,593,885	49	\$2,301,326	∳	1,938,117			
(Operating Balance)																	
Other Uses		^	50.418	•	221 265	- ^-	246 117		≤^	56.816	6 9	230.637	64	255.965			
Advances Out		69	,	€9		₩	ı		↔	227,074	⊹		69	42,000			
Transfers		S	789.656	÷	100,221	8	168,861		69	1,422,160	₩,	864,223	65	1.015.936			
Su	Subtotal	₩	(739,238) \$	(A)	121,043	₩,	77,255		\$	(1,592,418) \$	49	(890,370) \$	₩	(801,971)			
Beginning Cash		Un	6,498,166	69	7,547,762	\$	9,604,497		69	7,687,177	69	9,021,876	₩.	7,886,480			
Ending Cash		ક્ક		€9	7,076,130	₩.	9,076,406		€9	6,475,523	69	7,886,480	₩	9,022,626			
Encumbrances		⇔	974,998	↔	948,887	₩	845,916		6 ^	251,671	₩	95,885					
This is an unaudited financial report.	l			1		1			-		ſ						
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Attachment Item #10

Human Resources



Human Resources

February 1, 2022

Adult Workforce Education

2021-2022

Employee Name	Title	Hourly Amount
Joseph Christopher	Machining/CNC Instructor	\$30.00

Extended Days

2021-2022

Employee Name	Title	Days	Reason
David Richards	Plant, Turf & Landscape Mangement Instructor	Up to 6 days	Great Lakes Mall – Bunny Display, Spring Plant Sale and Poinsetta Preparation

Resigned

2021-2022

Employee Name	Title	Effective Date
Mark Matsko	HVAC Instructor - Adult	January 24, 2022

Increase Salary Step

2021-2022

(Per CATA Agreement 18.1.2.2)

Employee Name	Title	Step	Column	Amount
Angela Eckman	Dental Assistant Instructor	6	3	\$54,296.00
Jared Rogge	Welding Instructor	9	4	\$62,863.00
Justin Bruno	Autmotive Collision Instructor	9	4	\$62,863.00

Out of State Professional Development Travel

Employee Name	Program	Location	Purpose of Travel	Date(s) of Travel
Joe Cooper	Paramedic Instructor	Louisville, KY	Accredicon	June 2, 2022 thru June 5,
			Conference	2022
Sean Davis	Director of Public	Louisville, KY	Accredicon	June 2, 2022 thru June 5,
	Safety		Conference	2022



Attachment Item #12B

Consent Agenda: Vendor Agreement

OhioMeansJobs|Cleveland-Cuyahoga County VENDOR AGREEMENT

THIS AGREEMENT; made and entered into this 18th day of January, 2022, between the County of Cuyahoga, Ohio, on behalf of the City of Cleveland/Cuyahoga County Department of Workforce Development and OhioMeansJobs|Cleveland-Cuyahoga County (hereinafter, all of these entities are referred to as the "OMJ|CC"), and <u>Auburn Career Center</u> a governmental entity, with principal offices located at <u>8221 Auburn Road, Concord Township, OH 44077</u>, (hereinafter referred to as the "CONTRACTOR"); is to provide occupational skills training services.

WITNESSETH:

WHEREAS, the City of Cleveland and Cuyahoga County, have determined and formed a Local Service Area (LSA) and appointed members to a Workforce Development Board (WDB) for the purpose of conducting programs and providing services under WIOA; and

WHEREAS, the Ohio Department of Job and Family Services (ODJFS) has officially certified the Cleveland-Cuyahoga County Workforce Development Board for Local Service Area #3 effective July 1, 2014; and

WHEREAS, the OMJ|CC is desirous of having the CONTRACTOR provide various employment and training services under this Agreement, and the CONTRACTOR is willing to provide such services.

WHEREAS, the purpose of this agreement is to establish the enrollment process and tuition and fees payment procedure for training courses offered by the CONTRACTOR after appropriate referral by authorized staff from OhioMeansJobs|Cleveland-Cuyahoga County Career Centers. Appropriate referral will be an Individual Training Agreement (ITA) from the City of Cleveland/Cuyahoga County Department of Workforce Development. It is expressly understood by both parties that the OhioMeansJobs|Cleveland-Cuyahoga County Career Centers may make referrals of potential participants only to training vendors that at the time of referral appear on the State of Ohio List of Workforce Inventory of Education and Training (WIET) Providers under the Workforce Innovation and Opportunity Act (WIOA) and/or on a list of vendors approved by the City of Cleveland/Cuyahoga Workforce Development Board (CCCWDB) and maintained by the OMJICC.

NOW, THEREFORE, IT IS AGREED TO, by and between the parties hereto as follows:

TERMS AND CONDITIONS

Section 1: SCOPE OF SERVICE

The CONTRACTOR agrees to deliver occupational skills training and training-related job placement to eligible Workforce Innovation and Opportunity Act (WIOA) participants based on the acceptance of an approved Individual Training Account (ITA) Agreement. The training is limited to those occupational skills courses and programs approved by the CCWDB.

OhioMeansJobs|Cleveland-Cuyahoga County Career Center staff and the OMJ|CC will provide the following:

- A. Assurance that all participants referred to the Contractor with an ITA have been appropriately processed by the OhioMeansJobs|Cleveland-Cuyahoga County Career Centers, using forms and procedures specified in the standards and guidelines maintained by the OMJ|CC.
- B. Assistance to the Contractor by providing case management up to, and including participant's job search and the Contractor's job placement efforts. As part of the case management process, OhioMeansJobs|Cleveland-Cuyahoga County Career Centers will inform each eligible participant that the participant is required to notify appropriate OhioMeansJobs|Cleveland-Cuyahoga County Career Centers staff upon award of any grants, entitlements, or scholarships.

The **CONTRACTOR** will provide the following services:

- A. Determine the participant's ability to be enrolled in relation to the minimum qualifications as set forth by CCCWDB approved training courses. The Contractor shall refer all participants not accepted by the Contractor back to OhioMeansJobs|Cleveland-Cuyahoga County Career Centers along with the reason(s) for rejection. The Contractor is under no obligation to accept and/or enroll referred participants.
- B. Inform each eligible participant that the participant is required by the OhioMeansJobs|Cleveland-Cuyahoga County Career Centers to notify appropriate OMJ|CC Career Centers staff upon award of all grants, entitlements or scholarships. The Contractor shall disclose to the appropriate OMJ|CC Career Centers staff all sources of grants, entitlements and/or scholarships to avoid cost duplication. Available PELL and other higher education grant funds and awards shall be expended prior to the use of WIOA funds. The OhioMeansJobs|Cleveland-Cuyahoga County Career Centers' WIOA grant assistance will only be used as a last-source funding.

