

Auburn Vocational School District BOARD OF EDUCATION

Minutes of February 4, 2020

The February 4, 2020 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

The following member was sworn in with the Oath of Office:

Mr. Terry Sedivy

Upon roll call, the following members were present:

Mrs. Brush	Mr. Kent	Mr. Sedivy
Dr. Culotta	Mr. Klima	Mr. Walter
Mrs. Javins	Mr. Stefanko	Mrs. Wheeler

Absent: Mr. Cahill and Mr. Miller

Administrators: Brian Bontempo, Sherry Williamson, Jeff Slavkovsky and Dee Stark

024-20 Approve Agenda & Addendum

A motion was made by Mr. Klima and seconded by Mr. Kent to approve the February 4, 2020 agenda and addendum.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

025-20 Approve Minutes of Organizational Board Meeting and Regular Meeting on January 15, 2020

A motion was made by Mr. Kent and seconded by Mrs. Javins to approve the minutes of the January 15, 2020 Organizational and Regular Board meeting.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

026-20 Executive Session

A motion was made by Mr. Stefanko and seconded by Mrs. Wheeler to recess into executive session at 6:35 p.m. pursuant to R.C. 121.22(G) for the following purpose, (1) conferencing with an attorney for the public body concerning disputes involving the public body that are the subject of pending and imminent court action. Upon conclusion of this executive session, the Board President shall gavel the Board back into open session at this location. All matters discussed in this executive session 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, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

Return to public session at 6:43 p.m.

Public Participation – Topic: Cosmetology ~ Participants: Ms. Nancy Brown, Mentor OH(letter); Ms. Jennifer Pealer, Perry OH; Mr. Oscar Flynn, Perry OH; Ms. Mary Jo Miller, Painesville OH; Marci Mondello-King, Chardon OH; Jo Sullens, Mentor OH; Mackenzie Pachay, Madison OH; AnDao Silbaugh, Painesville OH; Lou Belkenap Jr., Concord OH; Maria Ambris, Painesville OH; Zachary Bell (letter); Marcia Brown (letter) and Victoria Antoon (letter)

Topic: Stipend ~ Participant: Mr. Chuck Torre, Painesville OH

Administrative Report

- A. Great Big Home & Garden Show Open House & Student Recognition
Saturday, February 1st 10:30 am ~ APM Student Award Ceremony
Thursday, February 6th 7:00 pm ~ PLTM and Construction Students recognition
- B. Board Member Terms and Rotation

Curriculum, Enrollment, and Retention Committee – Next meeting February 13, 2020
@ 3:00 pm – 4:30 pm Technology Learning Center – Room 100

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, 2019 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.

027-20 Approve 2019-2020 Scholarships

A motion was made by Mr. Stefanko and seconded by Mr. Sedivy to approve the following scholarships for the 2019-2020 school year.

The Malcolm M. Chandler, ESQ, PLLC Scholarship \$200.00

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

028-20 Approve 2019-2020 Revised Purpose Statement/Activity Budgets

A motion was made by Mr. Sedivy and seconded by Mr. Klima to approve the following revised purpose statement/activity for the 2019-2020 school year.

Program	Acct. Number	Last Year Balance 6/30/19	Revenue Anticipated
Mobile Applications & Technology	200-917A	\$0.00	\$800.00

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

029-20 Approve Human Resources

A motion was made by Mrs. Wheeler and seconded by Dr. Culotta to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplemental, Substitutes, Separations and Student Intern positions. (Attachment Item #11)

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

030-20 Approve Settlement Agreement

A motion was made by Mr. Stefanko and seconded by Dr. Culotta to approve the full and final settlement agreement, release, discharge and covenant not to sue agreement between Auburn Career Center and Alexis Arnold and Sharon Arnold in order to compromise, resolve and settle a pending and imminent dispute, grievance, arbitration, administrative action, lawsuit and appeal. (Attachment Item #12)

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

031-20 Approve Geauga Plan Steering Committee

A motion was made by Mr. Stefanko and seconded by Mrs. Wheeler to appoints Superintendent Brian Bontempo to service on the Geauga County Planning Commission – General Plan Steering Committee in his official capacity as Superintendent only, on behalf of Auburn only, and with any and all expenses to be paid by Auburn only.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

032-20 Consent Agenda: Contracts/Affiliation Agreements

A motion was made by Mrs. Brush and seconded by Mr. Kent to approve items 14a-14c as a Consent Agenda item.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

033-20 Consent Agenda: Contracts/Affiliation Agreements

A motion was made by Mr. Kent and seconded by Dr. Culotta to approve the following contracts and affiliation agreements:

- a. *Business Partnership Affiliation Agreements (Attachment Item #14A)*
- b. *Lorain County Workforce Development Agency MOU (Attachment Item #14B)*
- c. *Crossroads Health Service Agreement (Attachment Item #14C)*

A consent agenda provide for a more efficient use of time. Any Board member can remove a Consent Agenda item to be discussed and voted on individually.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

034-20 Approve Policies Modifications: Second/Final Reading

A motion was made by Mrs. Javins and seconded by Mrs. Brush to approve the the following policy modifications to the Auburn Vocational Board of Education Policy Manual. Original policy can be viewed by visiting website at [Auburn Board Policy Link](#). (Attachment #15: Emailed)

<i>Section</i>	<i>Title</i>	<i>Revised/New /Delete</i>
Administration 1615	Use of Tobacco by Administrators	New
Program 2450	Adult and Community Education	Revised
Professional 3120	Employment of Professional Staff	Revised
Students 5350	Student Mental Health and Suicide	Revised
Students 5230	Late Arrival and Early Dismissal	Revised
Students 5200	Attendance	Revised
Students 5113.02	School Choice Options	Revised

Students 5512	Use of Tobacco	Revised
Property 7440.03	Small Unmanned Aircraft systems	New
Property 7434	Use of Tobacco on School Premises	Revised
Operations 8400	School Safety	Revised
Operations 8403	School Resource Officer	Revised
Operations 8462	Student Abuse and Neglect	Revised
Operations 8500	Food Services	Revised

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

035-20 Approve Authorization for Treasurer to Begin Bidding Process

A motion was made by Mrs. Javins and seconded by Mr. Sedivy approve the authorization for the Treasurer to begin the bidding process regarding Auburn Career Center – 2020 Administration Building Technology Room A/C Replacement Project. Also, approve Treasurer to engage in contract with AGM Energy Services for consultation as listed on the attachment. (Attachment #16)

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

036-20 Approve Option B2: Staggered 2-3 Initial Terms with Sunset

A motion was made by Mrs. Wheeler and seconded by Mrs. Javins to approve option B2: staggered 2-3 initial terms with sunset.

Expire 2023

- | | |
|-----------|-----------|
| Member 1 | Member 2 |
| Member 3 | Member 4 |
| Member 5 | Member 7 |
| Member 8 | Member 9 |
| Member 10 | Member 11 |

Expire 2025 (2 then 3)

- Member 7
- Member 8
- Member 9
- Member 10
- Member 11

Expire 2026 (3 then 3)

- Member 1
- Member 2
- Member 3
- Member 4
- Member 5

Member 6 (Annual Cycle)

Member 6* (Newbury Appointment Expires June 30, 2020 with no reappointment)

Member 6A** Appointment Expires 2021 with Reappointment every 5 years (e.g., 2026)

Member 6B Appointment Expires 2022 with Reappointment every 5 years (e.g., 2027)

Member 6C Appointment Expires 2023 with Reappointment every 5 years (e.g., 2028)

Member 6D Appointment Expires 2024 with Reappointment every 5 years (e.g., 2029)

Member 6E Appointment Expires 2025 with Reappointment every 5 years (e.g., 2030)

Pursuant to R.C. 3311.19(C)(1) and R.C. 3311.191(A)(2), any vacancy will be appointed for the remainder of the term only to avoid breaking the cycle.

** Initial Annual appointment begins July 1, 2020 and expires December 31, 2021

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

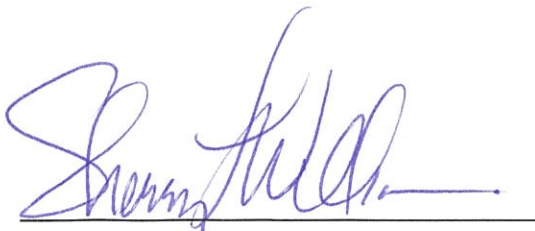
037-20 Adjourn

A motion was made by Mrs. Javins and seconded by Mr. Sedivy to adjourn the meeting at 7:41 p.m.

Roll Call: **Ayes:** Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent,
Mr. Klima, Mr. Stefanko, Mr. Sedivy, Mr. Walter and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed



Treasurer



Board President

**Auburn
Career Center**



Attachment Item #8

Render Financial Reports

Auburn Career Center
Cash Fund Balance Report
December 31, 2019

A

Fund	Description	FY Beginning Fund Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$ 6,474,056.44	\$ 189,899.23	\$ 4,953,511.24	\$ 723,120.84	\$ 5,462,623.23	\$ 5,964,944.45	\$ 974,998.14	\$ 4,989,946.31
002	Bond Retirement	\$ -	\$ -	\$ -	\$ -	\$ 71,795.48	\$ (71,795.48)	\$ -	\$ (71,795.48)
003	Permanent Improvement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
004	Building	\$ 1,093,230.30	\$ 10,000.00	\$ 50,000.00	\$ -	\$ 1,117,447.88	\$ 25,782.42	\$ -	\$ 25,782.42
006	Food Service	\$ -	\$ 16,254.18	\$ 98,181.52	\$ 12,187.23	\$ 84,974.19	\$ 13,207.33	\$ 25,618.26	\$ (12,410.93)
009	USSF	\$ 22,101.11	\$ 400.00	\$ 9,119.00	\$ 2,088.07	\$ 22,838.51	\$ 8,381.60	\$ 1,347.00	\$ 7,034.60
011	Rotary	\$ 1,207.21	\$ 3,194.03	\$ 13,529.75	\$ 2,268.59	\$ 16,012.42	\$ (1,275.46)	\$ 18,870.79	\$ (20,146.25)
012	Adult Education	\$ 108,927.89	\$ 28,667.05	\$ 636,908.87	\$ 113,615.59	\$ 706,457.68	\$ 39,379.08	\$ 185,418.07	\$ (146,038.99)
014	Rotary Internal Service Fund	\$ 2,605.73	\$ 98.89	\$ 481.24	\$ -	\$ 1,096.20	\$ 1,990.77	\$ -	\$ 1,990.77
018	Principal Fund	\$ 12,934.14	\$ 237.00	\$ 59,388.70	\$ 3,747.93	\$ 29,978.52	\$ 42,344.32	\$ 26,723.73	\$ 15,620.59
019	Trust Fund-Camp Discovery	\$ 162,070.36	\$ -	\$ 1,250.00	\$ 1,821.25	\$ 74,211.69	\$ 89,108.67	\$ 11,956.58	\$ 77,152.09
022	District Agency	\$ 10,304.76	\$ -	\$ -	\$ -	\$ 500.00	\$ 9,804.76	\$ 2,000.00	\$ 7,804.76
024	Employee Self Insurance Fund	\$ 9,330.40	\$ -	\$ 29,386.76	\$ 1,100.35	\$ 8,335.49	\$ 30,381.67	\$ 26,561.96	\$ 3,819.71
70	Capital Projects	\$ 304,345.32	\$ -	\$ 700,000.00	\$ -	\$ 293,548.13	\$ 710,797.19	\$ -	\$ 710,797.19
200	Student Activity Fund	\$ 79,290.07	\$ 14,547.95	\$ 25,349.94	\$ 9,074.22	\$ 23,708.42	\$ 80,931.59	\$ 40,156.31	\$ 40,775.28
451	Data Communication Fund	\$ -	\$ 2,500.00	\$ 3,400.00	\$ -	\$ -	\$ 3,400.00	\$ -	\$ 3,400.00
467	Student Wellness and Success Fund	\$ -	\$ -	\$ 28,354.26	\$ -	\$ -	\$ 28,354.26	\$ 2,200.00	\$ 26,154.26
499	Miscellaneous State Grants	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00
501	ABLE Literacy Fund	\$ 4,455.44	\$ 26,035.97	\$ 106,097.77	\$ 26,376.72	\$ 136,929.93	\$ (26,376.72)	\$ 12,645.00	\$ (39,021.72)
524	VEPD Secondary and Adult Fund	\$ 44,328.18	\$ 19,381.04	\$ 128,495.95	\$ 6,352.01	\$ 179,176.14	\$ (6,352.01)	\$ 170,313.52	\$ (176,665.53)
	Grand Totals	\$ 8,329,187.35	\$ 311,215.34	\$ 6,845,955.00	\$ 901,752.80	\$ 8,229,633.91	\$ 6,945,508.44	\$ 1,498,809.36	\$ 5,446,699.08

This is an unaudited financial report.

Auburn Career Center
Appropriation Account Summary
 12/31/2019

B

Fund	Dec Description	FYTD Appropriated	Carryover Encumbrances	FYTD Expendable	FYTD Expenditures	MTD Expenditures	Encumbered	FYTD Remaining	Percent Exp/Enc
001	General Fund	\$ 10,471,062.29	\$ 121,716.65	\$ 10,592,778.94	\$ 5,462,623.23	\$ 723,120.84	\$ 974,998.14	\$ 4,155,157.57	60.77%
002	Bond Retirement	\$ 613,599.00	\$ -	\$ 613,599.00	\$ 71,795.48	\$ -	\$ -	\$ 541,803.52	11.70%
003	Permanent Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
004	Construction	\$ 123,646.40	\$ 1,019,583.90	\$ 1,143,230.30	\$ 1,117,447.88	\$ -	\$ -	\$ 25,782.42	0.00%
006	Luncheon Fund	\$ 213,985.81	\$ -	\$ 213,985.81	\$ 84,974.19	\$ 12,187.23	\$ 25,618.26	\$ 103,393.36	51.68%
009	Uniform School Supply Fund	\$ 31,220.11	\$ -	\$ 31,220.11	\$ 22,838.51	\$ 2,088.07	\$ 1,347.00	\$ 7,034.60	0.00%
011	Customer Service Fund	\$ 14,736.96	\$ -	\$ 14,736.96	\$ 16,012.42	\$ 2,268.59	\$ 18,870.79	\$ (20,146.25)	236.71%
012	Adult Education Fund	\$ 1,528,934.12	\$ 12,114.08	\$ 1,541,048.20	\$ 706,457.68	\$ 113,615.59	\$ 185,418.07	\$ 649,172.45	57.87%
014	Rotary Internal Service Fund	\$ 1,636.97	\$ 1,450.00	\$ 3,086.97	\$ 1,096.20	\$ -	\$ -	\$ 1,990.77	35.51%
018	Principal Fund	\$ 160,638.70	\$ 11,684.14	\$ 172,322.84	\$ 29,978.52	\$ 3,747.93	\$ 26,723.73	\$ 115,620.59	32.90%
019	Other Grants	\$ 159,423.58	\$ 2,646.78	\$ 162,070.36	\$ 74,211.69	\$ 1,821.25	\$ 11,956.58	\$ 75,902.09	0.00%
022	Scholarships	\$ 9,304.76	\$ 1,000.00	\$ 10,304.76	\$ 500.00	\$ -	\$ 2,000.00	\$ 7,804.76	24.26%
024	Employee Benefits	\$ 57,361.25	\$ 1,355.91	\$ 58,717.16	\$ 8,335.49	\$ 1,100.35	\$ 26,561.96	\$ 23,819.71	59.43%
70	Capital Projects	\$ 832,948.32	\$ 171,397.00	\$ 1,004,345.32	\$ 293,548.13	\$ -	\$ -	\$ 710,797.19	29.23%
200	Student Activities	\$ 104,400.01	\$ 240.00	\$ 104,640.01	\$ 23,708.42	\$ 9,074.22	\$ 40,156.31	\$ 40,775.28	61.03%
451	School Net Connectivity	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	0.00%
467	Student Wellness and Success Fund	\$ 51,090.00	\$ -	\$ 51,090.00	\$ -	\$ -	\$ 2,200.00	\$ 48,890.00	4.31%
499	Misc. State Grant	\$ 357,496.31	\$ 4,455.44	\$ 361,951.75	\$ 136,929.93	\$ 26,376.72	\$ 12,645.00	\$ 212,376.82	41.32%
501	ABLE Literacy Fund	\$ 392,759.86	\$ 44,328.18	\$ 437,088.04	\$ 179,176.14	\$ 6,352.01	\$ 170,313.52	\$ 87,598.38	79.96%
524	VEPD Secondary and Adult	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
	Grand Total	\$ 15,126,044.45	\$ 1,391,972.08	\$ 16,518,016.53	\$ 8,229,633.91	\$ 901,752.80	\$ 1,498,809.36	\$ 6,789,573.26	\$ 58.90%

Percent Expended/Enc is the calculation of expended plus encumbered divided by FYTD Expendable
 This is an unaudited financial statement

Auburn Career Center
Monthly History Comparison-General Fund
December 31, 2019

C

	Monthly Comparison			Avg Chg	Annual Comparison				Remain 2020	Budget Expended
	Dec FY18	Dec FY19	Dec FY20		Actual 2018	Actual 2019	Budget 2020	50%		
Revenue										
Real Estate	\$ 2,639,733	\$ 2,566,948	\$ 2,778,673		\$ 4,916,774	\$ 5,781,137	\$ 5,001,229	\$ 2,434,281	(-) Good	51%
Commercial	\$ -	\$ -	\$ -		\$ 919,294	\$ -	\$ 859,906	\$ 859,906		0%
Tangible Personal (PU)	\$ 209,957	\$ 188,399	\$ 166,589		\$ 414,345	\$ 370,973	\$ 370,973	\$ 182,574		51%
Foundation	\$ 1,204,796	\$ 1,199,216	\$ 1,149,873		\$ 2,394,304	\$ 2,328,865	\$ 2,319,195	\$ 1,119,979		52%
Homestead & Rollback	\$ 406,559	\$ 411,172	\$ 427,173		\$ 809,948	\$ 830,183	\$ 830,183	\$ 419,011		50%
Other	\$ 349,631	\$ 416,621	\$ 380,785		\$ 409,978	\$ 772,987	\$ 512,566	\$ 95,945		81%
Subtotal	\$ 4,810,676	\$ 4,782,356	\$ 4,903,094		\$ 9,864,643	\$ 10,084,145	\$ 9,894,052	\$ 5,111,696		48%
Expense									(+) Good	
Salaries	\$ 1,915,549	\$ 1,942,308	\$ 2,086,477	4.4%	\$ 3,821,328	\$ 4,028,581	\$ 4,150,794	\$ 2,208,486		47%
Benefits	\$ 823,247	\$ 857,682	\$ 967,385	8.5%	\$ 1,730,209	\$ 1,784,586	\$ 1,953,670	\$ 1,095,988		44%
Purchased Services	\$ 725,828	\$ 718,252	\$ 913,077	13.0%	\$ 1,441,037	\$ 1,542,845	\$ 1,659,918	\$ 941,666		43%
Supplies	\$ 287,695	\$ 315,252	\$ 361,641	12.1%	\$ 428,385	\$ 492,966	\$ 566,783	\$ 251,531		56%
Capital Outlay/Equipment	\$ 111,481	\$ 181,999	\$ 281,271	58.9%	\$ 175,255	\$ 251,690	\$ 395,185	\$ 213,186		46%
Other	\$ 58,375	\$ 53,478	\$ 63,115		\$ 132,419	\$ 133,098	\$ 147,820	\$ 94,342		36%
Subtotal	\$ 3,922,175	\$ 4,068,971	\$ 4,672,967		\$ 7,728,633	\$ 8,233,767	\$ 8,874,170	\$ 4,805,199		46%
Revenue/Expense (Operating Balance)	\$888,501	\$713,385	\$230,127		\$ 2,136,010	\$ 1,850,378	\$ 1,019,882			
Other Uses										
Advances Returned	\$ 40,575	\$ 60,903	\$ 50,418		\$ 57,516	\$ (42,605)				
Advances Out	\$ -	\$ 114,000	\$ -		\$ 82,468	\$ 178,129				
Transfers	\$ 399,118	\$ 433,715	\$ 789,656		\$ 989,772	\$ 1,121,528				
Subtotal	\$ (358,543)	\$ (486,812)	\$ (739,239)		\$ (1,014,724)	\$ (1,342,262)				
Beginning Cash	\$ 5,657,561	\$ 6,650,948	\$ 6,498,166		\$ 7,069,633	\$ 7,568,876				
Ending Cash	\$ 5,374,611	\$ 6,192,515	\$ 5,964,944		\$ 5,965,939	\$ 6,474,056				
Encumbrances	\$ 872,617	\$ 1,025,232	\$ 974,998		\$ 115,351	\$ 121,717				

This is an unadited financial report.

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
Type: ACCOUNTS_PAYABLE										
Default Payment Type:	Check									
24886	51032	ACCOUNTS_PA	Check	12/2/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/3/2019		\$ 102.84
24887	51033	ACCOUNTS_PA	Check	12/2/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/3/2019		243.15
24888	51034	ACCOUNTS_PA	Check	12/2/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/3/2019		454.03
24889	51035	ACCOUNTS_PA	Check	12/2/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/3/2019		201.95
24890	51036	ACCOUNTS_PA	Check	12/2/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/3/2019		1,472.94
24912	51046	ACCOUNTS_PA	Check	12/6/2019	SALONCENTRI C	13024	RECONCILED	12/9/2019		1,883.73
24959	51047	ACCOUNTS_PA	Check	12/6/2019	INTERNAL REVENUE SERVICE	340	RECONCILED	12/12/2019		16.48
24957	51048	ACCOUNTS_PA	Check	12/6/2019	MICHAEL C SLOCUM	41888	RECONCILED	12/23/2019		275.00
24948	51049	ACCOUNTS_PA	Check	12/6/2019	DEBRA BROWN	41889	RECONCILED	12/11/2019		137.50
24931	51050	ACCOUNTS_PA	Check	12/6/2019	AUBURN CAREER CENTER	499	RECONCILED	12/9/2019		372.00
24919	51051	ACCOUNTS_PA	Check	12/6/2019	SHETLER OFFICE SOLUTIONS	41656	RECONCILED	12/11/2019		133.96
24941	51052	ACCOUNTS_PA	Check	12/6/2019	SALLY BEAUTY SUPPLY CO.	63	RECONCILED	12/11/2019		1,026.00
24918	51053	ACCOUNTS_PA	Check	12/6/2019	LAKE COUNTY DEPARTMENT	1435	RECONCILED	12/11/2019		1,869.21
24947	51054	ACCOUNTS_PA	Check	12/6/2019	AT&T	41770	RECONCILED	12/11/2019		174.97
24935	51055	ACCOUNTS_PA	Check	12/6/2019	ILLUMINATING COMPANY	925	RECONCILED	12/9/2019		17,953.96
24956	51056	ACCOUNTS_PA	Check	12/6/2019	TIME WARNER CABLE - NORTHEAST	13042	RECONCILED	12/17/2019		75.65
24925	51057	ACCOUNTS_PA	Check	12/6/2019	DE LAGE LANDEN FINANCIAL	41637	RECONCILED	12/12/2019		675.13
24924	51058	ACCOUNTS_PA	Check	12/6/2019	AT&T	171	RECONCILED	12/11/2019		2,660.84
24916	51059	ACCOUNTS_PA	Check	12/6/2019	MADISON	10906	RECONCILED	12/9/2019		10,833.34

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
		YABLE			LOCAL SCHOOLS					
24920	51060	ACCOUNTS_PA Check		12/6/2019	MAIL FINANCE	40153	RECONCILED	12/13/2019		\$ 730.61
24921	51061	ACCOUNTS_PA Check		12/6/2019	COMDOC INC.	8170	RECONCILED	12/10/2019		347.73
24929	51062	ACCOUNTS_PA Check		12/6/2019	NOC COG ONE STOP	40653	RECONCILED	12/18/2019		315.11
24954	51063	ACCOUNTS_PA Check		12/6/2019	GAZETTE NEWSPAPERS	11455	RECONCILED	12/9/2019		265.00
24955	51064	ACCOUNTS_PA Check		12/6/2019	GOODHEART-WILLCOX PUBLISHER	370	RECONCILED	12/10/2019		2,088.07
24943	51065	ACCOUNTS_PA Check		12/6/2019	ANDY'S AUTO PARTS LLC	41410	RECONCILED	12/11/2019		677.85
24952	51066	ACCOUNTS_PA Check		12/6/2019	SPEE-D-METALS	1679	RECONCILED	12/10/2019		48.00
24932	51067	ACCOUNTS_PA Check		12/6/2019	OCTM 2016 CONFERENCE	1449	RECONCILED	12/12/2019		99.00
24960	51068	ACCOUNTS_PA Check		12/6/2019	CHARDON OIL CO.	8287	RECONCILED	12/10/2019		177.54
24963	51069	ACCOUNTS_PA Check		12/6/2019	OHIO BUREAU OF WORKERS	6801	RECONCILED	12/9/2019		486.06
24950	51070	ACCOUNTS_PA Check		12/6/2019	WELLS FARGO VENDOR FIN SERV	41459	RECONCILED	12/10/2019		1,681.00
24958	51071	ACCOUNTS_PA Check		12/6/2019	PEARSON EDUCATION	11383	RECONCILED	12/10/2019		2,433.18
24930	51072	ACCOUNTS_PA Check		12/6/2019	VIVIANI FAMILY LIMITED	11774	RECONCILED	12/10/2019		1,623.95
24961	51073	ACCOUNTS_PA Check		12/6/2019	KERRI HATCH	41850	VOID		12/30/2019	65.00
24945	51074	ACCOUNTS_PA Check		12/6/2019	CITY OF P'VILLE UTIL.	215	RECONCILED	12/12/2019		802.92
24939	51075	ACCOUNTS_PA Check		12/6/2019	JOHNSON CONTROLS FIRE PROTECTION LP	40669	RECONCILED	12/10/2019		556.00
24938	51076	ACCOUNTS_PA Check		12/6/2019	HERMAN LOSELY & SON INC.	7944	RECONCILED	12/9/2019		25.42
24934	51077	ACCOUNTS_PA Check		12/6/2019	OAAE DISTRICT 3, KELSEY BOWERS	41436	OUTSTANDING			25.00
24914	51078	ACCOUNTS_PA Check		12/6/2019	NCS PEARSON, INC	12139	RECONCILED	12/9/2019		606.80
24949	51079	ACCOUNTS_PA Check		12/6/2019	ALRO STEEL CORPORATION	41193	RECONCILED	12/9/2019		1,538.53

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
24933	51080	ACCOUNTS_PA	Check	12/6/2019	MSC INDUSTRIAL SUPPLY CO. INC.	7489	RECONCILED	12/9/2019		\$ 1,301.49
24926	51081	ACCOUNTS_PA	Check	12/6/2019	SHELBY KAMINSKI	41393	RECONCILED	12/9/2019		133.57
24951	51082	ACCOUNTS_PA	Check	12/6/2019	JOYCE DICK	41353	RECONCILED	12/9/2019		262.28
24946	51083	ACCOUNTS_PA	Check	12/6/2019	DAVID COWEN	41608	RECONCILED	12/9/2019		88.56
24910	51084	ACCOUNTS_PA	Check	12/6/2019	LORI SMITH	7143	RECONCILED	12/9/2019		182.23
24913	51085	ACCOUNTS_PA	Check	12/6/2019	ALLISON ESACK	41446	RECONCILED	12/9/2019		344.52
24928	51086	ACCOUNTS_PA	Check	12/6/2019	KAREN HOWELL	41820	RECONCILED	12/9/2019		217.73
24940	51087	ACCOUNTS_PA	Check	12/6/2019	ROBIN ERNST-MERCER	41818	RECONCILED	12/18/2019		4.15
24927	51088	ACCOUNTS_PA	Check	12/6/2019	DAVID IVEY	41882	RECONCILED	12/9/2019		80.74
24937	51089	ACCOUNTS_PA	Check	12/6/2019	JESSICA SZOKA	40905	RECONCILED	12/23/2019		111.03
24922	51090	ACCOUNTS_PA	Check	12/6/2019	AMIE IRVING	41347	RECONCILED	12/9/2019		130.08
24915	51091	ACCOUNTS_PA	Check	12/6/2019	MARY ANN KERWOOD	1517	RECONCILED	12/9/2019		745.74
24923	51092	ACCOUNTS_PA	Check	12/6/2019	DENNIS C HARVEY	41173	RECONCILED	12/9/2019		48.72
24942	51093	ACCOUNTS_PA	Check	12/6/2019	DEE STARK-KURTZ	8279	RECONCILED	12/9/2019		48.72
24944	51094	ACCOUNTS_PA	Check	12/6/2019	ANGELA NELSON	40991	RECONCILED	12/9/2019		48.72
24911	51095	ACCOUNTS_PA	Check	12/6/2019	DAN CRAIL	13805	RECONCILED	12/9/2019		401.05
24917	51096	ACCOUNTS_PA	Check	12/6/2019	SARAH NOBLE	41412	RECONCILED	12/9/2019		207.32
24953	51097	ACCOUNTS_PA	Check	12/6/2019	CHRISTINE TREDENT	40990	RECONCILED	12/9/2019		100.00
24962	51098	ACCOUNTS_PA	Check	12/6/2019	BRIAN BONTEMPO	41373	RECONCILED	12/9/2019		52.95
24936	51099	ACCOUNTS_PA	Check	12/6/2019	LISA SPROWLS	41755	RECONCILED	12/9/2019		165.88
24966	51100	ACCOUNTS_PA	Check	12/9/2019	AMERICA EXPRESS	40915	RECONCILED	12/12/2019		5,566.70
24967	51101	ACCOUNTS_PA	Check	12/12/2019	ADVANCED GAS & WELDING	13407	RECONCILED	12/13/2019		1,723.94
24977	51102	ACCOUNTS_PA	Check	12/12/2019	BRANDI HOLLAND	12270	RECONCILED	12/23/2019		183.07

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
24993	51103	ACCOUNTS_PA	Check	12/12/2019	LUCINDA YOO	14013	RECONCILED	12/13/2019		\$ 11.19
24982	51104	ACCOUNTS_PA	Check	12/12/2019	FUTURE IMAGE PROMOTIONS	41176	RECONCILED	12/16/2019		498.75
24989	51105	ACCOUNTS_PA	Check	12/12/2019	GEOFFREY KENT	40796	RECONCILED	12/16/2019		255.72
24971	51106	ACCOUNTS_PA	Check	12/12/2019	ROGER MILLER	12737	RECONCILED	12/18/2019		250.97
24990	51107	ACCOUNTS_PA	Check	12/12/2019	LAKE COUNTY EDUCATIONAL	134	RECONCILED	12/12/2019		569.27
24975	51108	ACCOUNTS_PA	Check	12/12/2019	ILLUMINATING COMPANY	925	RECONCILED	12/13/2019		1,657.50
24978	51109	ACCOUNTS_PA	Check	12/12/2019	FIRE-SAFETY SERVICE, INC.	40316	RECONCILED	12/20/2019		1,132.00
24972	51110	ACCOUNTS_PA	Check	12/12/2019	JOHN D. PREUER & ASSOCIATES	7053	RECONCILED	12/13/2019		13,902.37
24979	51111	ACCOUNTS_PA	Check	12/12/2019	COUNTRYSIDE TRUCK SERVICE INC.	41602	RECONCILED	12/13/2019		2,911.87
24985	51112	ACCOUNTS_PA	Check	12/12/2019	PLATTENBURG AND ASSOC., INC.	40994	RECONCILED	12/20/2019		10,150.00
24981	51113	ACCOUNTS_PA	Check	12/12/2019	KEYSTONE	11900	RECONCILED	12/16/2019		157.00
24973	51114	ACCOUNTS_PA	Check	12/12/2019	LKQ TRIPLETT AUTO PARTS	41529	RECONCILED	12/17/2019		160.00
24969	51115	ACCOUNTS_PA	Check	12/12/2019	HEMLY TOOL SUPPLY INC.	8616	RECONCILED	12/17/2019		2,319.66
24987	51116	ACCOUNTS_PA	Check	12/12/2019	LAKE COUNTY SHERIFF'S OFFICE	11385	RECONCILED	12/16/2019		30.00
24984	51117	ACCOUNTS_PA	Check	12/12/2019	OCCTA /OHIO COSMETOLOGY CAREER TEACHERS ASSOCIATION	41828	OUTSTANDING			200.00
24974	51118	ACCOUNTS_PA	Check	12/12/2019	AUBURN CAREER CENTER	499	RECONCILED	12/13/2019		141.75
24970	51119	ACCOUNTS_PA	Check	12/12/2019	CHAGRIN VALLEY AUTO PARTS	240	RECONCILED	12/18/2019		585.61
24992	51120	ACCOUNTS_PA	Check	12/12/2019	UH GEAUGA MEDICAL CENTER	7298	OUTSTANDING			80.00
24983	51121	ACCOUNTS_PA	Check	12/12/2019	CRILE ROAD HARDWARE	551	RECONCILED	12/19/2019		1,585.14
24980	51122	ACCOUNTS_PA	Check	12/12/2019	SCREENVISION DIRECT	40250	RECONCILED	12/19/2019		624.00

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
24968	51123	ACCOUNTS_PA	Check	12/12/2019	GAZETTE NEWSPAPERS	11455	RECONCILED	12/17/2019		\$ 50.00
24991	51124	ACCOUNTS_PA	Check	12/12/2019	21ST CENTURY MEDIA - OHIO	414	RECONCILED	12/18/2019		725.00
24986	51125	ACCOUNTS_PA	Check	12/12/2019	MOUNTAIN MEASUREMEN T, INC.	40155	RECONCILED	12/31/2019		225.00
24988	51126	ACCOUNTS_PA	Check	12/12/2019	CLN PORTABLE RESTROOM	41790	RECONCILED	12/17/2019		105.00
24976	51127	ACCOUNTS_PA	Check	12/12/2019	MENTOR LUMBER & SUPPLY CO	834	RECONCILED	12/17/2019		13,427.87
24996	51128	ACCOUNTS_PA	Check	12/16/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/17/2019		1,430.02
25004	51129	ACCOUNTS_PA	Check	12/16/2019	HART & SONS CONCRETE	12552	OUTSTANDING			10,910.00
24997	51130	ACCOUNTS_PA	Check	12/16/2019	HERMAN LOSELY & SON INC.	7944	RECONCILED	12/20/2019		4,704.47
24994	51131	ACCOUNTS_PA	Check	12/16/2019	CDC MARS ELECTRIC CO.	1230	RECONCILED	12/18/2019		363.68
25003	51132	ACCOUNTS_PA	Check	12/16/2019	LOWE'S COMPANIES, INC.	11038	RECONCILED	12/23/2019		407.48
25001	51133	ACCOUNTS_PA	Check	12/16/2019	O'REILLY AUTOMOTIVE, INC	40813	RECONCILED	12/18/2019		888.68
25006	51134	ACCOUNTS_PA	Check	12/16/2019	PREMIER PAINT	1141	RECONCILED	12/30/2019		1,020.49
24995	51135	ACCOUNTS_PA	Check	12/16/2019	CHANNEY ELECTRONICS	1017	RECONCILED	12/20/2019		1,492.00
25002	51136	ACCOUNTS_PA	Check	12/16/2019	AT&T	171	RECONCILED	12/20/2019		502.81
25008	51137	ACCOUNTS_PA	Check	12/16/2019	WELLS FARGO FINANCIAL LEASING	40583	RECONCILED	12/20/2019		3,924.00
25020	51138	ACCOUNTS_PA	Check	12/16/2019	SPRINT	41733	RECONCILED	12/23/2019		92.08
25022	51139	ACCOUNTS_PA	Check	12/16/2019	MADISON LOCAL SCHOOLS	10906	RECONCILED	12/20/2019		10,833.34
25012	51140	ACCOUNTS_PA	Check	12/16/2019	OHIO SCHOOLS COUNCIL	812	RECONCILED	12/20/2019		4,128.00
25011	51141	ACCOUNTS_PA	Check	12/16/2019	TIME WARNER CABLE - NORTHEAST	13042	RECONCILED	12/24/2019		399.00
25021	51142	ACCOUNTS_PA	Check	12/16/2019	FIRST COMMUNICATI ONS LLC	10610	RECONCILED	12/18/2019		137.54