In addition, where applicable, the Contractor shall inform an eligible participant that the OhioMeansJobs|Cleveland-Cuyahoga County Career Centers or the OMJ|CC is not responsible for repayment of any loan(s).

- C. Provide or make available necessary academic or related counseling and /or assistance to assure for participant's potential success in the same manner and to the same degree that such counseling and assistance are provided to all students.
- D. Make available job search assistance and placement services for the OhioMeansJobs|Cleveland-Cuyahoga Career Centers participants.
- E. Maintain proper and applicable insurance coverage for participants enrolled under terms and conditions of this agreement.
- F. Comply with all terms, conditions and requirements in the Equal Employment Opportunity clause or revisions thereto during the period of performance of this agreement.

Section 2: TERM AND RATES

The Period of Performance shall commence on <u>January 18, 2022</u> and continue through <u>June 30, 2022</u>, subject to the CONTRACTOR's continued appearance on the State of Ohio's List of WIET Providers under the Workforce Innovation and Opportunity Act (WIOA) and on the list of vendors approved by the CCCWDB, maintained by OMJICC.

The tuition, fees and training related costs payable under this agreement will be in accordance with those identified in the ODJFS WIET system and on CCWDB approved list.

Section 3: <u>REPORTING REQUIREMENTS</u>

- A. The CONTRACTOR agrees to produce reports, annually, on the status of program participants' progress toward program completion and job placement. The OMJ|CC will provide the Contractor with a report format. Failure to turn in the reports could result in the Contractor being placed in a probation status and could lead to a hold on new enrollees.
- B. Other verifiable program-specific information as deemed appropriate by the State of Ohio or the OMJICC.

Section 4: PAYMENT SCHEDULE

Payments are conditional upon receipt of an approved ITA. Payments will not be made for training conducted without an approved ITA. An ITA will not be approved to pay for training already started or completed unless an exception is made by the OMJ|CC.

If a participant withdraws from a training program, payment will be based on the

CONTRACTOR'S published withdrawal or refund policy.

The OMJ|CC will be responsible only for the payment of training expenses related to a validly approved ITA. No payment will be issued for tuition, fees or other training costs incurred outside of the training period shown on the approved Individual Training Account (ITA) Agreement. Nor will any payment be issued for items not detailed on the approved ITA Agreement. No payments will be issued until invoices and proper supporting documentation have been received and reviewed.

The CONTRACTOR may invoice for the reimbursement of expenses (i.e., tuition and fees) according to the payment plan outlined in the school catalogue to the degree that they are consistent with this Agreement.

- A. All invoices should include the name and Student ID number of the WIOA participant, the ITA number, and supporting documentation for tuition, fees and other training related costs. Invoices shall be submitted in accordance with the CONTRACTOR'S Performance Payment Schedule.
- B. The CONTRACTOR is responsible for deducting all State and/or Federal financial aid payments received from total training costs. All grant awards, such as Pell Grants, shall be used as the first source of funding and must be applied only to tuition expenses. WIOA participants are not required to apply for personal student loans.
- C. The CONTRACTOR is responsible for prorating and refunding tuition, fees and other training related costs according to the CONTRACTOR'S published Refund Policy. The Contractor must inform appropriate OMJ|CC staff in writing (within 30 business days) when a participant drops out or discontinues for any reason. The appropriate refund or credit will be established with the OMJ|CC.
- D. The OMJ|CC may change the method of payments at any time with appropriate notice to the CONTRACTOR.
- E. All invoices and supporting documentation shall be faxed to:

Attn: Fiscal Manager at (216) 777-8210

Or e-mailed to:

deshaun.matthews@jfs.ohio.gov Cc: lauren.carey@jfs.ohio.gov

Or mailed to:

City of Cleveland/Cuyahoga County Department of Workforce Development 1910 Carnegie Avenue Cleveland, Ohio 44115 Attention: Fiscal Manager

- F. Invoices (except final invoices) must be submitted within 30 days of the Contractor attaining performance payment benchmarks. A final invoice must be submitted within 60 days of a participant's successfully completing training. No payments will be issued until invoices and proper supporting documentation have been received and reviewed.
- G. Acceptance of an ITA is an agreement between the Contractor and OMJ|CC and at no time is the client/student responsible for any part of the ITA which is funded with OMJ|CC funds.

Section 5: NULLIFICATION OF PRELIMINARY NEGOTIATIONS

This Agreement is the understanding between the parties as it currently exists; the parties agree and distinctly understand that all previous communications and negotiations between the parties, either verbal or written, not contained herein are withdrawn and annulled.

Section 6: AUDIT EXCEPTIONS

The CONTRACTOR and the OMJ|CC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate Federal and State audit directly related to the provisions of this Agreement.

Section 7: AVAILABILITY OF FUNDS

This Agreement is conditioned upon the availability of Federal, State, or local funds that are appropriated or allotted for payment(s) of the Agreement.

This agreement alone does not constitute a commitment for referral. A contract for services and a financial obligation will exist only after an ITA has been properly executed for training and/or education under the terms and conditions of this agreement; and whereafter an authorized participant enrolls in the authorized activities at the training organization.

Section 8: QUALIFYING LEGISLATION

This Agreement is subject to all applicable language of federal and state grants and the terms and conditions of the Code of Federal Regulations (CFR), including any amendments or revisions thereto, which by this reference is incorporated herein as if fully rewritten. In the event of any conflict between the terms and conditions of this Agreement, the terms of federal and state grants and the said CFR shall prevail and govern the performance of the parties hereunder.

At any time during this agreement, the OMJ|CC may exercise the option to make referrals only to training courses providing occupational skills training related to CCCWDB defined demand occupations.

Section 9: CONTRACTING AUTHORITY

The CONTRACTOR herein shall abide by all the terms and conditions of the aforementioned Workforce Innovation and Opportunity Act grant by and between the OMJ|CC, or its designated agent, and ODJFS, as said grant applies to the program services herein, which grant, is by this reference incorporated herein as if fully rewritten, and, further, that it will abide by all subsequently published revisions, modifications, thereto, immediately after receipt of written notice thereof from the OMJ|CC, or its designated agent, herein.

Section 10: INDEMNITY

Contractor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Contractor, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Contractor under any terms or provisions of this Contract.

Contractor acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Contractor agrees that no provision of this Contract or any other contract or agreement between Contractor and the County may be interpreted to obligate the County to indemnify or defend Contractor or any other party.

Insurance Requirements

Contractor shall procure, maintain and pay premiums for the insurance coverage and limits of liability outlined below with respect to products, services, work and/or operations performed in connection with this Contract:

The Contractor shall procure, maintain, and pay premiums for the following forms of insurance:

- a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).
- For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:
- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease;
- \$1,000,000 policy limit for bodily injury by disease.

- Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
- b) Commercial General Liability Insurance with limits of liability not less than:
- \$1,000,000 each occurrence bodily injury & property damage;
- \$1,000,000 personal & advertising injury;
- \$2,000,000 general aggregate;
- \$2,000,000 products/completed operations aggregate.
- Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.
- c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;
- Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

Requirements for All Insurance Coverage

- 1. The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:
 - i) Thirty (30) days prior notice of cancellation or material change:
 - ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
- 2. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
- 3. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
- 4. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
- 5. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

- 6. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
- 7. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

Governing Law/Jurisdiction

This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Contractor hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.

Annual Appropriations

For contracts in excess of \$50,000.

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Contractor of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Contractor or any third party for any penalty, liability or any other expense.

Section 11: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture with the CONTRACTOR in the execution of the provisions of this Agreement. The CONTRACTOR shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or other liability on the OMJ|CC.

Section 12: TERMINATION/CANCELLATION OF AGREEMENT

The rights and remedies of the OMJ|CC and the Contractor provided in these clauses shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- A. The OMJ|CC by written notice, may terminate this Agreement, in whole or in part, when the OMJ|CC determines that it is in the best interest of the OMJ|CC to do so. In such event, the CONTRACTOR shall be paid to the date of termination for all such work that has been properly performed hitherto.
- B. The CONTRACTOR, by written notice, may terminate this Agreement, in whole or in part, when the CONTRACTOR determines that it is in the best interest of the CONTRACTOR to do so. In such event, the CONTRACTOR shall be paid to the date of termination for all such work that has been properly performed hitherto.
- C. The OMJ|CC shall cancel this Agreement for noncompliance with any requirement of the regulations promulgated under WIOA.
- D. The OMJ|CC may, by written notice to the CONTRACTOR, terminate the right of the CONTRACTOR to proceed under this Agreement if it is found, after notice and hearing by the OMJ|CC, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the CONTRACTOR, or any agent of representative thereof, to any officer or employee of the OMJ|CC or with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which the OMJ|CC makes such findings shall be in issue and maybe reviewed by the appropriate officials of the State of Ohio.
- E. If the CONTRACTOR fails to perform under this Agreement or fails to make sufficient progress, so as to endanger performance, the OMJ|CC may cancel this Agreement, in whole or in part, upon written notice to the CONTRACTOR as a result of its failure to remedy such conditions within ten (10) calendar days of receipt of such notice. In the event of such cancellation, CONTRACTOR will be paid to the date of cancellation for all such work as has been properly performed hereunder. Should it be finally determined that the CONTRACTOR has in fact performed properly, the cancellation will be authorized under Paragraph A, above in this Section.

Section 13: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term(s) or provision(s) to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 14: REMEDIES

The rights and remedies of the OMJ|CC and the Contractor provided in these clauses shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 15: MODIFICATION OF THE AGREEMENT

This Agreement may be modified or amended at any time upon the written agreement of both parties.

Section 16: METHOD OF COMMUNICATING MODIFICATION

No letter, facsimile, or communication passing between the parties covering any matter during the Term of this Agreement will be a part of this Agreement; nor will any communication have the effect of modifying or adding to this Agreement unless it is distinctly stated in the letter, facsimile, or communication that it constitutes a part of this Agreement and unless it is signed by the Director of the Cleveland/Cuyahoga County Department of Workforce Development and the CONTRACTOR'S authorized signatory.

Section 17: RIGHTS PROTECTION LEGISLATION

CONTRACTOR will comply with the provisions of the Title VI and VII of the Civil Rights Act (42 USC 2000d and 2000e), the Age Discrimination in Employment Act (29 USC 620 et seq.), the Equal Pay Act (29 USC 206 (d)), the Rehabilitation Act (29 USC 794), Title IX of the Education Amendment Act of 1972 (20 USC 1618), the Age Discrimination Act (42 USC 6101), the Americans with Disabilities Act (42 USC 12101 et seq.) and other applicable nondiscrimination regulations (29 CFR Part 37). The CONTRACTOR assures that no portion of its WIOA program will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation, any person on the grounds of race, color, national origin, religion, age, sex, handicap, or political affiliation or belief. Efforts shall be made to make programs and facilities accessible to eligible qualified people with disabilities.

Section 18: RECORD RETENTION

The CONTRACTOR herein shall maintain a complete file of all records, communications, and other written materials which relate to the delivery of services indicated in this Agreement and that upon request of the OMJ|CC, shall make such records available, and the CONTRACTOR shall maintain said files for a period of three (3) years after the termination date of this Agreement, said period to be automatically extended if the United States Department of Labor (DOL), ODJFS, or the OMJ|CC's audit findings pursuant to this Agreement remain unresolved.

Section 19: FINANCIAL RECORDS

The CONTRACTOR shall maintain independent books, records, payroll documents, and accounting practices and procedures which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall be subject, at all reasonable times, for inspection, review, or audit by duly authorized Federal, State, or OMJ|CC personnel.

Section 20: MONITORING

The OMJ|CC, ODJFS, DOL, and any other Federal or State agency, as legally authorized, shall have the right to monitor all activities under this Agreement for which funds have been provided. The monitoring function may be implemented through the use of internal evaluation procedures, the examination of program data, special analysis, on-site checking, and any other procedure the OMJ|CC and the abovementioned agencies deem necessary and appropriate.

Section 21: CONFIDENTIALITY

The CONTRACTOR agrees to comply with all Federal and State laws applicable to the OMJ|CC and/or consumers of OMJ|CC funded services concerning the confidentiality of the OMJ|CC's consumers. The CONTRACTOR understands that Ohio law prohibits anyone from soliciting, disclosing, receiving, using, or knowingly permitting, or participating in the use of any information regarding a public assistance recipient for any purpose not directly connected with the administration of a public assistance program. Whoever violates R.C. 5101.27(A) is guilty of a misdemeanor of the first degree. The CONTRACTOR further agrees to protect the confidentiality of said data as per the requirements of the United States Department of Health and Human Services and the provisions of HIPAA, specifically 45 CFR 164.501 and any amendments thereto, as detailed below.

- A. Definition "Participant data" is any information that is, or can be, related to an individual participant including all personal health information (PHI) as defined at 45 CFR 164.501.
- **B. Permitted Uses and Disclosures** The Contractor and its agents and subcontractors shall not use or disclose participant data except in accordance with this Agreement or applicable law.
- **C. Safeguards** The Contractor shall use appropriate safeguards to protect against use or disclosure not provided for in this agreement.
- D. Reporting of Disclosure The Contractor shall promptly report to the OMJ|CC any knowledge of uses or disclosures of participant data that are not in accordance with this Agreement or applicable law. In addition, Contractor shall mitigate any adverse effects of such a breach to the extent possible.