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
25015	51143	ACCOUNTS_PA	Check	12/16/2019	PAINESVILLE CITY LOCAL SCHOOLS	295	RECONCILED	12/18/2019		\$ 74.99
25016	51144	ACCOUNTS_PA	Check	12/16/2019	TREASURER, STATE OF OH	8101	RECONCILED	12/31/2019		68.25
25010	51145	ACCOUNTS_PA	Check	12/16/2019	LAKE COUNTY LANDSCAPE	41427	RECONCILED	12/20/2019		3,380.00
25013	51146	ACCOUNTS_PA	Check	12/16/2019	REFRIGERATION SALES CORP.	56	RECONCILED	12/20/2019		25.10
25014	51147	ACCOUNTS_PA	Check	12/16/2019	MAJOR WASTE DISPOSAL	570	OUTSTANDING			75.00
24998	51148	ACCOUNTS_PA	Check	12/16/2019	ROLL OFF INC.	11290	OUTSTANDING			410.00
25007	51149	ACCOUNTS_PA	Check	12/16/2019	UNITED PARCEL SERVICE	2108	RECONCILED	12/23/2019		11.00
25019	51150	ACCOUNTS_PA	Check	12/16/2019	WASTE MANAGEMENT OF OHIO	734	RECONCILED	12/23/2019		1,113.49
24999	51151	ACCOUNTS_PA	Check	12/16/2019	GCA SERVICES GROUP	41167	RECONCILED	12/19/2019		16,724.73
25017	51152	ACCOUNTS_PA	Check	12/16/2019	ACTIVE PLUMBING SUPPLY CO.	304	RECONCILED	12/18/2019		15.41
25009	51153	ACCOUNTS_PA	Check	12/16/2019	GENERAL PEST CONTROL CO.	11210	RECONCILED	12/23/2019		204.75
25018	51154	ACCOUNTS_PA	Check	12/16/2019	CHARDON OIL CO.	8287	RECONCILED	12/19/2019		700.58
25005	51155	ACCOUNTS_PA	Check	12/16/2019	THE AMERICAN BOTTLING COMPANY	41426	RECONCILED	12/23/2019		145.85
25000	51156	ACCOUNTS_PA	Check	12/16/2019	ALFRED NICKLES BAKERY INC	1071	RECONCILED	12/24/2019		118.56
25053	51161	ACCOUNTS_PA	Check	12/18/2019	SAM'S CLUB	8469	RECONCILED	12/23/2019		1,112.33
25057	51162	ACCOUNTS_PA	Check	12/18/2019	SPEE-D-METALS	1679	RECONCILED	12/23/2019		225.00
25033	51163	ACCOUNTS_PA	Check	12/18/2019	PRECIOUS CARGO	13744	OUTSTANDING			445.00
25045	51164	ACCOUNTS_PA	Check	12/18/2019	CORO MEDICAL, LLC	41831	RECONCILED	12/23/2019		3,750.00
25038	51165	ACCOUNTS_PA	Check	12/18/2019	SME	11554	RECONCILED	12/23/2019		3,000.00
25047	51166	ACCOUNTS_PA	Check	12/18/2019	AFFORDABLE UNIFORMS	13204	OUTSTANDING			105.26
25037	51167	ACCOUNTS_PA	Check	12/18/2019	MAINSTREAM ENGINEERING	41501	RECONCILED	12/26/2019		698.60
25061	51168	ACCOUNTS_PA	Check	12/18/2019	GEAUGA GROWTH	40116	RECONCILED	12/26/2019		379.00

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
25067	51169	ACCOUNTS_PA	Check	12/18/2019	PARTNERSHIP, INC		675 OUTSTANDING			\$ 900.00
25046	51170	ACCOUNTS_PA	Check	12/18/2019	SKILLS USA OHIO	41832	RECONCILED	12/30/2019		11,993.99
25036	51171	ACCOUNTS_PA	Check	12/18/2019	SHOWTIME SOUND	11994	RECONCILED	12/24/2019		111.00
25035	51172	ACCOUNTS_PA	Check	12/18/2019	OHIO DEPT OF AGRICULTURE	984	RECONCILED	12/23/2019		2,934.94
25034	51173	ACCOUNTS_PA	Check	12/18/2019	LINCOLN ELECTRIC CO.	12426	RECONCILED	12/24/2019		840.00
25048	51174	ACCOUNTS_PA	Check	12/18/2019	WILLO TRANSPORTATION	40250	RECONCILED	12/27/2019		624.00
25070	51175	ACCOUNTS_PA	Check	12/18/2019	SCREENVISION DIRECT	499	RECONCILED	12/20/2019		164.75
25044	51176	ACCOUNTS_PA	Check	12/18/2019	AUBURN CAREER CENTER	10826	RECONCILED	12/23/2019		246.06
25062	51177	ACCOUNTS_PA	Check	12/18/2019	MCMASTER-CARR SUPPLY CO.	11385	RECONCILED	12/23/2019		20.00
25055	51178	ACCOUNTS_PA	Check	12/18/2019	LAKE COUNTY SHERIFF'S OFFICE	41338	RECONCILED	12/24/2019		204.23
25039	51179	ACCOUNTS_PA	Check	12/18/2019	WEX BANK	41738	RECONCILED	12/24/2019		1,102.50
25052	51180	ACCOUNTS_PA	Check	12/18/2019	ESSENTIAL EDUCATION	8170	RECONCILED	12/23/2019		247.00
25068	51181	ACCOUNTS_PA	Check	12/18/2019	COMDOC INC.	13647	RECONCILED	12/24/2019		1,485.00
25069	51182	ACCOUNTS_PA	Check	12/18/2019	LORAIN CTY COMMUNITY COLLEGE	41342	OUTSTANDING			1,788.00
25054	51183	ACCOUNTS_PA	Check	12/18/2019	FA SOLUTIONS LCC	12424	RECONCILED	12/20/2019		672.00
25073	51184	ACCOUNTS_PA	Check	12/18/2019	PEPPLE & WAGGONER, LTD.	10092	RECONCILED	12/20/2019		75.44
25032	51185	ACCOUNTS_PA	Check	12/18/2019	HUNTINGTON NATIONAL BANK	41894	RECONCILED	12/23/2019		437.50
25049	51186	ACCOUNTS_PA	Check	12/18/2019	GREGORY BORDEN	41895	RECONCILED	12/27/2019		575.00
25050	51187	ACCOUNTS_PA	Check	12/18/2019	TAHARKA H ANKHENATON	41888	RECONCILED	12/24/2019		412.50
25058	51188	ACCOUNTS_PA	Check	12/18/2019	MICHAEL C SLOCUM	41896	OUTSTANDING			275.00
25041	51189	ACCOUNTS_PA	Check	12/18/2019	MARY SKLODOWSKI	13407	RECONCILED	12/19/2019		1,573.98
					ADVANCED					

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
		YABLE			GAS & WELDING					
25051	51190	ACCOUNTS_PA	Check	12/18/2019	META SOLUTIONS	13523	RECONCILED	12/19/2019		\$ 800.00
25040	51191	ACCOUNTS_PA	Check	12/18/2019	NCS PEARSON, INC	12139	RECONCILED	12/19/2019		4,683.40
25043	51192	ACCOUNTS_PA	Check	12/18/2019	ALRO STEEL CORPORATION	41193	RECONCILED	12/19/2019		2,277.95
25063	51193	ACCOUNTS_PA	Check	12/18/2019	DEE STARK-KURTZ	8279	RECONCILED	12/19/2019		84.30
25072	51194	ACCOUNTS_PA	Check	12/18/2019	DIANE MARJENIN	12755	RECONCILED	12/19/2019		41.41
25066	51195	ACCOUNTS_PA	Check	12/18/2019	JOYCE DICK	41353	RECONCILED	12/19/2019		74.94
25064	51196	ACCOUNTS_PA	Check	12/18/2019	MARY ANN KERWOOD	1517	RECONCILED	12/19/2019		61.25
25059	51197	ACCOUNTS_PA	Check	12/18/2019	LUCINDA YOO	14013	RECONCILED	12/19/2019		44.59
25060	51198	ACCOUNTS_PA	Check	12/18/2019	AMY RYAN	41013	RECONCILED	12/19/2019		190.24
25042	51199	ACCOUNTS_PA	Check	12/18/2019	SHELBY KAMINSKI	41393	RECONCILED	12/19/2019		66.93
25071	51200	ACCOUNTS_PA	Check	12/18/2019	TERESA DETWILLER	41389	RECONCILED	12/19/2019		165.88
25065	51201	ACCOUNTS_PA	Check	12/18/2019	JEFF SLAVKOVSKY	13632	RECONCILED	12/19/2019		142.22
25056	51202	ACCOUNTS_PA	Check	12/18/2019	BRIAN BONTEMPO	41373	RECONCILED	12/19/2019		286.75
25075	51203	ACCOUNTS_PA	Check	12/20/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/23/2019		215.88
25088	51204	ACCOUNTS_PA	Check	12/20/2019	AOCC	937	RECONCILED	12/27/2019		150.00
25079	51205	ACCOUNTS_PA	Check	12/20/2019	OHIO FCCLA	2745	OUTSTANDING			1,370.00
25076	51206	ACCOUNTS_PA	Check	12/20/2019	TWIST CREATIVE, INC	41416	RECONCILED	12/26/2019		3,750.00
25087	51207	ACCOUNTS_PA	Check	12/20/2019	AUBURN CAREER CENTER	499	RECONCILED	12/23/2019		90.85
25078	51208	ACCOUNTS_PA	Check	12/20/2019	ELBER SUPPLY	41457	RECONCILED	12/23/2019		722.24
25086	51209	ACCOUNTS_PA	Check	12/20/2019	LAKE COUNTY EDUCATIONAL	134	RECONCILED	12/23/2019		8,406.70
25083	51210	ACCOUNTS_PA	Check	12/20/2019	PERRY LOCALSCHOOLS	219	OUTSTANDING			179.99
25084	51211	ACCOUNTS_PA	Check	12/20/2019	ATWELLS POLICE & FIRE	1603	RECONCILED	12/23/2019		5,611.20

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
25080	51212	ACCOUNTS_PA	Check	12/20/2019	WESTERN RESERVE OFFICE SUPPLY	1065	RECONCILED	12/27/2019		\$ 269.82
25085	51213	ACCOUNTS_PA	Check	12/20/2019	WKKY	12341	RECONCILED	12/23/2019		396.00
25081	51214	ACCOUNTS_PA	Check	12/20/2019	21ST CENTURY MEDIA - OHIO	414	RECONCILED	12/24/2019		1,200.00
25082	51215	ACCOUNTS_PA	Check	12/20/2019	NEW READERS PRESS	4000	RECONCILED	12/23/2019		500.62
25077	51216	ACCOUNTS_PA	Check	12/20/2019	ADVANCED GAS & WELDING	13407	RECONCILED	12/23/2019		287.75
25089	51217	ACCOUNTS_PA	Check	12/23/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/27/2019		67.80
25090	51218	ACCOUNTS_PA	Check	12/23/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/27/2019		441.90
25091	51219	ACCOUNTS_PA	Check	12/23/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/27/2019		3,150.09
25092	51220	ACCOUNTS_PA	Check	12/23/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	12/27/2019		2,291.14
25096	51221	ACCOUNTS_PA	Check	12/30/2019	JOHNSTONE SUPPLY	13078	OUTSTANDING			540.68
25099	51222	ACCOUNTS_PA	Check	12/30/2019	LANDSTYLES, INC	41366	OUTSTANDING			1,600.00
25104	51223	ACCOUNTS_PA	Check	12/30/2019	TIME WARNER CABLE - NORTHEAST	13042	OUTSTANDING			78.56
25093	51224	ACCOUNTS_PA	Check	12/30/2019	DOMINION ENERGY OHIO	4003	OUTSTANDING			3,026.15
25105	51225	ACCOUNTS_PA	Check	12/30/2019	VERIZON WIRELESS	41745	OUTSTANDING			78.54
25098	51226	ACCOUNTS_PA	Check	12/30/2019	STATE CLEANING SOLUTIONS	12272	OUTSTANDING			99.19
25100	51227	ACCOUNTS_PA	Check	12/30/2019	ILLUMINATING COMPANY	925	OUTSTANDING			1,066.81
25094	51228	ACCOUNTS_PA	Check	12/30/2019	WWLC CHAMBER OF COMMERCE	40233	OUTSTANDING			240.00
25101	51229	ACCOUNTS_PA	Check	12/30/2019	DAWNCHEM, INC.	600	OUTSTANDING			1,573.23
25095	51230	ACCOUNTS_PA	Check	12/30/2019	AUBURN CAREER CENTER	499	OUTSTANDING			24.00
25097	51231	ACCOUNTS_PA	Check	12/30/2019	BORDEN DAIRY COMPANY	154	RECONCILED	12/31/2019		354.20

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
25102	51232	ACCOUNTS_PA YABLE	Check	12/30/2019	LAURA KAMIS	40763	RECONCILED	12/31/2019		\$ 52.90
25103	51233	ACCOUNTS_PA YABLE	Check	12/30/2019	KAREN HOWELL	41820	RECONCILED	12/31/2019		62.87
Default Payment Type: Electronic										\$ 266,578.66
24905	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	BANK ONE/MEMO/ME DICARE	900663	RECONCILED	12/14/2019		3,608.90
24906	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	Workers Comp	900950	RECONCILED	12/14/2019		1,070.65
25109	0	ACCOUNTS_PA YABLE	Electronic	12/31/2019	MEDICAL MUTUAL OF OHIO	999994	RECONCILED	12/31/2019		983.80
25029	0	ACCOUNTS_PA YABLE	Electronic	12/24/2019	SCHOOL EMPLOYEES RETIRE-	7727	RECONCILED	12/25/2019		8,341.71
24909	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	BANK ONE/MEMO/FIC A	900693	RECONCILED	12/14/2019		23.25
25031	0	ACCOUNTS_PA YABLE	Electronic	12/24/2019	STATE TEACHERS RETIREMNT SERS	480	RECONCILED	12/25/2019		25,716.96
24901	0	ACCOUNTS_PA YABLE	Electronic	12/6/2019		900926	RECONCILED	12/7/2019		1,083.53
24964	0	ACCOUNTS_PA YABLE	Electronic	12/9/2019	LAKE COUNTY SCHOOLS COUNCIL	999998	RECONCILED	12/14/2019		109,400.91
24904	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	SCHOOL EMPLOYEES RETIRE-	7727	RECONCILED	12/14/2019		7,026.16
25028	0	ACCOUNTS_PA YABLE	Electronic	12/24/2019	Workers Comp	900950	RECONCILED	12/25/2019		962.18
25030	0	ACCOUNTS_PA YABLE	Electronic	12/24/2019	BANK ONE/MEMO/ME DICARE	900663	RECONCILED	12/25/2019		3,298.78
24965	0	ACCOUNTS_PA YABLE	Electronic	12/9/2019	FLEX SAVE	999992	RECONCILED	12/14/2019		100.00
24907	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	STATE TEACHERS RETIREMNT	480	RECONCILED	12/14/2019		2,972.79
25108	0	ACCOUNTS_PA YABLE	Electronic	12/31/2019	MEDICAL MUTUAL OF OHIO	999994	VOID		12/31/2019	995.06
25074	0	ACCOUNTS_PA YABLE	Electronic	12/20/2019	SERS	900926	RECONCILED	12/21/2019		1,355.00
24903	0	ACCOUNTS_PA YABLE	Electronic	12/10/2019	STATE TEACHERS RETIREMNT	480	RECONCILED	12/14/2019		24,468.43

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
24908	0 ACCOUNTS_PA YABLE	Electronic		12/10/2019	SCHOOL EMPLOYEES RETIRE-	7727	RECONCILED	12/14/2019		\$ 1,117.22
										\$ 192,525.33
										\$ 459,103.99
Type:		REFUND								
Default Payment Type:										
24898	0 REFUND	Check		12/3/2019	CHERISH SHICK	41707	VOID		12/11/2019	1,715.00
25106	0 REFUND	Check		12/30/2019	DANIELLE L. LINDIC	13520	OUTSTANDING			108.81
25107	0 REFUND	Check		12/30/2019	KATARINA BRADARIC	41718	OUTSTANDING			955.76
24896	51037 REFUND	Check		12/3/2019	GLORIA FINCHIO	41700	RECONCILED	12/4/2019		1,715.00
24897	51038 REFUND	Check		12/3/2019	HANNAH MARHEFKA	41703	RECONCILED	12/4/2019		1,715.00
24899	51039 REFUND	Check		12/3/2019	CHERISH SHICK	41707	RECONCILED	12/4/2019		1,715.00
24900	51040 REFUND	Check		12/3/2019	KAYLEE GROMEK	41722	RECONCILED	12/4/2019		644.76
24894	51041 REFUND	Check		12/3/2019	WESLEY CECIL	41751	RECONCILED	12/16/2019		7,799.00
24891	51042 REFUND	Check		12/3/2019	CATHI PARR	41877	RECONCILED	12/6/2019		40.00
24895	51043 REFUND	Check		12/3/2019	DANIEL HAYMER	41884	OUTSTANDING			125.00
24893	51044 REFUND	Check		12/3/2019	LONDON LOCKLEAR	41885	RECONCILED	12/13/2019		563.34
24892	51045 REFUND	Check		12/3/2019	DRESHONA POLK	41886	RECONCILED	12/6/2019		1,715.00
25023	51157 REFUND	Check		12/17/2019	UNITED WAY OF LAKE COUNTY	1064	OUTSTANDING			582.12
25024	51158 REFUND	Check		12/17/2019	ANDY'S AUTO PARTS LLC	41410	RECONCILED	12/23/2019		75.01
25025	51159 REFUND	Check		12/17/2019	MONIQUE NOBLE	41698	RECONCILED	12/19/2019		1,715.00
25026	51160 REFUND	Check		12/17/2019	ZACHARY GERHARDT	41890	RECONCILED	12/23/2019		3,929.00
										\$ 25,112.80
										\$ 25,112.80
Type:		PAYROLL								
Default Payment Type:										
25027	0 PAYROLL			12/24/2019	AUBURN VOCATIONAL SCHOOL DISTR		RECONCILED	12/25/2019		213,802.13
24902	0 PAYROLL			12/10/2019	AUBURN		RECONCILED	12/14/2019		237,934.61