- E. Agents and Subcontractors Contractor ensures that all its agents and subcontractors that receive participant data from or on behalf of the OMJ|CC agree to the same restrictions and conditions that apply to Contactor with respect to the use or disclosure of the participant data.
- F. Accessibility of Information Contractor shall make available to the OMJ|CC such information as the OMJ|CC may require to fulfill the OMJ|CC's obligations to provide access to, provide a copy of, and account for disclosures with respect to participant data pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services.
- G. Amendments of Information Contractor shall make participant data available to the OMJ|CC in order for the OMJ|CC to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by the OMJ|CC, incorporate any amendments into the information held by the Contractor and ensure incorporation of any such amendments into information held by its agents or subcontractors.
- H. Disclosure Contractor shall make available its internal practices, books and records relating to use and disclosure of participant data received from the OMJ|CC or created or received by Contractor on behalf of the OMJ|CC, to the OMJ|CC and to the Secretary of the U.S. Department or Health and Human Services for the purposes of determining the OMJ|CC's compliance with HIPAA and the regulations promulgated by the U.S. Department of Health and Human services and any amendments thereto.
- I. Return or Destruction of Information Upon termination of this Agreement, Contractor, at the OMJ|CC's option, shall return to the OMJ|CC, or destroy, all participant data in its possession, and keep no copies of the information except as requested by the OMJ|CC or required by law. If Contractor or its agents or subcontractors destroy any participant data then Contractor will provide to the OMJ|CC documentation evidencing such destruction. Any participant data maintained by Contractor shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

Section 22: PUBLIC RECORDS

This Agreement is a matter of public record under the laws of the State of Ohio. Upon a request made pursuant to Ohio law, the CONTRACTOR agrees to notify OhioMeansJobs|Cleveland-Cuyahoga County staff before making copies of this Agreement available to any requesting party.

Section 23: CONFLICT OF INTEREST

No officer, employee, or agent of the OMJ|CC and of the CONTRACTOR who exercises any functions or responsibilities in connection with this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement. In the event that a conflict of interest should arise, the CONTRACTOR shall report such conflict to the OMJ|CC immediately and the OMJ|CC may terminate the Agreement in accord with

Section 13 or any other relevant provision of this Agreement.

CONTRACTOR hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

Section 24: ELECTRONIC SIGNATURE

THE CONTRACTOR AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CONTRACTOR ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

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

BY:	
	TTY OF CUYAHOGA, OHIO E DEVELOPMENT BOARD
BY:	Frank Brickney

Auburn Career Center

EXHIBIT 1

OhioMeansJobs|Cleveland-Cuyahoga County Universal Job Placement Form/Referral to Follow-up

Dear Employer:

As part of our effort to employ participants, your cooperation in verifying the data below is respectfully requested. Thank you in advance for taking the time to complete this form. We may contact you for further information.

I, PLEASE PRINT FIRST NAME, MIDDLE INITIAL LAST NAME am enrolled in a Workforce Development program operated by OhioMeansJobs Cleveland-Cuyahoga County under the terms of State and Federal grants. I authorize representatives of OhioMeansJobs Cleveland-Cuyahoga County and the State of Ohio to obtain information regarding my employment after the date of my signature below.						
	EMPLOYER NAME				IMMEDIATE S	UPERVISOR
EMPLOYER	STREET ADDRESS		СІТҮ		STATE	ZIP
	EMPLOYER PHONE		FEDERAL TAX ID N	UMBER	1	
	HIRE DATE	STAI	RT DATE	STARTIN	NG WAGES	SALARY INTERVAL
EMPLOYMENT	HOURS PER WEEK		LOYMENT STATUS Subsidized	Ur	ısubsidized	
EMPLOYMENT TYPE	☐ Military service ☐ City, state, county employment ☐ Private sector (for profit) ☐ Private sector (non-profit) JOB TITLE & BRIEF DESCRIPTION OF DUTIES					
	☐ Non-traditional employment ☐ Training related employment					
HOW JOB WAS	☐ Obtained on own		☐ Newspaper a	d	☐ Internet	job search/resume
PROCURED	☐ Friend or re				reer Center	Other
CHECK ALL THAT APPLY 401k Child care Dental insurance Education assistance BENEFITS No benefits Retirement plan Paid sick leave Paid vacation						
PLEASE PRINT MANAGER'S OR OTHER SIGNATURE OF ABOVE NAMED MANA		ED	MANAGER'S TELEPHO			

The above signed, by her/his signature, does hereby attest that s/he is authorized to provide the given information and is in the position to assure that such information is true and accurate.



Attachment Item #12C

Consent Agenda:
College Credit Plus
Partnership Agreement

College Credit Plus Partnership Agreement

WHEREAS, Chapter 3365 of the Ohio Revised Code establishes the College Credit Plus Program (Program), under which secondary school students may enroll at a college and complete courses for both high school and college credit, and may elect to have the college reimbursed under Section 3365.06(B) of the Ohio Revised Code; and

WHEREAS, the "default floor amount" is defined under Section 3365.07 of the Ohio Revised Code; and

WHEREAS, Lakeland Community College (Lakeland) has developed a College Credit Plus Partnership to provide access and opportunity for public school district students from Lake County and surrounding areas to enhance those students' college and career readiness and postsecondary success. The Partnership is a collaboration between Lakeland and Auburn Career Center (Partner), a public school district, to offer Lakeland post-secondary programs and courses for Partner's students; and

WHEREAS, Lakeland and Partner wish to create a seamless transition of learning for Partner students allowing those students to earn both transcripted high school and college credit upon successful completion of Lakeland courses; and

WHEREAS, Lakeland and Partner seek to enhance the options for time and/or place bound Partner students; and

WHEREAS, Lakeland and Partner intend to commence a comprehensive educational collaboration that mutually benefits the students they serve through the Partnership,

THEREFORE, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Lakeland and Partner hereby enter into this Partnership Agreement designed to affect the above stated aims in a manner which shall provide the participating students with a quality completion program.

A. PARTNERSHIP PARAMETERS:

- Both parties will operate the Agreement in accordance with the Ohio Revised Code Chapter 3365 and all corresponding rules associated with governance of the State of Ohio's College Credit Plus legislation.
- 2. Lakeland and Partner will equally promote the Agreement to Partner's students and their families, as well as to the communities served by the Partner.

- 3. Lakeland and Partner shall agree and follow in all aspects this Agreement's section E, funding and procedures for payment.
- 4. If Partner is a public school district, Lakeland and Partner will not charge a Partner's student participating in this Agreement for tuition, textbooks, or fees.
- 5. Lakeland and Partner will comply with all required reporting in accordance with the Ohio Revised Code and all corresponding rules associated with the State of Ohio's College Credit Plus legislation, including, but not limited to, the annual submission of an executed copy of this Agreement to the Ohio Board of Regents and the Ohio Department of Education, and academic term and annual reporting of Partner students' enrollments, grades, and credits under the Program.

B. STUDENT REQUIREMENTS:

- 1. In order to be eligible, a Partner's student must meet all State of Ohio College Credit Plus student requirements.
- 2. For acceptance into the Program, a student must:
 - a. Submit an online College Credit Plus admissions application.
 - b. Submit an official high school transcript.
 - c. Place into college level English either through successful completion of the Lakeland's placement exam or submission of acceptable ACT/SAT scores. To participate in math courses through CCP, students must have successfully completed Algebra 2 and place into college-level math.
- Partner students enrolled in Lakeland courses will be considered Lakeland students for the
 purposes of that course and are subject to all Lakeland policies and procedures, including,
 but not limited to, Lakeland's Student Conduct Code.
- 4. Partner's students are eligible for up to thirty credit hours per academic year, beginning June of said year. The thirty credit hours threshold is calculated by adding credit hours enrolled at Lakeland to any credit hours being taken during the same academic year from other IHE and any courses being taken at the high school. (One high school course equals three college credit hours.) Students are financially responsible for the tuition and books for courses that exceed the thirty-hour threshold.

C. LAKELAND SHALL:

- 1. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Partner, and designate a Lakeland staff member to serve as the Partnership coordinator.
- 2. Identify an advisor for all of Partner's students.
- 3. Schedule at least one meeting of a Partner's student and Lakeland advisor prior to Lakeland's effective no-fault course drop out date.
- 4. Provide College Credit Plus application and registration support services for Partner's students.
- 5. Provide Partner students access to Lakeland facilities and support services.
- 6. Coordinate with Partner to provide placement testing.
- 7. Upon course completion, submit and transcript official grades to Partner in a timely manner.
- 8. Provide any necessary information to Partner or State of Ohio needed for Education Management Information Systems reporting.
- 9. When offering a Lakeland course taught at a Partner facility or through any of the Partner's digital or electronic capacities that are taught by a Partner instructor:
 - a. Coordinate the review, selection, and assignment of a Partner instructor, which will parallel the process used by Lakeland to assign adjunct faculty.
 - b. Confirm that Partner instructors possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
 - c. Provide copies of Lakeland course outlines/syllabi to Partner instructors selected to teach Lakeland courses.
 - d. Require that Partner instructor teaching Lakeland courses follow Lakeland syllabus and/or course outlines.
 - e. Provide a Lakeland representative for Partner instructor orientation to college course work, discussions on course outlines, expected learning outcomes of the courses, peer review in the classroom, monitoring of student and teacher progress, and review of final exam/assessments' grades and grading procedures.

- f. Provide a Lakeland representative to conduct up to two observations of each Lakeland course and Partner instructor per semester.
- g. Provide professional development opportunities to all Partner instructors who instruct Lakeland courses as adjunct faculty.
- h. Require Program students to complete major common student assessments of each college course (e.g., exams, projects, presentations, papers) and be held to the same grading standards as Lakeland.
- i. Maintain contact with the Partner representatives and assess the Program at the end of each school year with the Partner.
- j. Reserve the right to cancel any Lakeland course provided that any ongoing current term will continue until enrolled students have had the opportunity to complete the scheduled courses for that term and receive final grades and full credit.
- k. Provide comprehensive liability insurance coverage for the delivery of Lakeland instruction.
- 1. Provide oversight to Partner instructors for the learning outcomes and expectations of Lakeland's course.

D. THE PARTNER SHALL:

- 1. Issue a notice, prior to February 1 of each year, providing information about College Credit Plus and identifying this Agreement with Lakeland.
- 2. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Lakeland.
- 3. On behalf of Lakeland, recruit qualified students to participate in Lakeland courses.
- 4. Provide at its own expense, appropriate and protected learning space, power and internet connectivity, and proctor coverage for any agreed to distance learning programs.
- 5. Confirm the number of college credits a Partner student participant may earn during the academic year by September 15.
- 6. When offering Lakeland courses at the Partner's facilities or through any of the Partner's digital or electronic capacities that are taught by a qualified high school instructor:

- a. Provide appropriate classroom space and equipment for those courses.
- b. Establish proposed course offerings by February 1 prior to each academic year.
- c. Schedule all courses to run in the normal Partner cycle and term.
- d. Reserve the right to cancel any course.
- e. Ensure courses consist of Partner's students who have enrolled at Lakeland and have been appropriately placed into the course. Partner shall follow Ohio Revised Code Chapter 3365 and all corresponding rules for any other Partner student attending that course but not enrolled at Lakeland.
 - i. Recruit qualified Partner instructors to teach courses, or allow Lakeland faculty on premises to teach those courses. Partner instructors must be employees of the Partner, and the Partner shall be solely responsible for paying their salaries and benefits. Furthermore, Partner instructors must possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
- f. Require that the applicable college textbook(s), and textbook edition, be used in a course.
- g. Facilitate the monitoring of student and Partner instructor progress.
- h. Allow Lakeland academic liaisons to conduct course and instructor evaluations in accordance with departmental practices which may include classroom visits by authorized Lakeland representatives.
- i. Provide comprehensive liability insurance coverage for the delivery of instruction, and provide Lakeland with a certificate of insurance naming Lakeland as an additional insured.
- 7. When Program courses are taught at the Partner's facilities or through any of the Partner's digital or electronic capacities by Lakeland faculty:
 - a. Courses must meet Lakeland's course enrollment minimums.
 - b. Courses must be aligned with Lakeland's semester calendar and course scheduling pattern unless a modification is requested and approved in advance of the course offering.