Posting Period: December 2019 (FY 2020)

1/2/20 10:44 AM

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
					VOCATIONAL SCHOOL DISTR					
Grand Total										<u>\$ 451,736.74</u>
										\$ 451,736.74
										\$ 935,953.53

Auburn Career Center
Bank Reconciliation
December 31, 2019

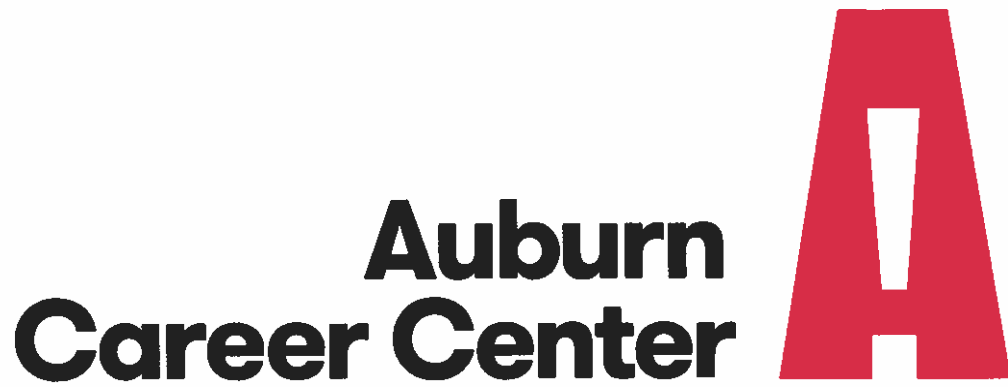
E

Dollar Bank - Main Depository	\$ 4,419,121.24
Huntington	\$ 18,578.61
O/S checks - a/p	\$ (27,474.97)
O/S checks - p/r	\$ (2,354.91)
Payroll Accum (O/S)-Checks NI	\$ -
Petty Cash	\$ 400.00
Change Funds	\$ 137.00
Net Operating Check + Cash	4,408,406.97
Health Care Deductible Pool - Dollar	\$ 26,572.34
Flexible Spending Account - Dollar	\$ 3,821.18
Star Ohio	\$ 106,747.30
Net Available Cash	\$ 4,545,547.79
Investments:	
UBS Financial	\$ 2,398,648.56
Total Investments	\$ 2,398,648.56
Balance per bank	\$ 6,944,196.35
Balance per books	\$ 6,945,508.44
+/- FSA Monthly Deduction Adjustment	\$ (1,312.09)
	\$ 0.00

Investments Report

F

Institution	Amount
UBS Financial	\$ 2,398,648.56
	\$2,398,648.56



Attachment Item #11

Human Resources

Auburn Career Center



Human Resources February 4, 2020

Adult Workforce Education 2019-2020

Name	Title	Hourly Amount
Ed Molzon	Certified Production Technician Instructor	\$30.00
Richard LaForce	Certified Production Technician Instructor	\$30.00
Jared Rogge	Welding Instructor	\$30.00
Lewis Fletcher	30-Hour OSHA Instructor	\$30.00

District Employee – Classified 2019-2020

Name	Title	Days	Step	Amount	Effective Date
Corey DiRocco	Teacher Assistant – Construction	85 Days	0	\$8,234.80	January 24, 2020



Attachment Item #12

*Approve Settlement
Agreement*

**FULL AND FINAL SETTLEMENT AGREEMENT,
RELEASE, DISCHARGE, AND COVENANT NOT TO SUE**

This Full and Final Settlement Agreement, Release, Discharge, and Covenant Not To Sue (“Agreement”) is entered into by and between the Auburn Vocational School District Board of Education (“Board”) and Alexis Arnold and Sharon Arnold (collectively, “Arnold”) in order to compromise, resolve, and settle a pending and imminent dispute, grievance, arbitration, administrative action, lawsuit, and appeal. The Board and Arnold (collectively, “Parties”) hereby agree to the following:

1. On or about January 13, 2020, the Board provided maintenance work on the vehicle owned by Arnold pursuant to a Hold Harmless Agreement, a copy of which is attached hereto and incorporated herein.
2. Arnold alleges that the Board caused damage to the vehicle on or about January 15, 2020, in the amount of Ninety Three Dollars and Ninety Four Cents (\$93.94) as set forth in the written receipt, a copy of which is attached hereto and incorporated herein.
3. Arnold alleges that the Board caused Arnold out-of-pocket expenses for towing services on or about January 15, 2020, in the amount of One Hundred Thirty Seven Dollars and Forty Four Cents (\$137.44) as set forth in the written receipt, a copy of which is attached hereto and incorporated herein.
4. The Board denies any and all liability to Arnold.
5. In consideration for the promises described in this Agreement and to settle any and all claims asserted or that could have been asserted against the Board, a check in the total amount of Two Hundred Thirty One Dollars and Thirty Eight Cents (\$231.38) shall be made payable to “Sharon Arnold” by the Board and delivered to Sharon Arnold at 12800 Greenbriar, Chardon, Ohio 44024, within thirty (30) days of execution of this Agreement by the Parties.
6. Arnold shall assume full responsibility for all federal, state, and local taxes and other payments, if any, owed on the Two Hundred Thirty One Dollars and Thirty Eight Cents (\$231.38) as set forth in Paragraph 5 herein, paid to Arnold pursuant to this Agreement. Arnold further agrees to indemnify and hold the Board, including all of its officers, members, students, employees, agents, legal representatives, and any other representatives in both their individual and official capacities, harmless from any taxes, penalties, interests, claims, demands, deficiencies, levies, executions, judgments, or recoveries by any governmental authority asserted against the Board, including all of its officers, members, students, employees, agents, legal representatives, and any other representatives in both their individual and official capacities, because of Arnold’s failure to pay applicable taxes with respect to the Two Hundred Thirty One Dollars and Thirty Eight Cents (\$231.38) as set forth in Paragraph 5 herein.

Settlement Agreement, Release, Discharge, and Covenant Not to Sue

7. This Agreement is comprehensive with respect to the sums to be paid to Arnold, and Arnold agrees that Arnold shall make no application to the Court for, or in any other manner seek, fees (attorney or otherwise) and/or costs (court or otherwise) in any way related to any and all disputes between the Parties.
8. Arnold specifically waives any right to interest on the amount of settlement for any delay in payment from the date of settlement until the date of payment, and specifically releases and discharges the Board, including all of its officers, members, students, employees, agents, legal representatives, heirs, administrators, executors, assigns, and any other representatives in both their respective individual and official capacities, from any claim or demand for interest on the settlement amount to which Arnold may or may not otherwise be entitled in accordance with *Hartmann v. Duffey*, 95 Ohio St.3d 456, 2002-Ohio-2486, 768 N.E.2d 1170 (Ohio); *Layne v. Progressive Preferred Insurance Co.*, 104 Ohio St.3d 509, 2004-Ohio-6597, 820 N.E.2d 867 (Ohio), or other applicable law.
9. In consideration for the promises described in this Agreement and to settle any and all disputes between the Parties; Arnold, as well as her agents, legal representatives, parents, guardians, former spouses, spouses, heirs, administrators, executors, assigns, and other representatives in both their respective individual and official capacities, hereby releases, discharges, and covenants not to sue the Board, as well as the Board's respective officers, members, students, employees, agents, legal representatives, administrators, executors, assigns, and other representatives in both their respective individual and official capacities from the beginning of time and in the future from any and all claims, grievances, demands, actions, causes of actions, and/or suits at law and/or equity and/or whatever kind of nature, whether now known or unknown and from continuing effects therefrom, including any and all claims arising out of or in any way related to any and all disputes between the Parties.
10. The Parties acknowledge that this Agreement and the consideration for it involves the resolution of disputed claims and that no presumption or construction shall be made in favor of or against any party based on the authorship of this Agreement.
11. The Parties acknowledge that this Agreement involves the resolution of disputed claims and that the Parties make no admission of wrongdoing through execution of this Agreement.
12. The Parties affirm that the only consideration for signing this Agreement are the terms stated above; no other promises or agreements of any kind have been made to cause the Parties to execute this Agreement; the Parties fully understand the meaning and intent of this Agreement, including, but not limited to, its final and binding effect; and the Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
13. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an

Settlement Agreement, Release, Discharge, and Covenant Not to Sue

executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

14. Any person signing this Agreement for a party represents and warrants that such person has the express authority to sign this Agreement for that party and to bind that party to the Agreement. Any person signing this Agreement further agrees to hold the opposing party harmless for any costs or consequences of the absence of actual authority to sign this Agreement.

THIS AGREEMENT HAS BEEN ENTERED INTO FOLLOWING OPPORTUNITY FOR FULL DISCUSSION, DISCLOSURE, AND CONSULTATION WITH LEGAL COUNSEL. AS A RESULT OF A FULL UNDERSTANDING OF THE CONTENTS OF THIS AGREEMENT, THE PARTIES VOLUNTARILY AND WITHOUT DURESS ENTER INTO THIS AGREEMENT.

FOR SHARON ARNOLD:

Sharon Arnold - Parent

Sharon Arnold

11/30/20

Date

FOR ALEXIS ARNOLD:

- MINOR -

Alexis Arnold

Date

Sharon Arnold - Parent

Sharon Arnold

11/30/20

Date

FOR AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Erik L. Walter, Board President*

Date

Dr. Brian Bontempo, Superintendent/Chief Executive Officer*

Date

Sherry Williamson, Treasurer/Chief Fiscal Officer*

Date

*This Agreement has no legal effect absent Board action.
Board Resolution No. _____

Settlement Agreement, Release, Discharge, and Covenant Not to Sue

**AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

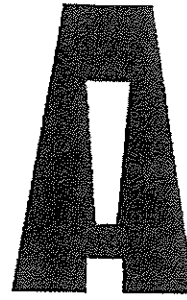
We certify that the Auburn Vocational School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Auburn Vocational School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Erik L. Walter, Board President
(In Official Capacity Only)

Brian Bontempo, Superintendent/Chief Executive Officer
(In Official Capacity Only)

Sherry Williamson, Treasurer/Chief Fiscal Officer
(In Official Capacity Only)

Auburn Career Center



HOLD HARMLESS AGREEMENT

Name: Alexis Arnold Telephone No.: 440 226 7214
Address: 12800 Greenbier dr
City: Chardon State: OH Zip: 44024
Service(s): _____
Total Cost: _____ Instructor(s): _____
Student(s) Performing Services: _____

I hereby acknowledge and understand that the Auburn Career Center (hereinafter referred to as "the Career Center") is a joint vocational school district which instructs students in various vocations, and that the above-stated student(s) (hereinafter referred to as "the Students") who will perform the above-stated services (hereinafter referred to as "the Services") are not fully licensed and/or trained to perform the Services.

Nevertheless, I hereby authorize the Students to perform the Services, and I hereby release and hold harmless the Career Center and its Board of Education, Board of Education members, officers, employees, agents, and students, both in their official and individual capacities, from any and all liability or demands for property damage and/or personal injury of any nature whatsoever directly or indirectly caused by or resulting from the performance of the Services.

Accordingly, I hereby assume all risk of property damage and personal injury of any nature whatsoever which may be directly or indirectly caused by or resulting from the performance of the Services, and I hereby waive my right to bring, assert, or file any claim, lawsuit, or cause of action against the Career Center or its Board of Education, Board of Education members, officers, employees, agents, or students, both in their official and individual capacities, for any such property damage or personal injury.

Alexis Arnold 11/13/19
Signature Date

**Auburn
Career Center**



Attachment Item #14A

Consent Agenda:

*Business Partnership
Affiliation Agreements*



*List of Business & Industry
Affiliation Agreements for Business Partnership*

Anytime Fitness

Gateway

Hess & Associates Engineering

Max Motil, Inc.

Mr. Excavator

Positive Energy Electrical

Punderson

Sand Ridge

Schwartz Land Survey

Shepp electric

Zingales



Attachment Item #14B

Consent Agenda:

*Lorain County Workforce
Development Agency MOU*

Lorain County Workforce Development Agency
Workforce Area 4
Memorandum of Understanding

This memorandum of understanding establishes a working agreement with the Lorain County Workforce Development Agency (LCWDA) functioning as the provider of Career Services for the area's comprehensive One-Stop Center – OhioMeansJobs Lorain County (OMJLC), and the educational provider (hereafter the "Vendor"). This agreement establishes the referral process, as well as the tuition and fees payment procedure for training offered by the Vendor. The agreement also implements reporting requirements on student/participants progress, completion of programs by OMJLC supported students, and the role of the Vendor in assisting those in training with job search efforts. It is understood by all parties that staff of OMJLC may make referrals of potential customers only to Vendors that at the time of referral appear on the State of Ohio Workforce Inventory of Education and Training (WIET) list that is maintained by the Ohio Department of Jobs and Family Services as required under the WIOA and on the list of vendors approved by the Lorain County Workforce Development Agency acting on behalf of the Lorain County Workforce Development Board (hereafter LCWDB).

Individuals who wish to enroll in the Vendor's program may be awarded funding from WIOA Adult, WIOA Dislocated Worker, CCMEP Youth or Trade Adjustment Assistance (TAA). Other funding from public or private sources may be used by the Vendor to cover tuition, fees and other education-related expenses provided that the staff of OMJLC determines the individual eligible for financial assistance and that the individual demonstrates an ability to successfully complete that educational component and is interested in enrolling in said program. By signing this agreement, the Vendor agrees to fulfill all duties and responsibilities contained in this agreement. Failure on the part of the Vendor to meet the commitments of this agreement may result in removal from the Eligible Training Provider List for Lorain County, with accompanying financial interruption, until all commitments are satisfactorily met.

The staff of OMJLC may award an Individual Training Account (ITA) to any eligible education or training provider entity when the institution offers a specific education or training program for eligible and suitable adults, dislocated workers or youth.

The terms and conditions of this MOU are described as follows:

1. SCOPE OF SERVICE

The Vendor agrees to deliver education and training and offer access to career services if available to eligible participants based on the acceptance of an approved Individual Training Account (ITA).

Consistent with the spirit and intent of WIOA, customer choice will be achieved through a comprehensive process to create a career development plan that includes training and will lead to employment and self-sufficiency. OMJLC staff will provide one-on-one career case management to help the customer make an informed training choice after looking at the WIET, program and cost information, and taking into consideration the dollar amount of the ITA and policies set by the LCWDB.

All potential students/participants are required to follow the local area's process which may include:

- Attending an OhioMeansJobs Lorain County orientation (mandatory)
- Attending and completing all required workshop modules

- Completing career exploration and labor market research
- Meeting with a staff member of OMJLC to develop an Employment or Individual Opportunity Plan (mandatory)
- Choosing a training provider by completing a school comparison for at least two institutions of choice that offered the desired education/training(s)
- Be determined eligible and suitable for funding by a staff member of OMJLC

If a customer selects a training program from the State of Ohio's WIET list that does not conform to the ITA policies set by the LCWDB, no funding may be expended for training of customers in that program, until such time as the program comes into compliance with the policies.

OhioMeansJobs Lorain County will provide the following:

- Approval of financial award to individuals to cover the costs of tuition, books and fees in support of an Employment or Individual Opportunity Plan, and provide/arrange supportive services to participants that have been rendered eligible and suitable for such services.
- Assurance that all customers referred to the Vendor with an ITA have been appropriately assisted by the staff of OMJLC, using forms and procedures specified in the standards and guidelines approved by the LCWDB.
- Assistance to the Vendor by providing case management services through OMJLC partners up to and including the individual's job search and the Vendor's job placement efforts.

The Vendor will:

- Supply OMJLC with career and job related information for potential students who might be interested in the Vendor's approved programs.
- Determine a student/participant's ability to enroll and successfully complete one of their programs based on minimum qualifications as set forth by the LCWDB approved training courses. The Vendor is under no obligation to accept and/or enroll referred customers who do not meet acceptance criteria, though documentation is required for the denial of a prospective participant's entrance into the desired program and actionable steps, if any, that could be taken in order for the participant's application to be reconsidered.
- Disclose to OMJLC staff all sources of grants, entitlement and/or scholarships monies held by the participant to avoid payment duplication. The Vendor will be required to complete a "Tuition Costs and Training Periods" form (**See Attachment 1A & 1B**) that must be submitted with all training requests and will include all funding sources supporting the training request.
- Provide or make available necessary academic or related counseling and /or assistance to ensure the customer's potential success. It is the responsibility of the Vendor to inform OMJLC staff of services provided to the individual as part of the requirement for reporting on the progress of students/participants while they are in the program.
- Make available job search assistance and placement services for the students/participants in cooperation with OMJLC staff. All students will be required to attend a Career Development workshop offered by

OMJLC, or an equivalent program provided by Vendor, in preparation for employment. The Vendor will assist OMJLC staff to ensure proper tracking of these services and results for each individual supported with the funding provided by partners of OMJLC.

- Maintain proper and applicable insurance coverage for students/participants enrolled under the terms and conditions of this MOU.
- Report changes in compliance with this agreement, which will negate agreement, necessitating reestablishment with LCWDA at a later date. Any monies due during this time will not be rendered until a satisfactory outcome can be arranged between parties.
- Comply with all terms, conditions and requirements in the Equal Employment Opportunity clause or revisions during the period of performance of this agreement.

2. TERM AND RATES

The tuition, fees and training related costs payable under this agreement will be in accordance with those identified by the Vendor and reported on the Tuition Costs and Training Periods form. This agreement is subject to the Vendor's appearance and continuation on the State of Ohio's Workforce Inventory of Education and Training list and on the list of vendors approved by the LCWDA.

3. REPORTING REQUIREMENTS

The Vendor agrees to produce reports on the status of students/participants' progress toward program completion and job placement:

- Submit required reports to OMJLC staff by the (10th) tenth day of the following month in which the electronic performance report request was received. The comprehensive performance report will contain sections aimed at measuring overall client success through various requests for information as outlined on the **Training Provider Status Update Worksheet (See Attachments 2A and 2B – Detail Explanations)**. The staff of OMJLC will provide the Vendor with a report format. **Failure to turn in the reports by the established deadline could result in the Vendor being placed in a probation status and could lead to a hold on new enrollees, as well as, a hold on any payments for invoices that have been submitted.**
- Other verifiable specific program information as deemed appropriate by the State of Ohio or OMJLC.

4. PAYMENT SCHEDULE

Payments are conditional and based upon receipt of an approved ITA voucher. **Payments will not be made for training conducted without an approved ITA voucher.**

If a student/participant withdraws from a training program, payment will be based on the Vendor's published withdrawal or refund policy.

- All invoices should include the name and Social Security Number of the participant/student, the ITA number, and supporting documentation for tuition, fees and other training related costs.
- The Vendor is responsible for accurately documenting all State and/or Federal financial aid payments

received by each student/participant.

- The Vendor is responsible for prorating and refunding tuition, fees and other training related costs according to the Vendor's published Refund Policy. **The Vendor must inform the staff of OMJLC in writing (within 30 business days) when a customer drops out or discontinues for any reason.**

All invoices and supporting documentation shall be sent in a timely manner to:

* FA IS 45days

Lorain County Workforce Development Agency
42495 North Ridge Road
Elyria, OH 44035

Attention: Fiscal Officer

- Final invoices for each program year ending on June 30 must be submitted by June 15. The Vendor must contact LCWDA in cases when this deadline may not be met.

5. AUDIT EXCEPTIONS

The Vendor 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. The Vendor agrees to pay the LCWDA on behalf of the LCWDB for all amounts due as a result of audit exceptions through this Agreement.

6. AVAILABILITY OF FUNDS

This Memorandum of Understanding is contingent upon the availability of Federal, State, or local funds that are appropriated or allotted for payment(s) under this agreement.

Eligibility will be determined in accordance with the LCWDB local priority of services policy that guides the system when funds allocated for adult and dislocated worker activities are limited.

This agreement alone does not constitute a commitment for referral. 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 MOU; and where after an authorized student/participant enrolls in the authorized activities at the training organization (Vendor).

7. QUALIFYING LEGISLATION

This MOU is subject to all the language of the Workforce Innovation and Opportunity Act (WIOA) of 2014 and 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 WIOA and said Parts 660 through 671 of Title 20 CFR, including Part 652, the terms of the WIOA and the said CFR shall prevail and govern the performance of the parties hereunder.

At any time during this agreement, the staff of OMJLC may exercise the option to make referrals only to training courses providing occupational skills training related to the ODJFS defined demand occupations.

8. INDEMNITY

The parties agree to be responsible for any personal injury or property damage caused by the negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this MOU shall impute or transfer any such responsibility from one to the other.

9. RELATIONSHIP

Nothing in this MOU is intended to, or shall be deemed to constitute a partnership, association or joint venture with the Vendor in the execution of the provisions of this agreement. The Vendor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or other liability on LCWDA or OMJLC partners.

10. TERMINATION/CANCELLATION OF AGREEMENT

The rights and remedies 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.

- LCWDA by written notice may terminate this MOU, in whole or in part, when the LCWDA determines that it is in the best interest of the LCWDA to do so. In such event, the Vendor shall be paid to the date of termination for all such work that has been properly performed hitherto.
- LCWDA shall cancel this MOU for noncompliance with any requirement of the WIOA, the regulations promulgated under the WIOA, and any other applicable by law.
- LCWDA may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this MOU if it is found, after notice and hearing by the LCWDA on behalf of the LCWDB, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Vendor, or any agent or representative thereof, to any officer or staff member of OMJLC 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 LCWDA on behalf of the LCWDB makes such findings shall be in issue and maybe reviewed by the appropriate officials of the State of Ohio.
- If the Vendor fails to perform under this MOU or fails to make sufficient progress, so as to endanger performance, the LCWDA may cancel this agreement, in whole or in part, upon written notice to the Vendor as a result of its failure to remedy such conditions within 30 calendar days of receipt of such notice. In the event of such cancellation, the Vendor 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 Vendor has in fact performed properly, the cancellation will be authorized.

11. SEVERABILITY

If any term or provision of this MOU 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.

12. REMEDIES

The rights and remedies of the LCWDA 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.

13. MODIFICATION OF THE AGREEMENT

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

No letter, facsimile, or communication passing between the parties covering any matter during the term of this MOU 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 Lorain County Workforce Development Agency and the Vendor's authorized signatory.

14. RIGHTS PROTECTION LEGISLATION

The Vendor 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 Vendor assures that no portion of its participation in the 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.

15. RECORD RETENTION

The Vendor shall maintain a complete file of all records, communications, and other written materials which relate to the delivery of services indicated in this MOU and that upon request of the LCWDA shall make such records available, and the Vendor 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 LCWDA audit findings pursuant to this Agreement remain unresolved.

16. FINANCIAL RECORDS

The Vendor 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 MOU and its terms. Such records shall be subject, at all reasonable times, for inspection, review, or audit by duly authorized Federal, State or LCWDA personnel.

17. MONITORING

The LCWDA, as well as ODJFS and DOL, and any other Federal or State agency, as legally authorized, shall have the right to monitor all activities as deemed necessary and appropriate under this MOU for which funds have been provided.

18. CONFIDENTIALITY

The Vendor agrees to comply with all Federal and State laws applicable to the staff of OMJLC and/or students/participants of OMJLC funded services concerning the confidentiality of those students/participants. The Vendor 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.

19. CONFLICT OF INTEREST

No officer, employee, or agent of the LCWDB, LCWDA or OMJLC partners and of the Vendor who exercises any functions or responsibilities in connection with this MOU, shall have any personal financial interest, direct or indirect, in this agreement. In the event that a conflict of interest should arise, the Vendor will report such conflict to the LCWDA immediately which may result in termination of the MOU in accordance with Section 13 or any other relevant provision of this agreement.

This MOU represents 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.

The Vendor will abide by all subsequently published revisions, modifications, thereto, immediately after receipt of written notice from the LCWDA.

By signature to this MOU, the LCWDA, acting on behalf of the LCWDB and the Vendor, agree that this MOU describes and affirms our commitment to serve the dislocated and unemployed according to the Strategy guidelines contained within the document.

Lorain County Workforce Development Agency

Authorized Signature

Date

TRAINING INSTITUTION NAME

Authorized Signature

Print Name

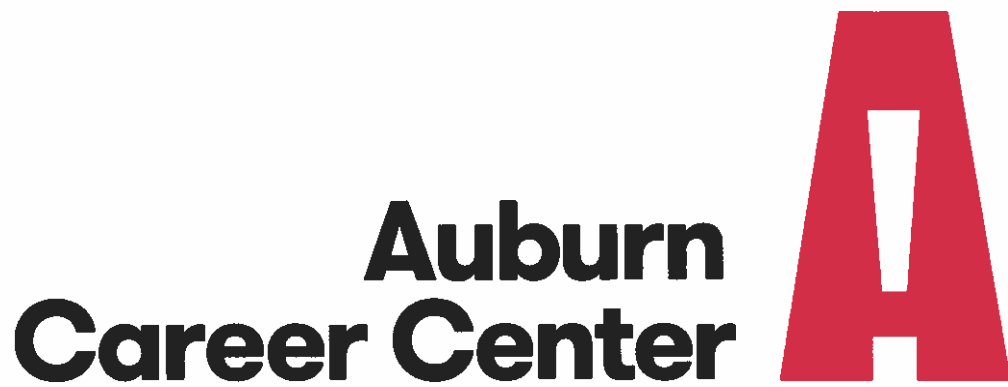
Date

Phone Number

Email Address

Address

City, State, Zip Code



Attachment Item #14C

Consent Agenda

*Crossroads Health Service
Agreement*

**AGREEMENT FOR SERVICES
BETWEEN
Crossroads Health
AND
Auburn Joint Vocational School District**

THIS AGREEMENT is made by and between Crossroads Health, an Ohio not-for-profit corporation, and Auburn Joint Vocational School District ("District").

WHEREAS, Crossroads Health is an Ohio-based not-for-profit tax-exempt corporation that provides a set of comprehensive behavioral health prevention, intervention, assessment, and treatment services for children, youth, and families in school-based and other settings; and,

WHEREAS, The District is a school district organized under the laws of the State of Ohio; and is licensed, certified or approved to provide educational services to children in accordance with Ohio laws, and desires to enter into an agreement with Crossroads Health to provide school-based behavioral health prevention, intervention, and treatment services for children, youth, and families as described under this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, Crossroads Health and the District agree as follows:

I. DEFINITIONS

1.0 Agreement. Shall mean this Agreement for Services and all exhibits, attachments, schedules and amendments hereto.

1.1 Covered Services. Behavioral health prevention, intervention, assessment, and treatment services provided to children, youth, and families as defined by the Ohio Department of Mental Health and the Ohio Department of Alcohol and Drug Abuse Services.

1.2 Participant. Shall mean a child or youth who is eligible to have Covered Services paid for by the District or by Medicaid.

II. SERVICES

Subject to the terms and conditions herein and subject to the requests of the District, the parties agree to the following:

2.0 Crossroads Health agrees to provide services to Participants as authorized by the District. The District will cooperate with Crossroads Health to assure that eligible Participants receive access to professional services that are appropriate to assure quality and continuity of care. The District will not be required to purchase any specific amount or type of services.

2.1 Crossroads Health agrees to submit progress reports to the District, and the parent(s) or appropriate guardian, as negotiated by the parties for each child. The progress report should include documentation of all services provided to the child, as well as, any specifics that would assist the District in the education and management of the Participant.

2.2 Crossroads Health agrees to participate in joint service planning with the parent(s) or appropriate guardian and the District). The District agrees that the parent(s) or appropriate guardian and Crossroads Health will have input into the development of the child's plan of services and, any disputes involving services or placement shall be resolved through mutual agreement.

2.3 The District agrees to notify Crossroads Health as soon as practicable if any of the following occur to

the child receiving services to the extent permitted by law: (1) the child is suspended or expelled; (2) the child received emergency medical treatment; and/or (3) the child is a victim or a perpetrator of a crime.

2.4 Crossroads Health agrees to provide appropriate notice to the parent(s) or appropriate guardian and the District for each child who is being terminated from Crossroads Health's services and to submit a progress summary with that month's invoice or within 20 days following termination, whichever is greater.

III. TERM AND TERMINATION

3.0 Term. This Agreement will be effective the second semester of the 2019-2020 school term.

3.1 Termination. This Agreement may be terminated at anytime by mutual agreement of both parties. This Agreement may be terminated at any time by either party upon sixty (60) days prior written notice to the other party. This Agreement may be terminated immediately if there is any material default in the performance of the terms and conditions of this Agreement which default has not been cured within thirty (30) days following written notice of such default. Crossroads Health may terminate this Agreement upon thirty (30) days written notice to the District in the event that it is unable to pay for services rendered under this Agreement. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

IV. COMPENSATION

4.0 Services. The District agrees to pay Crossroads Health according to the terms and conditions of Appendix A.

4.1 Hold-Harmless. The payments by the District will be the sole compensation for services rendered under this Agreement with the exception that Crossroads Health will bill Medicaid for Medicaid reimbursable services when the Participant is enrolled in Medicaid. Crossroads Health agrees not to bill Participants and to hold harmless individual Participants in the event that the District cannot pay for school-based services only. The Alcohol, Drug Abuse, and Mental Health Services Board (ADAMHS) of Lake County supplements the difference between the service fees paid by the schools and Crossroads Health's costs associated with delivering these services.

V. BILLING

5.0 Invoicing. Crossroads Health will submit to the District on a monthly basis, a detailed invoice for services specifically delivered. All invoices shall include the following information:

- 1) Crossroads Health's name, address, telephone number, fax number, and federal tax identification number.
- 2) Billing date and the billing period.
- 3) Name of child, date of birth of child, and date, length, and type service provided.
- 4) Service date(s).
- 5) Agreed upon rate of reimbursement.

5.1 Timeliness of Invoicing. A completed invoice will be submitted no later than thirty (30) days after the delivery of service.

5.2 Timeliness of Payments. The District will make payment to Provider within thirty (30) days of receipt of a properly submitted invoice.

5.3 Adjustments. All invoices will be considered final unless adjustment is requested by Crossroads Health in writing within sixty (60) days after submission.

5.4 Payment Denial and Appeal Process. In the event that a payment for a rendered service is denied by the District, Crossroads Health may submit an appeal to the District. The District will provide a representative to review the invoice and to discuss the reason for denial and to adjust the payment if appropriate. In the event of any dispute arising from any bill submitted by Crossroads Health, each party will have access to all reasonable and necessary documents and records that would, at the discretion of either party, tend to sustain its claim. Participant records will only be released to the extent allowable under Ohio and federal law. Crossroads Health will not be liable for payment for services provided to Participants which have not been authorized according to Section II of this agreement.

5.5 Reports. Crossroads Health will provide the District with mutually agreed upon periodic reports regarding Participants' utilization based upon billing information collected and maintained by these entities.

VI. CERTIFICATION

6.0 Certification. Crossroads Health shall maintain applicable state certifications and appropriate professional and organizational licenses. Crossroads Health warrants that each professional provider of service is appropriately licensed in the State of Ohio and certified in his/her specialty.

6.1 Verification. Credential verification is the review of licenses, diplomas, transcripts, certificates, or other documentation of an individual's qualification to provide services under this Agreement. For clinicians, it is the verification of appropriate educational and licensure credentials. For other staff, the process includes the completion of any education or skills training necessary to provide specific services and a criminal background check. Crossroads Health agrees to verify individual credentials of clinicians and other service providers employed by Crossroads Health who provide services under this Agreement. Crossroads Health warrants that it is making the necessary criminal background checks required by Ohio Administrative Code and is in compliance with the code governing hiring and contracting. Credential verification may be conducted by Crossroads Health or delegated to an accredited credentialing organization. Crossroads Health agrees to submit a summary of its credential verification process to the District upon request. Crossroads Health agrees to allow the District to monitor the credential verification process by periodic review, including random spot checks of documentation.

6.2 Notification. Crossroads Health agrees to notify the District if it loses state certification, or organizational or individual professional licensure for any of these services, which may constitute a default subject to Section III (Termination).

VII. ASSIGNMENT

7.0 This agreement cannot be assigned or delegated by Crossroads Health without the prior written approval of the District.

VIII. COOPERATION

8.0 Cooperation between the Parties. Crossroads Health and the District agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits and access to services for Participants at the agreed rates and with quality standards.

8.1 Quality Assurance and Improvement. The District agrees to cooperate with Crossroads Health in its implementation of effective quality assurance and improvement programs, subject to state and federal laws applying to access to records. Crossroads Health agrees to provide services in accordance with the services authorized by the District, and submit reports as required.

IX. GRIEVANCES AND APPEALS

9.0 The Parties agree to cooperate and upon request to furnish any relevant information to one another, in resolving any Participant's grievance or appeal related to the provision of services.

X. DISPUTES

10.0 In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement, both parties agree to resolve disputes by meeting or teleconference within sixty (60) days of the date such dispute was brought to the attention of one party by the other party. In the event that the parties are unable to reach a resolution of the dispute, either party may give the other party written notice of its intent to terminate this Agreement in accordance with Section 3.1: Termination.

XI. INSURANCE AND INDEMNIFICATION

11.0 Insurance. Crossroads Health shall secure and maintain at its expense throughout the term of this Agreement such policy or policies of general liability and professional liability (malpractice insurance) as shall be necessary to insure Crossroads Health, its employees, its agents, and contracted providers against any claims for damages arising by personal injury or death, occasioned directly or indirectly in connection with the performance of any services by said providers. Coverage limits shall be at least in the amount specified in Ohio Statutes. Crossroads Health will give thirty (30) days' notice of termination of insurance. Upon entering into this Agreement, Crossroads Health will provide, if requested, the District with a Certificate of Insurance to confirm compliance with this Section XI. Prior to the modification, expiration and/or cancellation of insurance coverage, Crossroads Health will secure replacement coverage and provide the District with a Certificate of Insurance, if requested.

11.1 Notice of Potential Complaint or Grievance. The Parties agree to promptly advise one another in the event either has reason to believe a complaint or grievance may exist against it for services performed under this Agreement.

XII. NONDISCRIMINATION/CIVIL RIGHTS COMPLIANCE/LIMITED ENGLISH PROFICIENCY

12.0 In connection with the performance of work under this agreement, both parties agree to comply with applicable federal and state laws regarding nondiscrimination and equal employment opportunities including the Americans with Disabilities Act of 1990, 42 U.S.C., Section 12101, et seq., and the regulations promulgated there under. Both parties agree not to discriminate against any employee or applicant for employment for any reason consistent with the law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Both parties further agree to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. Crossroads Health understands that it must be in compliance with all applicable state and federal statutes and regulations relating to nondiscrimination in employment and service delivery. Crossroads Health also understands that it is required to provide equality opportunity for Participants with Limited English Proficiency ("LEP") and provide language access services to populations of persons with LEP who are eligible to be served. Crossroads Health understands that complaints of Participants or applicants related to civil rights compliance must be reported to the District and will be investigated by the District and Crossroads Health.