E. FUNDING AND PROCEDURES FOR PAYMENT

Payment

- Excluding compensation for "textbooks," Lakeland agrees to accept payment from the State of Ohio Department of Education for each credit hour taught in the following amounts:
 - a. For courses taught at a Partner facility by a Partner instructor, the amount designated as that academic year's "default floor amount" (\$41.64 per credit hour) as defined under Ohio Revised Code Chapter 3365 and all corresponding rules.
 - b. For courses taught at a Partner facility by a Lakeland instructor, \$68.90 per credit hour.
 - c. For courses taught at a Lakeland facility by a Lakeland instructor, \$105.00 per credit hour.
- 2. Excluding its obligation for "textbooks," Partner agrees to release payment from the State of Ohio Department of Education, for each credit hour taught, at any balance designated as above the amount paid to Lakeland as described in paragraph 1 (above), and in compliance with Chapter 3365 of the Ohio Revised Code and all corresponding rules, and in conformance with all State of Ohio Department of Education funding requirements.
- 3. Partner is required to bear the cost of and provide Program students with textbooks as assigned by Lakeland. "Textbooks" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include hardbound, software, and other purchased coursework materials.
 - a. For courses taught at Lakeland's facilities or through any of Lakeland's digital or electronic capacities, Partner will directly reimburse Lakeland for rental of "textbooks" at a rate of \$15.00 for each credit hour taught to Partner's students, with credit hours taught calculated in a manner consistent with the Ohio Revised Code and all administrative rules associated with the State of Ohio's College Credit Plus legislation. Reimbursement from Partner to Lakeland shall be made in full and shall occur within thirty days after receipt of invoice.
 - b. For courses taught at Partner's facilities or through any of Partner's digital or electronic capacities, Partner shall work directly with Lakeland on developing a program to secure textbooks through Lakeland's Bookstore for Partner's students, and where possible, develop opportunities to re-circulate textbooks. Textbooks used at Partner's facilities must be the most recently approved version by Lakeland and must be available for students when classes begin.

c. At the end of the semester, Partner's students who take courses on Lakeland's campus must return their rented textbooks to the bookstore. If a student drops the class within the drop period, textbooks must be returned to Lakeland's Bookstore in the condition they were purchased. If a student fails to return rented textbooks, the Partner will be billed for the cost of replacement.

Fees

Lakeland is required to bear the cost of fees for each Program student. "Fees" for purposes
of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding
rules and include, but are not limited to, costs or fees charged for postsecondary enrollment
application, activities required by the postsecondary institution that may enhance a
student's likelihood of academic success, and course-related or laboratory fees.

Agreement Termination

- Upon termination of this agreement, payment to Lakeland and Partner from the State of
 Ohio Department of Education for each credit hour taught for a Lakeland course
 immediately reverts to the "default ceiling," "fifty percent of the default ceiling," or
 "default floor" amounts based on the manner of instructional delivery as designated for that
 academic year and as defined under the Ohio Revised Code Section 3365(A)(1) and all
 corresponding rules.
- 2. Partner shall immediately reimburse Lakeland for any outstanding invoices related to the reimbursement of textbooks.

F. NON-DISRUPTION:

- 1. Neither Partner nor Lakeland shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction at Lakeland's or Partner's facilities or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon Lakeland's or Partner's property, or which could cause any impairment or reduction of the good will and reputation of Lakeland or Partner.
- 2. Insofar as permitted by law, Lakeland and Partner shall maintain confidentiality with regard to information about one another's programs, methods of delivering instruction, or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement.

G. MARKETING:

- 1. Lakeland and the Partner shall cooperatively market the Program by:
 - a. Promoting the Program through each entity's website including details of the current agreement.
 - b. Partner shall provide Lakeland with reasonable access to Partner students, parents and counselors to allow Lakeland to market and promote the Program.
 - c. Meet all other requirements of Ohio Revised Code Chapter 3365 and all corresponding rules.

2. The Partner shall market the Program by:

- a. Identifying this Agreement with Lakeland in the required annual notice to students, in the required annual informational session, and on the school website.
- b. Providing Lakeland with an opportunity to present during the Partner's annual informational session.
- c. Holding an annual informational session for Partner counselors to meet with Lakeland regarding the Program.
- d. Assisting Lakeland in mailing promotional materials to Partner students and parents by providing their home addresses.
- e. Assisting Lakeland in surveying Partner students, parents, counselors, and instructors to gather feedback on how to improve the Program.
- 3. Each party shall, prior to the issuance of any news or press release (release) marketing the Program, provide notification and a copy of the release to the other Party.
- 4. The Partner must adhere to use of the Lakeland logo and signage guidelines which will be provided to Partner upon request.

H. TERM AND TERMINATION:

1. The term of this Agreement shall begin May 23, 2022 (first day of Lakeland's summer term) and, unless earlier terminated, extend through May 22, 2023. As of February 3, 2023, the parties may execute, in writing, signed by authorized representatives of the parties, a successor agreement incorporating the same or similar terms as those set forth herein, which shall not exceed one academic year.

I. LIMITATION OF LIABILITY:

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omission by or through itself or its agents, employees, and contracted servants, and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

J. MISCELLANEOUS:

- Severability. If a court of competent jurisdiction finds that any Section or provision of
 this Agreement is illegal, unenforceable, or in conflict with any law, such Section or
 provision shall be deemed severed from this Agreement without affecting the validity of
 the remainder of the Agreement.
- 2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, applicable to contracts made and to be enforced wholly within Ohio.
- 3. Jurisdiction-Venue. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the state courts of Ohio sitting in Lake County.
- 4. Notices. All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with an additional copy addressed to each party's "Legal or General Counsel":

For Partner: Superintendent For Lakeland: President 7700 Clocktower Drive Kirtland, Ohio 4409

- 5. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by both parties.
- Assignment. Neither party may assign its rights or delegate its duties under this
 Agreement. Any attempted assignment or delegation in violation of this Section will be
 null and void.
- 8. No Third Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either Party.
- 9. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.
- 10. Complete Agreement-Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- 11. Compliance with the laws. In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Education Rights to Privacy Act, and shall not unlawfully discriminate against any employee or student of the Partner or Lakeland on the basis of race, sex, religion, disability, age, national origin, color, or veteran status.
- 12. Counterparts: Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

Intending to be legally bound by this agreement, the parties sign below.

ON BEHALF OF LAKELAND COMMUNITY COLLEGE:

My	1/5/2022	
Morris W. Beverage Jr., EDM, President	Date	
Malten ()	1/5/2022	
Michael Mayher	Date	
Executive Vice President & Treasurer		
ON BEHALF OF PARTNER:		
Superintendent	Date	
Treasurer	Date	



Attachment Item #12D

Consent Agenda: College Credit Plus MOU



College Credit Plus

MEMORANDUM OF UNDERSTANDING

School Year 2022-2023

Between

Kent State University (hereafter known as IHE)

AND

_____School District

(hereafter known as LEA)

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SECTION I: INTRODUCTION, DEFINITION AND PURPOSE

"College Credit Plus Program" (hereafter CCP) means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC3365.02 (effective 9/29/2017).