XIII. SUBROGATION

13.0 Crossroads Health agrees to cooperate with the District on all subrogation matters including but not limited to notifying the District within twenty-four (24) hours of an incident and forwarding copies of all documents and reports pertaining to the incident as they become available.

XIV. RECORDS

14.0 Maintenance of Records. Crossroads Health will maintain books and records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws. Crossroads Health agrees to preserve the full confidentiality of clinical records and protect from unauthorized disclosure all information, records, and data collected under this Agreement. Access to this information shall be limited to persons who, or agencies which, require the information in order to perform their duties and such others as may be required. Participants and their authorized representatives shall have access to their clinical records upon reasonable notice and in accordance with applicable law.

14.1 Access to Records. Crossroads Health will allow duly authorized agents or representatives of the District, during normal business hours, access to its premises to inspect, audit, monitor, copy or otherwise evaluate the performance of Crossroads Health's contractual activities and will forthwith produce all records requested as part of such an audit or review. Such access shall include the right to reproduce all such records and material and to verify reports furnished in compliance with this agreement. In the event that the right of access is requested under this section, Crossroads Health will, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the state or federal personnel conducting the audit or inspection effort. Crossroads Health agrees to comply with any requirements issued by the District as a result of such inspection or audit. All inspections or audits will be conducted in a manner as will not unduly interfere with the performance of Crossroads Health's activities. All information obtained during an audit or review will be treated as confidential.

14.2 Permission for Review of the Records Related to this Agreement. Upon written request, Crossroads Health will make available those contracts, books, documents or records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to six (6) years after the rendering of such services.

14.3 Record copying fees. Crossroads Health will copy and provide Participant records for the District, as requested, to provide continuity of care, assuming appropriate parental releases have been executed. Crossroads Health will not seek reimbursement from the District for clinical record copies.

XV. CONFIDENTIALITY OF PROPRIETARY INFORMATION

15.0 Crossroads Health and the District agree that performance of this agreement will result in employees' access to confidential information. Such information may include but not be limited to Participant clinical records, and certain proprietary and management information concerning both organizations. Both parties agree that any employees assigned to perform services or who otherwise have access to such information will be made aware of the confidential nature of such information. Crossroads Health agrees to comply with applicable federal and state rules and regulations including but not limited to those promulgated from HIPAA.

XVI. INDEPENDENT CONTRACTOR

16.0 The relationship between the District and Crossroads Health under this Agreement will be construed and deemed to be between independent contractors and for the sole purpose of carrying out the terms of this Agreement. Nothing in this Agreement will be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal-agent relationship. As between Crossroads Health and the District, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner in which any other performs its obligations.

XVII. OSHA REQUIREMENTS

17.0 Crossroads Health agrees to require its employees to comply with all applicable OSHA requirements.

XVIII. COMPUTER MALFUNCTION CONGENGENCY PLANS

18.0 Crossroads Health warrants that it has a contingency plan to ensure its ability to meet its obligations under this agreement in the event that it or its vendors experience any type of computer malfunction, including data changes that may affect mission-critical systems.

XIX. ADVERTISING

19.0 Crossroads Health and the District agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials unless prior written approval is obtained. Consent shall be deemed given if not received in thirty (30) working days from the date of the request.

XX. NONEXCLUSIVITY

20.0 The parties enter into this Agreement on a nonexclusive basis.

XXI. NON-POACHING

21.0 During the term of this Agreement and for twelve months following its expiration or termination, the District shall not hire, employ or engage, whether directly or indirectly, any persons who were employees of Crossroads Health during the term of this Agreement. In the event that the District violates this provision, it shall provide to Crossroads Health immediately upon a demand a fee equal to 1.5 times the annualized salary or compensation of the subject person(s). The Parties may wave this paragraph with mutual written consent.

XXII. NOTICE

22.0 Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Crossroads Health
ATTN: Lauren Wright, LPCC-S
Director of Community Based Services
8445 Munson Road
Mentor, OH 44060

Auburn Joint Vocational School District
ATTN: Jeff Slavkovsky
Executive Director of Career-Technical Education
8221 Auburn Road
Concord Township, OH 44077

XXIII. MISCELLANEOUS

23.0 Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

23.1 Modifications: This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. Notice to or consent of Participants shall not be required to effect any modifications to this Agreement.

23.2 Invalidity or Non-enforceability: The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

23.3 Enforcement: This Agreement shall be interpreted in accordance with the laws of the State of Ohio. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Lake County, Ohio.

IN WITNESS WHEREOF, the undersigned concur with the terms, conditions and understandings as set forth in this Agreement and have executed the Agreement as of the date and year first written above:

CROSSROADS HEALTH
8445 Munson Rd.
Mentor, OH 44060

By: _____
By: _____
Chief Executive Officer
Date: _____

AUBURN JOINT VOCATIONAL SCHOOL DISTRICT

By: _____
By: _____
Treasurer
Date: _____

By: _____
By: _____
Board of Education President
Date: _____

By: _____
By: _____
Superintendent
Date: _____

**APPENDIX A
PAYMENT AGREEMENT
NEW AMENDED**

This payment agreement by and between Crossroads Health and Auburn Joint Vocational School District is in effect for the term of the contract, unless amended by both parties, for the services and the reimbursement rates as listed below.

Ongoing clinical services at Auburn Joint Vocational School District

Students attending Auburn Joint Vocational School District will be eligible for ongoing clinical services. Crossroads Health will conduct a diagnostic assessment, and develop an individualized service plan (ISP) outlining specific services, goals and objectives. These services may include:

- (1) Individual in-school support, and specialized assessment, as appropriate.
- (2) Ongoing group services for identified students.

Other Services: Screening, short term sessions as indicated, crisis screening, consultation with staff, educational presentations, professional development, general classroom presentations and skill building groups (such as social skills, coping skills etc.)

The following amounts were agreed upon for this contract period:

Crossroads Health will provide one staff as agreed upon by the district to be used by Auburn Joint Vocational School District. This staff will be on site 1 day a week. Exceptions will be when staff needs to attend Crossroads Health meetings, trainings etc. In addition, there will be days where staff may start their work day later to allow for availability to conduct home or office based services with the students and families.

Total Contract Value for services rendered: \$6,400.00

This contract may be billed out at a variable rate due to staffing. Monthly billing will be \$6,400 per FTE-equivalent over the 10 months, August through May. A one-day per week employee is the equivalent of 0.2 FTE, thus, the cost per month per one-day per week employee is \$1,280.

Crossroads Health's Signature Date

Auburn Joint Vocational School District Signature Date

**Auburn
Career Center**



Attachment Item #15

Policy Modifications

Second/Final Reading

Book Policy Manual
Section Vol. 38, No. 1 - August 2019
Title Vol. 38, No. 1 - August 2019 Revised ADULT AND COMMUNITY EDUCATION
Code po2450
Status From Neola
Adopted July 1, 1990

2450 - ADULT AND COMMUNITY EDUCATION

The Board of Education believes that education is a continuous process throughout life and supports the position that the District should cooperate with other community agencies in providing educational, cultural, and recreational opportunities for all of its citizens. The school, in this setting, becomes a force for community service and improvement; and the values the community seeks for children in the regular school program are, thus, available for all citizens through the community and/or adult program.

With regard to community education, the Board shall provide programs

- in the evening
- and day

for the purpose of meeting the

- avocational,
- recreational,
- cultural

interests of the community.

- as well as the vocational/technical training and retraining needs of local workers.

With regard to adult education, the Board also shall provide a

- basic
- high school

continuation program as an opportunity for anyone over the age of sixteen (16) who is not attending high school

- in this District

and, if under the age of eighteen (18), has a currently-valid Age and Schooling certificate issued by the Superintendent or by the student's district of residence to complete the requirements for a high school diploma.

Veterans Benefits and Transition Act

The Board shall permit for GI Bill and Vocational Rehabilitation and Employment Program beneficiaries to attend a course of education or training for up to ninety (90) days pending payment from the Veterans Administration (VA) for the course. To be eligible, the beneficiary must provide a certificate of eligibility for entitlement to educational assistance (valid/current VAF 28-

1905) and a written request to use the entitlement. Documentation must be submitted no later than the first day the course or training commences. The ninety (90) day period starts on the date when the District certifies tuition and fees following receipt of the required documents.

The District shall not impose a penalty, deny access to classes or facilities, or require the beneficiary to borrow additional funds to cover tuition and fees due to late payments from the VA. The State Approving Agency (SAA) or the VA may act to approve or disapprove certain courses of education, which may be subject to a waiver by the VA.

[] The Board shall also maintain an Americanization program of instruction for the benefit of foreign-born residents of the District.

The Superintendent shall develop and implement administrative guidelines whereby the schools are available to citizens of the District for the above-stated purposes.

R.C. 3313.204, 3313.52, 3313.531, 3313.54, 3313.641, 3313.644

R.C. 3313.645, 3331, 38 U.S.C. Section 3679, 3698(c)(1)(C)

A.C. 3301-42, 3301-43

© Neola 2019

Legal

R.C. 3313.204, 3313.52, 3313.531, 3313.54, 3313.641, 3313.644,

R.C. 3313.645, 3331, 38 U.S.C. Sections 3679, 3698(c)(1)(C)

A.C. 3301-42, 3301-43



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised SCHOOL CHOICE OPTIONS
Code	po5113.02
Status	From Neola
Adopted	February 3, 2004
Last Revised	May 7, 2019

5113.02 - SCHOOL CHOICE OPTIONS

~~The Board of Education acknowledges that the Elementary and Secondary Education Act (ESEA), as amended, provides that the parents/guardians of students enrolled in a Title I school the first year following the building's identification as being in "School Improvement", have the right to transfer their children to another school in the District, provided there is a school that provides instruction at the students' grade level(s) and such school has not been identified as being in the process of school improvement, corrective action, or restructuring. If there is not another school in the District offering instruction at the students' grade level(s) that has not been identified as needing improvement, the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts. The Superintendent shall also offer Supplemental Educational Services (SES) to students in any school no later than the first year following the building's identification as being in "School Improvement," regardless of whether a transfer option is available.~~

Additionally, ~~s~~Students attending a "persistently dangerous" school, as defined by State law have the right to transfer to another "safe" school in the District. If there is not another "safe" school in the District providing instruction at the students' grade level(s), the Superintendent shall contact neighboring districts and request that they permit students to transfer to a school in one of those districts.

Furthermore, a student who is a victim of a "violent crime" on school property also has the right to transfer to another school. If there is not another school in the District providing instruction at the student's grade level, the Superintendent shall contact neighboring districts and request that they permit that student to transfer to a school in one of those districts providing instruction at the student's grade level.

The Board of Education authorizes such transfers in accordance with AG 5113.02.

Children who transfer in accordance with this policy will be permitted to remain at the school of transfer until completing the highest grade at the school.

~~Title I, Section 1116(b)(1)(E) of the Elementary and Secondary Education Act, as amended~~
~~Title I, Section 1116(e) of the Elementary and Secondary Education Act, as amended~~
20 U.S.C. 6301, et. seq.

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended

© Neola 2019

Legal 20 U.S.C. 6301, et seq.

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised ATTENDANCE
Code	po5200
Status	From Neola
Adopted	July 1, 1990
Last Revised	February 6, 2018

5200 - **ATTENDANCE**

The educational program offered by this District is predicated upon the presence of the student and requires continuity of instruction and classroom participation. Attendance shall be required of all students enrolled in the schools during the days and hours that the school is in session.

or during the attendance sessions to which s/he has been assigned.

A student in grades 9 through 12 may be considered a full-time equivalent student provided the student is enrolled in at least five (5) units of instruction, as defined by State law, per school year.

In accordance with statute, the Superintendent shall require, from the parent of each student of compulsory school age or from an adult student who has been absent from school or from class for any reason, a **() written** statement of the cause for such absence. The Board of Education reserves the right to verify such statements and to investigate the cause of each single absence or prolonged absence.

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. personal illness (a written physician's statement verifying the illness may be required)
- B. illness in the family necessitating the presence of the child
- C. quarantine of the home
- D. death in the family
- E. necessary work at home due to absence or incapacity of parent(s)/guardian(s)
- F. observation or celebration of a bona fide religious holiday
- G. out-of-state travel (up to a maximum twenty-four (24) hours per school year that the student's school is open for instruction) to participate in a District-approved enrichment or extracurricular activity

Any classroom assignment missed due to the absence shall be completed by the student.

If the student will be absent for twenty-four (24) or more consecutive hours that the student's school is open for instruction, a classroom teacher shall accompany the student during the travel period to provide the student with instructional assistance.

- H. such good cause as may be acceptable to the Superintendent

I. medically necessary leave for a pregnant student in accordance with Policy 5751

J. service as a precinct officer at a primary, special or general election in accordance with the program set forth in Policy 5725

Attendance need not always be within the school facilities, but a student will be considered to be in attendance if present at any place where school is in session by authority of the Board.

The Board shall consider each student assigned to a program of other guided learning experiences to be in regular attendance for the program provided that s/he reports to such staff member s/he is assigned for guidance at the place in which s/he is conducting study, and regularly demonstrates progress toward the objectives of the course of study.

The Superintendent may excuse a student over fourteen (14) years of age from attendance at school for a future limited period for the purpose of performing essential work directly or exclusively for his/her parents or guardians. Such excuse should not exceed five (5) days and may at the discretion of the Superintendent be renewed for five (5) additional days. At no time, however, shall such excuse cause a student to be absent from school for a period of more than ten (10) consecutive days.

At the discretion of the Superintendent or his/her designee, a student may be excused for a longer period of time than ten (10) days if a child's parent or guardian has recently died or become totally or partially incapacitated and there is no older brother or sister living in the home who is out of school. (The Superintendent may request a certificate of a physician attesting to the physical condition of the parent or guardian.)

Attendance shall be taken at the beginning of every block/period in buildings with block/period-based scheduling. Absences from a class block/period shall be accounted for to the nearest full hour.

Attendance shall be taken at the commencement of the school day in buildings with non-period-based schedules. Attendance for students arriving late or leaving early must be tracked and recorded to the nearest full hour.

Contacting the Parent/Guardian of an Absent Student

When a parent, guardian, or other person having care of a student has failed to initiate a telephone call or other communication notifying the school or building administration of the student's excused or unexcused absence within 120 minutes after the beginning of the school day, the attendance officer or designee for each school building shall make at least one (1) attempt to contact the parent, guardian, or other person having care of any student who is recorded as absent without legitimate excuse within 120 minutes after the beginning of each school day by a method designated by the Superintendent in accordance with Ohio law (see AG 5200).

Excessive Absences

~~When a student of compulsory school age is absent from school with or without legitimate excuse for thirty-eight (38) or more hours in one school month, or sixty-five (65) or more hours in a school year, the attendance officer~~ When a student of compulsory school age is absent from school with combined nonmedical excused absences and unexcused absences in excess of thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year, that student is considered "excessively absent" from school. The District or school shall notify the child's parent or guardian of the child's absences, in writing, within seven (7) school days after the date of the absence that triggered the notice requirement. At the same time written notice is given, any appropriate intervention action listed herein may be taken.

A student will be considered habitually truant if the student is of compulsory school age and absent without a legitimate excuse for thirty (30) or more consecutive hours, for forty-two (42) or more hours in one (1) school month, or for seventy-two (72) or more hours in one (1) school year.

Legitimate excuses for the absence of a student who is otherwise habitually truant include but are not limited to:

- A. the student was enrolled in another school district;
- B. the student was excused from attendance in accordance with R.C 3321.04; or
- C. the student has received an age and schooling certificate.

Absence Intervention Team

[NOTE: A school district with a chronic absenteeism percentage that is less than five percent (5%), as displayed on the district's most recent report card, and the school buildings within that district, shall be exempt from the following requirement to assign habitually truant students to an absence intervention team for the following school year and shall instead take any appropriate action as an intervention strategy listed in this policy. Should those intervention strategies fail, within sixty-one (61) days after their implementation, the attendance officer shall

determine whether criteria are met to file a complaint against the student in juvenile court, and if so, shall file the complaint. The language "to the extent required by law as determined on an annual basis" refers to this exemption.]

To the extent required by law as determined on an annual basis, within ten (10) days of a student becoming habitually truant, the () Superintendent () Director shall assign the student to an absence intervention team.

Within fourteen (14) school days after the assignment of a student to an absence intervention team, the team shall develop an intervention plan for that student in an effort to reduce or eliminate further absences. Each intervention plan shall vary based on the individual needs of the student, but the plan shall state that the attendance officer shall file a complaint not later than sixty-one (61) days after the date the plan was implemented, if the child has refused to participate in, or failed to make satisfactory progress on, the intervention plan. Within seven (7) school days after the development of the plan, reasonable efforts shall be made to provide the student's parent/guardian/custodian, with written notice of the plan.