Kent State University allows eligible students entering grades 7-12 to enroll in college courses while attending middle or high school and permits the students to take courses in place of, or in addition to, the normal course load at their high school in its CCP program. Students must apply and be eligible to participate in the program to receive college credit. In addition, students admitted to the program must meet the same requirements as all other college students. College credit earned upon successful completion of the course(s) may be applied towards an Associate Degree or Baccalaureate Degree at Kent State University or may transfer to other colleges and universities.

The primary purposes of the CCP program are to increase the educational options and opportunities for secondary students. Fundamentally, CCP provides the opportunity for students in grades 7-12 to earn credit at the secondary and postsecondary levels simultaneously. The program may also encourage more students to consider postsecondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban. CCP is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio's high schools.

This Memorandum of Understanding (MOU) includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2022-2023 Academic Year.

SECTION II: SCOPE

College Credit Plus (CCP) shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda.

This Agreement applies to local education agencies (public school districts, locally chartered and state chartered charter schools, state-supported schools) (hereafter LEA).

This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

SECTION III: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the PSS or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the protections, immunities, and limitations for by the laws of the State of Ohio, including but not limited to Ohio Revised Code 9.27. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presences of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Evidence student meets or exceeds state CCP remediation free standards as indicated in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2019 (see Appendix C) and/or secondary school transcripts with GPA of 3.0 or higher or other eligibility requirements.
- b. Online CCP application submitted <u>prior to IHE</u> application deadline: April 15 for Summer; June 1 for Fall; October 15 for Spring enrollment Applications are FREE of charge
- c. Secondary school transcripts
- d. CCP Permission Form signed by student and parent/guardian
- e. Applications are reviewed holistically in accordance with practices utilized with undergraduate applications for admission

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to initial course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the

program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information whether the course is taught at the high school or college location or taught by a credentialed high school faculty member or IHE faculty member.

Eligible Semesters

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

Academic Standing

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

Underperforming Students

CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2022-2023 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 (effective 2/15/2018) on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

SECTION VI: COURSE ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements:

Course Location and Format

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the

IHE's normal offerings. All students enrolled in the IHE under the CCP program, must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same textbook and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the campus location through which the course will be offered utilizing the campus contacts detailed in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour Pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2022-2023 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that are not a Level I course for which they have met prerequisites.

Non-Allowable Courses

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- P/F or S/U grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

Memorandum of Understanding

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2022-2023 or until amended with agreement by both parties. See Section XXI for the Signature Page.

Overall Expectations of LEAs

- · Adhere to all MOU requirements as noted within this document
- Ensure that all students considering participation in IHE courses at the LEA location have completed the free online CCP application and have provided supporting documentation prior to the IHE CCP application deadline dates of April 15 for Summer Semester, June 1 for Fall Semester and October 15 for Spring Semester courses.
- Submit names, applications, and supporting application documents for all CCP teacher candidates by March 1
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings
- Course syllabi must be submitted to the IHE academic department and the Pre-College Programs
 office and reviewed prior to the first day of classes for each course offered at the high school
 location
- Review IHE course enrollment lists and finalize student enrollment at least 14 days prior to the
 first day of classes for each course offered at the high school locations. The LEA must provide
 each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal.
 Deadlines for each type of schedule change will be established at the beginning of the academic term
- Adhere to IHE guidelines for minimum and maximum course section enrollments
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education

CCP Courses Taught on the LEA Campus and Student Enrollment

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be
 assessed with the same standard of achievement and held to the same grading standards,
 regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student
 is not earning college credit and would likely be required to retake the course upon college
 enrollment if college credit is desired. The LEA is responsible for providing this notification in
 writing.

<u>SECTION VIII: CCP HIGH SCHOOL TEACHERS - Classification, Credentialing, and Monitoring</u>

Classification of CCP Teachers

CCP teachers are certified or licensed high school teaching employees who have been approved to teach Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

Teaching Load

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Although CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

h. Faculty Credentials

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.

I. For general education courses:

- Faculty members teaching general education courses must hold a minimum of a master's
 degree in the discipline or a master's degree and a cohesive set³ of at least 18 semester credit
 hours of graduate coursework relevant to the discipline.
- Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members

2. For courses other than general education courses:

- Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:
 - > At least a bachelor's degree if teaching in an associate degree program
 - > At least a master's degree if teaching in a bachelor's degree program
 - > A terminal degree if teaching in a graduate program.

³ A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.

- Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.
- Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.
- For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.

3. The following expectations apply to all faculty members:

- Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Association of Credential Evaluation Services.
- Where professional accreditation or licensing standards for faculty differ from the Chancellor's standards, faculty members are expected to meet the higher standards.
- Faculty members must show evidence of continuing professional development in the discipline.
- Faculty members who teach online courses must be prepared for teaching in an online environment

(Source: Ohio Department of Higher Education, 2015)

CCP Course Monitoring Process

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code
 of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP
 Instructor is teaching the college-level course at the high school and at least once per year
 thereafter. The time for observations should be coordinated with the CCP instructor and building
 principal prior to the observation. The observation process will utilize the same criteria as for fulltime and/or adjunct faculty.

SECTION IX: CCP HIGH SCHOOL TEACHERS - Application Processes

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

The LEA designee will:

• Identify prospective CCP teachers who will meet the credentialing criteria by March 1 of each

year. Only under specific and unanticipated circumstances might additional teachers be considered after March 1 for the upcoming school year. Such circumstances include consideration of a new hire after the March 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the March 1 deadline.

 Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (www.kent.edu/ccp) under the School Administrators tab.
- Resumé including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.

In accordance with Ohio law, and with guidance from the Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and the Pre-College Programs office will utilize the following procedures as part of the approval process:

- Pre-College Programs will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements

- An interview and/or assessments may be required as part of the application process
- The academic department will inform the Pre-College Programs office of the candidate's status
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a \$0 teaching contract.

Conditional Approval of High School Teacher

If a High School Teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the "Credentialing of CCP Faculty" form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

Per the new requirements of the Higher Learning Commission (HLC) and an extension granted to Kent State University by HLC, all required coursework leading to the fully credentialed status of a teacher must be completed by September 1, 2022. Teachers will not be permitted to teach IHE courses if they have not completed all required coursework by the deadline.

Continuation of High School Teacher as CCP Teacher

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

- 1) CCP courses being taught continuously each year in the same discipline and/or teaching area;
- 2) CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS

Curriculum, Course Competencies, and Teaching Requirements

- CCP teachers will utilize the provided course syllabi document and will customize fields as
 appropriate. The syllabus may not be altered other than adding customized information in the
 allowable fields. No other logo other than Kent State University's may be included on the syllabus.
 The teacher's Kent State University email address must be included on the syllabus. Any syllabus
 that does not meet these requirements will be returned to the teacher and a new syllabus must be
 created.
- The syllabus must be submitted to Kent State University <u>prior to</u> the first week of instruction with one copy to the academic department and one copy to the Pre-College Programs office.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. All educational records with identifiable student information are required to be safeguarded per University policy 3342, 5 – 08.101 https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination.

- CCP teachers will post formative and summative grades for assignments and exams on the IHE
 Blackboard learning management system on a regular basis. Any grades posted to a secure LEA
 site must be restricted to student view only to comply with FERPA.
- Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.
- Enrollment Verification, Midterm, Final and official grades must be reported within the Kent State University Flashline portal in a timely manner.
- All grades and information contained in the IHE Blackboard system and Flashline portal are
 considered maintained by the IHE and subject to the same FERPA protections as afforded to any
 students enrolled in college coursework. CCP teachers are responsible for safeguarding
 identifiable information and providing FERPA protections to CCP students enrolled in courses
 taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development
 activities, including CCP training workshops and engage in a minimum of three hours of
 documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials have to be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Depending upon the type of transcript requested, a service fee may be required. Students can access and print unofficial copies of their transcripts through their Flashline portal.

SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits release of student record information without the student's explicit written consent; however it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

Communication with Parents for Students in Courses Delivered at High Schools:

CCP students are college students and their educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the classroom location, are protected and communication must be carefully distributed.

CCP teachers for Kent State University must adhere to FERPA legislation. Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.

Kent State University requires that each CCP teacher verify with the University that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the University for any participating student prior to release of any protected information. Students may complete a FERPA release online through their Flashline account or may complete a paper release form found online at https://www.kent.edu/registrar/ferpa-forms and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively

regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

Communication with Parents for Students in Courses Delivered at IHE Locations:

Students may grant Kent State University permission to release information about their student records to a third party (including parents, step-parents, etc.) by completing a FERPA Release Form online through their Flashline account or completing a paper release form found online at

https://www.kent.edu/registrar/ferpa-forms and submit this to the Kent State University Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

• Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.

• LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses.

IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING

- 1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
- 2. The cost of textbooks, course materials and supplies including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC 3365.06 (A).
 - The LEA can choose to initiate and maintain an account with the IHE University Bookstore
 and can elect to purchase textbooks and materials through other vendors. Students shall have
 required course textbooks and materials available by the first day of classes.
 - 2) Students can participate in the Kent State University Flashbooks initiative whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flashbooks materials will be invoiced to districts separately from the IHE University Bookstore partner.
- 3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:

High School Delivery - Option A:

For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio default floor amount established in the 2023 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

High School Delivery - Option B:

For courses taught by an IHE faculty member at the LEA location, the rate will be the State of Ohio

default midpoint amount established in the 2023 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

On Campus Delivery:

For courses taught by a university faculty member at an IHE location, the cost will be the State of Ohio default ceiling amount established in the 2023 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

Distance Learning Delivery:

For courses being taught via distance learning, the cost will be the State of Ohio default ceiling amount established in the 2023 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

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SECTION XX: TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2022 to June 30, 2023. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2023.

Either party may terminate this Agreement for cause upon written notice to the other party if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach. In the event of such failure to cure, this Agreement will terminate on the 30th day after such notice is provided. In the event of termination, both parties will work together to mitigate any effects of such termination upon currently enrolled students.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

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

This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

SECTION XXI: APPROVALS	
IHE (Kent State University):	
Milioy Juhney	20 January 2002
Senior Vice President and Provo	Dade 0
mm. Soll	1/20/2022
Senior Vice President for Finance and Administration	Date
LEA:	
(School District N	lame)
District Charter Representative/Superintendent	Date
Treasurer	Date

APPENDIX A

Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.



College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. Additional specific Pathways can be created between the LEA and IHE to address student needs. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: http://solutions.kent.edu/GPS/ROADMAP/browse/ug/all as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University	Course	College
Course Name & Number	Prerequisite	Credits
ENG 11011 - College Writing I	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits:

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University	Course	College
Course Name & Number	Prerequisite	Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
		Total Credits:

APPENDIX B

Listing of Kent State University Campus Contacts

Ashtabula Campus

Susan J. Stocker, Ph.D.

Dean and Chief Administrative Officer (CAO)

3300 Lake Rd W

Ashtabula, OH 44004-2316

(440) 964-4211

sistocke@kent.edu

East Liverpool Campus Salem Campus

Columbiana County Campuses

David M. Dees, Ph.D.

Dean and Chief Administrative Officer (CAO)
2491 State Route 45 S
Salem, OH 44460-9412
East Liverpool Campus (330) 382-7411
Salem Campus (330) 337-4205
ddees@kent.edu

Geauga Campus

Twinsburg Regional Academic Center

Angela S. Spalsbury, Ph.D.

Dean and Chief Administrative Officer (CAO)

14111 Claridon-Troy Road

Burton, OH 44021

(330) 907-3362

aspalsbu@kent.edu

Kent Campus

Johanna E. Pionke, M.Ed
Director, Pre-College Programs
Office of Admissions
208 Schwartz Center
Kent, OH 44242-0001
(330) 672-3754
jpionke@kent.edu

Stark Campus

Denise A. Seachrist, Ph.D.

Dean and Chief Administrative Officer (CAO)
6000 Frank Ave NW
North Canton, OH 44720-7599
(330) 244-3211
dseachri@kent.edu

Trumbull Campus

Daniel E Palmer, Ph.D.
Interim Dean and Chief Administrative Officer (CAO)
4314 Mahoning Ave., N.W.
Warren, OH 44483-1998
(330) 675-8820
dpalmerl@kent.edu

Tuscarawas Campus

Bradley A. Bielski, Ph.D.

Dean and Chief Administrative Officer (CAO)

330 University Dr., NE

New Philadelphia, OH 44663

(330) 339-3391

bbielski@kent.edu

APPENDIX C College Readiness Indicators for CCP Students

	ACT	SAT	Acc	cuplacer ²	
			Classic	Next Gen	
English Sub Score	18	Evidence- Based Reading & Writing 480	Sentence Skills 88 or 5 on Writeplacer	Next Gen Writing – 263 or above OR 5 on Writeplacer	
Reading Sub Score	22		80	Next Gen Reading- 250	
Mathematics Sub Score	22	530	55CLM	QAS - 263 or above	
				AAF – 263 or above	

Adapted from "Uniform Statewide Standards for Remediation-Free Status," dated April 2019

students who were assessed prior to 2019.

Scores reflected on this table apply to the current version of the SAT; scores obtained on exams prior to 2017 will need to be crosswalked to these thresholds.

Accuplacer Classic was warehoused in January 2019. The Classic "cut scores" will remain on the chart for