[] As part of the absence intervention plan, the () Superintendent () Director may, in his/her discretion contact the appropriate juvenile court and ask to have a student informally enrolled in any alternative to adjudication described in R.C. 2151.27(G). **[NOTE: Any school that chooses this option must develop a written policy regarding the use of, and selection process for, offering alternatives to adjudication to ensure fairness.]**

Each absence intervention team may vary based on the needs of each individual student but shall include a representative from the child's building, another representative from the child's building who knows the child, and the child's parent or parent's designee, or the child's guardian, custodian, guardian ad litem, or temporary custodian. The team also may include a () school psychologist, () counselor, () social worker, or () representative of a public or nonprofit agency designed to assist students and their families in reducing absences. **[NOTE: Schools must obtain written permission to release confidential information about a student to third parties, such as a representative of an outside agency on an intervention team.]**

The members of the absence intervention team shall be selected within seven (7) school days of the student meeting the habitually truant threshold. Within the same period of seven (7) school days, the () Superintendent () Director shall make at least three (3) meaningful, good faith attempts to secure the participation of the student's parent/guardian/custodian, guardian ad litem, or temporary custodian on that team. A good faith attempt to secure the participation of the parent shall include, but not be limited to, contacting (or attempting to contact) the parent by telephone, email, or regular mail. If the student's parent responds to any of those attempts, but is unable to participate for any reason, the () Superintendent () Director shall inform the parent of the parent's right to appear by designee. If seven (7) school days elapse and the student's parent/guardian/custodian, guardian ad litem, or temporary custodian fails to respond to the attempts to secure participation, the attendance officer shall investigate whether the failure to respond triggers mandatory abuse or neglect reporting to the public children services agency. At the same time, the absence intervention team shall continue to develop an intervention plan for the child notwithstanding the absence of the child's parent/guardian/custodian, guardian ad litem, or temporary custodian.

Intervention Strategies

In order to address the attendance practices of a student who is habitually truant, the intervention team may, as part of an intervention plan, take any of the following intervention actions:

- A. () provide counseling to the student
- B. () request or require the student's parent to attend a parental involvement program
- C. () request or require a parent to attend a truancy prevention mediation program
- D. () notify the Registrar of Motor Vehicles of the student's absences
- E. () take appropriate legal action
- F. () assignment to an alternative school (Note: If the District has established an alternative school, it must appear as an alternative intervention strategy.)

In the event that a student becomes habitually truant within twenty-one (21) school days prior to the last day of instruction of a school year, the () Superintendent () Director may, in his/her discretion, assign counselor **[one (1) school official]** to work with the child's parent/guardian/custodian, guardian ad litem, or temporary custodian to develop an absence intervention plan during the summer.

[] The plan shall be implemented not later than seven (7) days prior to the first day of instruction of the next school year.

OR

✓ The absence intervention process shall commence upon the first day of instruction of the next school year.

Reporting Requirements

The attendance officer shall file a complaint in the juvenile court against a student on the sixty-first (61st) day after the implementation of an absence intervention plan or other intervention strategies, provided that all of the following apply:

- A. The student is habitually truant.
- B. The school district or school has made meaningful attempts to re-engage the student through the absence intervention plan, other intervention strategies, and any offered alternatives to adjudication, if applicable.
- C. The student has refused to participate in or failed to make satisfactory progress on the plan, as determined by the absence intervention team, or any offered intervention strategies or alternative to adjudication.

If the student, at any time during the implementation phase of the absence intervention plan or other intervention strategies, is absent without legitimate excuse for thirty (30) or more consecutive hours or forty-two (42) or more hours in one school month, the attendance officer shall file a complaint in juvenile court against that student, unless the absence intervention team has determined that the student has made substantial progress on the absence intervention plan.

In the event that the sixty-first (61st) day after the implementation of the absence intervention plan or other intervention strategies falls on a day during the summer months, () the absence intervention team () the attendance officer may extend the implementation of the plan and delay the filing of the complaint for an additional thirty (30) days from the first day of instruction of the next school year.

The Superintendent is authorized to establish an educational program for parents of truant students which is designed to encourage parents to ensure that their children attend school regularly. Any parent who does not complete the program is to be reported to law enforcement authorities for parental education neglect, a fourth class misdemeanor if found guilty.

Whenever any student of compulsory school age has sixty (60) consecutive hours in a single month or a total of ninety (90) hours of unexcused absence from school during the school year, s/he will be considered habitually absent under R.C. 3321.13(b)(2). The Board authorizes the Superintendent to inform the student and his/her parents, guardian, or custodian of the record of absences without a legitimate excuse as well as the District's intent to notify the Registrar of Motor Vehicles, if appropriate, and the Judge of the Juvenile Court of the student's unexcused absences and habitually absent status. [DRAFTING NOTE: The term "habitually absent" as used here refers to the level of unexcused absences that will trigger notice to the Registrar of Motor Vehicles and Juvenile Court Judge under R.C. 3321.13(B)(2). It is not to be confused with "excessively absent" or "habitually truant" as those terms are defined above.]

[Drafting Note: A student is designated a habitual truant only through the measurement of unexcused absences. Schools must initiate intervention procedures for habitually truant students. If the interventions fail, the school must file a complaint against the habitually truant student in juvenile court. Excessive absenteeism is marked by an accumulation of both excused and unexcused absences. Intervention strategies may be implemented for students designated excessively absent, but a notice to parents is required. No further action toward the excessively absent student is required unless the student becomes habitually truant. The parent notice is purely a warning that the child has missed an excessive amount of school hours, both with and without a legitimate excuse.]

If a student who is habitually truant violates the order of a juvenile court regarding the student's prior adjudication as an unruly child for being a habitual truant, s/he may further be adjudicated as a delinquent child.

The District shall report to the Ohio Department of Education, as soon as practicable, and in a format and manner determined by the Department, any of the following occurrences:

- A. when a notice that a student has been absent with or without legitimate excuse for thirty-eight (38) or more hours in one (1) school month, or sixty-five (65) or more hours in a school year is submitted to a parent/guardian/or custodian;
- B. when a child of compulsory school age has been absent without legitimate excuse from the public school the child is supposed to attend for thirty (30) or more consecutive hours, forty-two (42) or more hours in one school month, or seventy-two (72) or more hours in a school year;
- C. when a child of compulsory school age who has been adjudicated an unruly child for being a habitual truant violates the court order regarding that adjudication;
- D. when an absence intervention plan has been implemented for a child under this policy.

This policy was developed after consultation with the judge of the juvenile court of _____ County/Counties, with the parents, guardians, or other persons having care of the students attending school in the district, and with appropriate State and local agencies.

© Neola ~~2017~~2019

Legal

R.C. 3313.664, 3313.668, 3317.034, 3321.01 et seq., 3321.13(B)(2), 3321.19, 3321.191

R.C. 3321.22, 3321.38, 3323.041, 3331.05

A.C. 3301-35-03(G), 3301-47-01, 3301-69-02



Book Policy Manual
Section Vol. 38, No. 1 - August 2019
Title Vol. 38, No.1 - August 2019 Revised LATE ARRIVAL AND EARLY DISMISSAL
Code po5230
Status From Neola
Adopted July 1, 1990

5230 - LATE ARRIVAL AND EARLY DISMISSAL

It is necessary that a student be in attendance throughout the school day in order to benefit fully from the educational program of the District.

The Board of Education recognizes, however, that from time-to-time compelling circumstances require that a student be late to school or dismissed before the end of the school day.

As agent responsible for the education of the children of this District, the Board shall require that the school be notified in advance of such absences by

written

personal

request of the student's parent, which shall state the reason for the tardiness or early dismissal. Justifiable reasons shall be determined by the Director.

If one (1) parent has been awarded custody of the student by the courts, the parent of custody shall provide the school with a copy of the custody order and inform the school in writing of any limitations in the rights of the noncustodial parent. Absent such notice, the school will presume that the student may be released into the care of either parent.

No student who has a medical disability which may be incapacitating may be released without a person to accompany him/her.

No student shall be released to anyone who is not authorized such custody by the parents.

Presentation of photo identification is required of anyone authorized such custody. (see Form 5230 F1)

© Neola ~~2017~~2019

Legal R.C. 3313.20, 3313.64



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised STUDENT MENTAL HEALTH AND SUICIDE PREVENTION
Code	po5350
Status	From Neola
Adopted	July 1, 1990

5350 - **STUDENT MENTAL HEALTH AND SUICIDE PREVENTION**~~STUDENT SUICIDE~~

~~The Board of Education recognizes that depression and self-destruction are problems of increasing severity among children and adolescents. A student who suffers the psychological disability of depression cannot benefit fully from the educational program of the schools, and a student who has attempted self-destruction poses a danger both to himself/herself and to other students.~~

~~All school personnel should be alert to the student who exhibits signs of unusual depression or who threatens or attempts suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.~~

~~In accordance with Policy 8462, staff shall receive professional development training in the risk factors, warning signs, and resources regarding youth suicide awareness and prevention. () Such training shall include the warning signs of non-suicidal self-injurious behaviors.~~

The Board of Education recognizes that mental health conditions and self-injury are problems of increasing severity among children and adolescents. A student who suffers from a mental health condition such as depression and who has attempted self-injury poses a danger both to himself/herself and to other students.

All school personnel should be alert for students who exhibit signs of unusual mental health related behavior or who threaten or attempt self injury or suicide. Any such signs or the report of such signs from another student or staff member should be taken with the utmost seriousness.

In accordance with Policy 8462, designated staff shall receive professional development training in accordance with Board-adopted curriculum that includes the risk factors, warning signs, and resources regarding youth suicide awareness and prevention at least every two (2) years.

Additional professional development training in youth suicide risk assessment and intervention shall be provided to mental health employees, counselors, teachers, administrators, school psychologists, and school nurses.

The Superintendent shall develop and implement administrative guidelines whereby members of the professional staff understand how to use an intervention procedure which includes the following:

- Step 1 - Stabilization
- Step 2 - Assessment of the Risk
- Step 3 - Use of Appropriate Risk Procedure
- Step 4 - Communication with Appropriate Parties
- Step 5 - Follow-up

Throughout any intervention, it is essential that Board policies and District guidelines regarding confidentiality be observed at all times.

A.C. 5101:2-34/35

~~Kelson v. City of Springfield~~, 767 F2d 651 (1985)

© Neola ~~2015~~2019

Legal

R.C. 3319.073

767 F2d 651 (1985)



Book Policy Manual
Section Vol. 38, No. 1 - August 2019
Title Vol. 38, No. 1 - August 2019 - New SMALL UNMANNED AIRCRAFT SYSTEMS
Code po7440.03
Status From Neola

7440.03 - **SMALL UNMANNED AIRCRAFT SYSTEMS**

[] OPTION 1

The Board of Education prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time on property owned or leased or contracted for by the Board by any individual, whether the individual is employed by the District or not. Small Unmanned Aircraft Systems are commonly known as drones.

The Board also prohibits the operation of sUAS on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Ohio High School Athletic Association (OHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

Any individual who violates this policy () may be () shall be referred to local law enforcement and/or subjected to discipline, if an employee or student.

[END OF OPTION 1]

OR

[x] OPTION 2

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not expressly authorized to do so by the Superintendent, on property owned or leased or contracted for by the Board. Small Unmanned Aircraft Systems are commonly known as drones.

The Board also prohibits the operation of sUAS on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Ohio High School Athletic Association (OHSAA). District officials may deny admission or entry to anyone attempting to use an sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

To be authorized to operate a sUAS on property owned or leased or contracted for by the Board, a staff member, administrator, or other individual (agent) under contract with the Board must have a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA). Further, the sUAS must be registered with the FAA and properly marked in accordance with 14 C.F.R. Part 107.

A staff member, administrator, or agent of the Board authorized to operate a sUAS on property owned or leased or contracted for by the Board, must also comply with all rules set forth in 14 C.F.R. Part 107. (See AG 7440.03)

Failure to adhere to all rules set forth in 14 C.F.R. Part 107 and AG 7440.03 may result in loss of authorization to operate a sUAS to operate on property owned or leased or contracted for by the Board, referral to local law enforcement, and/or further disciplinary action, up to and including termination for an employee and expulsion for a student.

[END OF OPTIONS]

© Neola 2019

Legal

14 C.F.R. Part 107



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Reissued SCHOOL SAFETY
Code	po8400
Status	From Neola
Adopted	February 3, 2004
Last Revised	May 7, 2019

8400 - **SCHOOL SAFETY**

The Board of Education is committed to maintaining a safe and drug-free environment in all of the District's schools. The Board believes that school crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of School District personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

Emergency Management Plan ("EMP")

To that end, the Superintendent shall develop and adopt a comprehensive Emergency Management Plan ("EMP") for each building under his/her control. In developing the EMP for each building, the Superintendent shall involve community law enforcement and safety officials (including, but not limited to, law enforcement, fire, emergency medical personnel, and any local divisions having county-wide emergency management), parents of students who are assigned to the building, and teachers and nonteaching employees assigned to the building. Each EMP shall contain the name, title (if applicable), contact information, and signature of each person involved in development of the EMP.

In developing the EMP, the Superintendent shall examine the environmental conditions and operations of each building to determine potential hazards to student and staff safety. The Superintendent shall further propose operating changes to promote the prevention of potentially dangerous problems and circumstances. The Superintendent shall incorporate remediation strategies into the EMP for any building where documented safety problems have occurred.

Each EMP will consist of four (4) parts:

A. A single document to address all hazards that may negatively impact the school; including but not limited to active shooter, hostage, bomb threat, act of terrorism, bullying, and any other natural or manmade events that the Superintendent knew or should have reasonably known about that compromise the health or safety of students, employees, administrators, or property. The document will include:

1. a hazard identification and risk analysis (i.e., a process to identify hazards and assess the vulnerability associated with each);
2. an all-hazards emergency operations plan organized around five (5) mission areas: prevention, protection, mitigation, response, and recovery. The plan shall be compliant with the "National Incident Management System" (NIMS);
3. the access and functional needs of the students, teachers, and staff;

4. education for students, staff, and administrators to avoid, deter, or stop an imminent crime or safety issue, threatened or actual;
5. procedures for notifying law enforcement, fire, EMS, emergency management, mental health, and other outside experts who could assist in responding to and recovering from an emergency;

The plan shall be updated and revised at least every three (3) years from the previous date of compliance to reflect lessons learned and best practices to continually improve the plan. The emergency management test and actual emergencies at the school buildings will be a source for lessons learned.

6. () the use of temporary door locking devices as permitted by law.

- B. A floor plan unique to each floor of the building.
- C. A site plan that includes all building property and surrounding property.
- D. An emergency contact information sheet.

The Superintendent shall submit an electronic copy of each EMP s/he developed and adopted to the Ohio Department of Education ("ODE") not less than once every three (3) years, whenever a major modification to the building requires changes to the procedures outlined in the EMP, and whenever the information on the emergency contact information sheet changes. No later than the date prescribed by ODE, the Superintendent shall also file a copy of the current, updated EMP with the following:

- A. each law enforcement agency that has jurisdiction over the school building; and
- B. upon request, the local fire department, emergency medical service organization, and county emergency management agency serving the area in which the building is located.

The Superintendent will also file copies of updated EMPs with ODE and the above agencies within ten (10) days after s/he adopts the revised EMPs.

The EMP is not a public record.

The Superintendent shall prepare and conduct at least one (1) annual emergency management test, in accordance with rules adopted by the Ohio Department of Education (ODE). By July 1st of every year, the Superintendent shall review the EMPs s/he previously developed and adopted, and certify in writing to the ODE that the EMPs are current and accurate.

The emergency management test must be a scheduled event; an actual emergency will not satisfy this requirement, even if an after-action report is produced. The emergency management test must be a tabletop, functional, or full-scale as defined in A.C. 3301-5-01, and each type shall be used once every three (3) years. It must include at least one (1) hazard from the hazard analysis in the EMP and at least one (1) functional content area. At least one (1) representative from law enforcement, fire, EMA, EMS, and/or behavioral health should be included.

[SELECT OPTION #1 OR OPTION #2]

[OPTION #1]

Students will not participate in the emergency management test.

[OPTION #2]

Students may participate in the emergency management test at the discretion of the Director. In deciding whether, and to what extent, to involve students in an emergency management test, the Director should consider what benefit student inclusion in the emergency management test may have on the student population's preparation for an emergency and to enhance the safety of students in the building. The Director shall also consider age-appropriate participation, guidance, and training in preparation for students' participation in the test.

[END OF OPTIONS]

[DRAFTING NOTE: If OPTION #2 is selected, it is strongly advised that the District select the following optional language, which is only listed as an "option" because A.C. 3301-5-01 does not make it mandatory – however, it does state schools "should" obtain parental consent if students are going to participate in the emergency management test.]

Parental consent is required prior to student participation in the emergency management test.

The Superintendent shall submit an after-action report to the ODE no later than thirty (30) days after the emergency management test documenting the following: 1) date/time/weather/length of exercise; 2) the type of discussion/operations based exercise; 3) the scenario utilized; 4) the hazard(s) utilized (including safety data sheets, as appropriate); 5) the functional content area(s) utilized; and 6) the identification of at least three (3) strengths and at least three (3) improvement areas of the EMP discovered as a result of the emergency management test.

The Superintendent shall grant access to each school building under his/her control to law enforcement personnel and any local fire department, emergency medical service organization, and/or county emergency management agency that has requested a copy of the EMP, to enable such personnel and entities to conduct training sessions for responding to threats and emergency events affecting the school building. Such access shall be provided outside of student instructional hours and the Superintendent or designee shall be present in the building during the training sessions.

Prior to the opening day of each school year, the Superintendent shall inform each enrolled student and the student's parent/legal guardian of the procedures to be used to notify parents in the event of an emergency or a serious threat to safety. Any student enrolled in the school after the annual notification and their parent/legal guardian shall be notified upon enrollment. Also, see Policy 8420 - Emergency Situations at School.

[OPTION]

[] Threat Assessment

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The following threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Director and may include a school counselor, school psychologist, instructional personnel, and/or the School Resource Officer, where appropriate. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet when the Director learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;
- D. defining the types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who are responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Director any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 - Student Records, and State and Federal law.

[END OF OPTION]

Safe and Drug Free Schools

As a part of the EMP, the Board shall verify that it has procedures in place for keeping schools safe and drug-free that include (see also, Form 8330 F15 entitled Checklist of Policies and Guidelines Addressing Safe and Drug Free Schools):

- A. appropriate and effective school discipline policies that prohibit disorderly conduct, the illegal possession of weapons and the illegal use, possession, distribution, and sale of tobacco, alcohol, and other drugs by students;
- B. security procedures at school and while students are on the way to and from school;
- C. prevention activities that are designed to maintain safe, disciplined and drug-free environments;
- D. a code of conduct or policy for all students that clearly states the responsibilities of students, teachers, and administrators in maintaining a classroom environment that:
 - 1. allows a teacher to communicate effectively to all students in the class;
 - 2. allows all students in the class the opportunity to learn;
 - 3. has consequences that are fair, and developmentally appropriate;
 - 4. considers the student and the circumstances of the situation; and
 - 5. is enforced accordingly.

Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered "persistently dangerous" as defined by State policy.

Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

discuss this at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

convene a meeting of the building administrator, representative(s) of the local law enforcement agency agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall

discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the EMP so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

convene a meeting of the building administrator, representative(s) of the local law enforcement agency agencies, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

© Neola 2019

Legal

R.C. 3313.536

A.C. 3301-5-01

Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended
20 U.S.C. 6301 et seq.

Public Law 107-110

Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised SCHOOL RESOURCE OFFICER
Code	po8403
Status	From Neola
Adopted	December 4, 2018

8403 - SCHOOL RESOURCE OFFICER

The purpose of the District’s School Resource Officer Program is to promote safe, orderly and secure learning environments for students through the activities of law enforcement, fostering a positive school climate, and education. The duties of the School Resource Officer (SRO) are primarily to promote school safety during the school day, to conduct law enforcement activities, to deliver education and collaboration with students and staff, to serve as a positive role model, and to assist in crime prevention and safety consulting. All duties shall be consistent with Federal and State laws, regulations, and police department policies and procedures. The role of the SRO is not to enforce discipline or punish students for violations of the student code of conduct, nor will an SRO be assigned to perform any educational duties in lieu of a certified educator.

The District may engage the services of a School Resource Officer(s) by executing a memorandum of understanding with the law enforcement agency for services. SRO’s shall be trained as provided by law, including a basic training program and at least forty (40) hours of school resource officer training within one (1) year of appointment approved by the Ohio peace officer training commission. School Resource Officers employed by the District prior to the enactment of R.C. 3313.951 are exempt from the training requirements.

The memorandum of understanding shall clarify the following areas: the purpose of the SRO program and roles, responsibilities, and expectations between the District, District staff, and the law enforcement agency. It shall include defined goals, background training requirements for the selected officer(s) including child and adolescent development, provide for professional development in relevant areas, protocol for how suspected criminal activity versus school discipline will be handled, coordinated crisis planning and updating school crisis plans, student privacy under State and Federal law, and any other items identified by the parties. The memorandum of understanding shall be available

on the District’s website.

posted in each building and available upon request.

The District and law enforcement agency shall agree on criteria for selection of officers, which include but are not limited to a college degree or related college coursework, a minimum of two (2) years of experience as an officer, and an interest in working with youth. The District and law enforcement agency will establish evaluation procedures to support and monitor the activities and performance of the SRO.

Students will be provided the opportunity for input during drafting of the memorandum of understanding between the District and the law enforcement agency.

The SRO ultimately is accountable to the law enforcement agency but while at school, the SRO also is accountable to the building administration and Superintendent, and is expected to cooperate with school officials and school faculty and be familiar with and follow Board policies, guidelines and procedures, including but not limited to issues of student privacy, discipline, and operating standards for students with disabilities.

School Resource Officers may assist with implementation or amendment of the District’s comprehensive emergency management plan and in doing so, must consult with first responders and local law enforcement officials. Other functions of the SRO outlined in the memorandum of understanding may include activities geared towards providing a safe learning environment, providing resources to school staff members, maintaining positive relationships with staff and students, developing

community linkages with behavioral health and other community agencies, and developing problem-solving strategies for issues affecting students.

© Neola ~~2018~~2019

Legal

R.C. 3313.951



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised STUDENT ABUSE AND NEGLECT
Code	po8462
Status	From Neola
Adopted	March 4, 2014

8462 - STUDENT ABUSE AND NEGLECT

The Board of Education is concerned with the physical and mental well-being of the students of this District and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with law.

Every Board official and employee who, in connection with his/her position, knows or suspects child abuse or neglect must immediately report that knowledge or suspicion to a public children's services or local law enforcement agency. Such reporting is required in every case that reasonably indicates that a child under the age of eighteen (18) or a physically or mentally disabled child under the age of twenty-one (21) has been abused (physically or mentally) or neglected or faces the threat of being abused or neglected.

The Board official and employee making the report shall also notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect.

and shall secure prompt medical attention to any such injuries reported.

Each Director should be mindful of the possibility of physical or mental abuse being inflicted on a student by an employee. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent. Board officials and employees must report suspected abuse to a public children's services or local law enforcement agency even when the suspected abuser is another official or employee.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. Information concerning alleged child abuse of a student is confidential information and is not to be shared with any unauthorized person. A staff member who violates this policy may be subject to disciplinary action and/or civil and/or criminal penalties.

In accordance with law, the Board will provide appropriate instruction on personal safety and assault prevention to all students in grades K-6. In order to develop programs that are appropriate and effective, the Superintendent is authorized to consult with public and/or private agencies or individuals involved in child abuse prevention and intervention. In addition, the Superintendent shall provide a program of in-service education for all nurses, teachers, counselors, school psychologists, mental health providers, and administrators who work in the District's elementary, middle, and high schools and any other personnel that the Board determines appropriate. The inservice education program will include school safety, violence prevention including human trafficking content, youth suicide awareness and prevention, prevention of child abuse, substance abuse, promotion of positive youth development, and a review of Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior. ~~on school safety, and violence prevention including human trafficking content, youth suicide awareness and prevention, and prevention of child abuse, violence and substance abuse and promotion of positive youth development, including a review of Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, for~~

~~() all elementary, middle and high school staff members~~

OR

~~() all nurses, teachers, counselors, school psychologists and administrators who work in the District's elementary, middle, and high schools.~~

[SELECT OPTION 1 OR OPTION 2]

The Board shall adopt or adapt the suicide awareness and prevention curriculum developed by the Ohio Department of Education (ODE).

OR

The Board shall develop the suicide awareness and prevention curriculum in consultation with public or private agencies or persons involved in youth suicide awareness and prevention programs.

[END OF OPTIONS]

The in-service education provided to middle and high school employees shall include training in the prevention of dating violence.

All newly-employed

~~() professional staff~~

OR

~~()~~ **mental health providers,** nurses, teachers, counselors, school psychologists, and administrators who work in the District's elementary, middle and high schools

shall complete at least four (4) hours of in-service training within two (2) years of the date of employment. ~~Further, all middle and high school~~

~~() staff members~~

OR

~~() nurses, teachers, counselors, school psychologists and administrators~~

~~employed by the District as of October 16, 2009, must complete the initial four (4) hours of in-service training no later than October 16, 2011. Additional training must occur every five (5) years thereafter.~~

Additional training must occur every two (2) years thereafter for suicide awareness and prevention, and every five (5) years thereafter for school safety, violence prevention, prevention of child abuse, prevention of substance abuse and promotion of positive youth development.

A law enforcement officer or children's services agency investigating child abuse or neglect may interview a student on school grounds only in accordance with Board Policy 5540.

© Neola ~~2013~~ **2019**

Legal

R.C. 2151.421, 3313.60, 3319.073



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019
Title	Vol. 38, No. 1 - August 2019 Revised FOOD SERVICES
Code	po8500
Status	From Neola
Adopted	July 1, 1990
Last Revised	May 7, 2019

8500 - **FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of ~~lunch for all students.~~ meals for all students. The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education. The Board shall annually encumber the funds needed to operate the program.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

Substitutions

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

If determined appropriate by a team of qualified individuals including, but not limited to, the Director, school nurse, parent, Director of Food Services, () _____ substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a "disabled person," but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

Meals~~Lunches~~ sold by the school may be purchased by students and staff members and community residents in accordance with administrative guidelines established by the Superintendent. ~~Lunches~~**Meals** may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food-service program shall be the responsibility of the Director of Food Service. In accordance with Federal law, the _____ shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request. **[Please note: Schools participating in more than one (1) child nutrition program are only required to obtain two (2) food safety inspections per school year if the nutrition programs offered use the same facilities for the preparation and service of meals. Also, the requirement for two (2) inspections does not apply to schools that only offer the Special Milk Program.]**

A periodic review of the food-service accounts shall be made by the _____. Any surplus funds from the National School Lunch Program or the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296) shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

Bad debt incurred through the inability to collect ~~lunch~~**meal** payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the District general fund, State or local funding, school or community organizations such as the PTA, or any other non-Federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 C.F.R. 210.9(b) (17) and 7 C.F.R. 210.15(b).

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1130, Policy 1214, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the administration, accounting, and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food-service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one of its regular meetings annually.

© Neola 2019

Legal

R.C. 3313.81, 3313.811-815

A.C. 3301-91

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 CFR Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Book Policy Manual
 Section Vol. 38, No. 1 - August 2019 (TOBACCO POLICIES)
 Title Tobacco Policies (2019) New USE OF TOBACCO BY ADMINISTRATORS
 Code po1615
 Status From Neola

1615 - USE OF TOBACCO BY ADMINISTRATORS

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing non-smoking and a tobacco-free environment is consistent with the responsibilities of administrators and staff to be our positive role models for students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, or tobacco substitutes, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substances.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL"s), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

In order to protect students and staff who choose not to smoke or use tobacco from an environment noxious to them, and because the Board does not condone smoking or the use of tobacco, the Board prohibits the use of tobacco or tobacco substitute products by administrators at all times

() (twenty-four (24) hours a day, seven (7) days a week)

within any enclosed facility owned or leased or contracted for by the Board, and in areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to

() school grounds,

() athletic facilities, and

() any school-related event,

() on or off Board premises

() except at designated times

() and in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

The Superintendent shall require the posting of signs as required by R.C. 3794.06 and as specified by the Ohio Department of Health.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board.

© Neola 2019

Legal

R.C. 3313.20, 3313.47, 3313.751, 3794 et seq.

20 U.S.C. 6081 et seq., 20 U.S.C. 7182

A.C. 3701-52

Book Policy Manual
 Section Vol. 38, No. 1 - August 2019 (TOBACCO POLICIES)
 Title Tobacco Policies (2019) Revised USE OF TOBACCO
 Code po5512
 Status From Neola
 Adopted July 1, 1990
 Last Revised December 7, 2005

5512 - USE OF TOBACCO

The Board of Education is committed to providing students, staff, and visitors with an indoor tobacco and smoke-free environment. The negative health effects of tobacco use for both the users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco or tobacco substitutes, including cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUULs"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, the Board prohibits the possession, consumption, purchase or attempt to purchase and/or use of tobacco or tobacco substitute products by students at all times

(.) (twenty-four (24) hours a day, seven (7) days a week)

on Board premises, in Board-owned vehicles, within any indoor facility owned or leased or contracted for by the Board, and/or used to provide education or library services to children, and at all Board-sponsored events.

This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to:

(.) school grounds,

(.) athletic facilities, and

(.) any school-related event,

(.) on or off Board premises.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Notification

"No Tobacco" signs will be posted throughout the District as required by R.C. 3794.06 and as specified by the Ohio Department of Health. Students will be provided notice of this policy through student handbooks.

District vehicles will display the international "No Smoking" insignia.

Announcements will be made during home athletic events both before the event and during intermission, as well as at all school functions where deemed appropriate.

School programs will include a written reminder of the tobacco-free policy.

Educational Programming

Tobacco-use prevention education shall be coordinated with the other components of the school health program. Staff responsible for teaching tobacco-use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver education programming. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use and effects of peer pressure on tobacco use combined with effective instructional techniques and strategies and program-specific activities.

Students who violate this policy shall be subject to disciplinary action in accordance with the Student Code of Conduct/Student Discipline Code and in accordance with policies of the Board.

© Neola ~~2011~~2019

Legal

R.C. 3313.20, 3313.47, 3313.66, 3313.751, 2151.87

20 U.S.C. 6081 et seq., 20 U.S.C. 7182



Book	Policy Manual
Section	Vol. 38, No. 1 - August 2019 (TOBACCO POLICIES)
Title	Tobacco Policies (2019) Revised USE OF TOBACCO ON SCHOOL PREMISES
Code	po7434
Status	From Neola
Adopted	July 1, 1990
Last Revised	December 4, 2018

7434 - **USE OF TOBACCO ON SCHOOL PREMISES**

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL"s), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone smoking and/or the use of tobacco, the Board prohibits the use of tobacco or tobacco substitute products at all times

() (twenty-four hours a day, seven (7) days a week)

within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to:

() school grounds,

() athletic facilities, and

() any school-related event,

() on or off Board premises

() except at designated times.

() and in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

The Superintendent shall require the posting of signs as required by R.C. 3794.06 and as specified by the Ohio Department of Health.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Violations of this policy may result in removal from school property or the school activity in accordance with Policy 9150 – School Visitors.

© Neola ~~2011~~2019

Legal

R.C. 2923.12, 3313.20, 3313.47, 3313.751, 3794 et seq.
20 U.S.C. 6081 et seq., 20 U.S.C. 7182
U.S.D.O.E. Memorandum, 1995
A.C. 3701-52



Book Policy Manual
Section Vol. 38, No. 2 - January 2020
Title Vol. 38, No. 2 - January 2020 Revised EMPLOYMENT OF PROFESSIONAL STAFF
Code po3120
Status
Adopted March 6, 2001
Last Revised March 4, 2014

3120 - EMPLOYMENT OF PROFESSIONAL STAFF

The Board of Education recognizes that it is vital to the successful operation of the District that positions created by the Board be filled with highly qualified and competent personnel.

The Board shall approve the employment, and also, when not covered by the terms of a negotiated, collectively-bargained agreement, fix the compensation and establish the term of employment for each professional staff member employed by the Board.

~~Individuals employed in the following categories shall be considered members of the professional staff:~~

- A. _____
- B. _____
- C. _____
- D. _____
- E. _____
- F. _____

Such approval shall be given only to those candidates for employment recommended by the Superintendent or by another individual designated by the Board in the event that the Superintendent's nomination would be a violation of R.C. 2921.42.

Relatives of Board members may be employed by the Board, provided a member of the Board does not participate in any way in the discussion or vote on the employment when a conflict of interest is involved.

~~The Board will not employ (but may reemploy) the~~

~~() children, siblings, spouse, parents, in laws, or bona fide dependents (IRS criteria) of a Board member.~~

~~() children, siblings, spouse, parents, in laws, or bona fide dependents (IRS criteria) of a regular full time professional staff member.~~

Applications for employment will not be accepted from any current District Board member. If a Board member wishes to apply for a position, his/her resignation must be accepted by the Board prior to submitting an application and the Board member must not use or attempt to use his/her official authority or influence to secure the employment position.

[X] Any professional staff member's intentional misstatement of fact or omission material to qualifications for employment or the determination of salary shall be considered by this Board to constitute grounds for dismissal.

[X] Relatives of staff members may be employed by the Board, provided the staff member being employed is not placed in a position in which s/he would be supervised by the relative staff member.

[X] The employment of professional staff members prior to approval by the Board is authorized when their employment is required to maintain continuity in the educational program. Employment shall be recommended to the Board at the next regular meeting.

[X] No candidate for employment as a professional staff member shall receive recommendation for such employment without having proffered visual evidence of proper licensing or that application for such licensing is in process.

Professional staff must also pass a background check performed by the Bureau of Criminal Identification and Investigation and the Federal Bureau of Investigation (see Policy 3121).

The Superintendent shall prepare administrative guidelines for the recruitment and selection of all professional staff.

Confirmation of Licensure

As a prerequisite to employee pay, the Superintendent must first issue to the Treasurer a written statement that confirms each teacher and/or professional employee has filed with the Superintendent both a copy of all valid licenses as well as copies of any reports required by the State Board or this Board to demonstrate his/her qualification to teach in all assigned subject and grade levels of instruction and/or a professional educator position. No professional staff member employed in a position for which licensure is required may be paid until evidence of such appropriate licensure for the subject area, grade level, or position, etc. has been received by the Superintendent and transmitted to the Treasurer.

R.C. 2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.11, 3319.21, ~~3319.23~~, ~~.282~~, ~~3319.283~~ 3319.23-.28, 3319.283

R.C. 3319.301, 3319.36, 3319.39

20 U.S.C. 6319

20 U.S.C. 7801

© Neola ~~2013~~ **2020**

Legal R.C. 2909.34, 2921.01, 2921.42, 3319.02, 3319.07, 3319.11, 3319.21, 3319.23 - .28, 3319.283

R.C. 3319.301, 3319.36, 3319.39

20 U.S.C. 6319

20 U.S.C. 7801

**Auburn
Career Center**



Attachment Item #16

*Approve Authorization for
Treasurer to Begin
Bidding Process*



2305 East Aurora Road
Suite A-7
Twinsburg, Ohio 44087
p 216-904-2855
f 330-998-6794

January 27, 2020

Sherry Williamson – Treasurer/CFO
Auburn Career Center
8140 Auburn Road
Painesville, Ohio 44077

RE: Auburn Career Center – 2020 Administration Building Technology Room A/C Replacement Project

AGM Energy Services (AGM) is pleased to offer its professional services to Auburn Career Center. This proposal for professional services is based on the below proposed scope that was generated in coordination with Sherry Williamson and Brian Bontempo of Auburn Career Center.

The following proposal is offered to provide the continuing implementation of the open HVAC integration to the district wide Tridium system. AGM Energy Services proposes to develop an OPR (owner’s project of requirements) package to include the design parameters necessary to acquire competitive pricing and a complete and functional server room environmental control system. AGM will assist Auburn Career Center in the bidding and procurement aspects of the project as successfully implemented on prior HVAC projects.

AGM will review the proposals and or bids to ensure that they meet the design criteria. If the project timeline requires, AGM will specify and solicit the pre-purchase of the required equipment. A formal recommendation will be presented to Auburn Career Center for final acceptance and approval of the awarded contractor. AGM will oversee and project manage the installation of the new CRAC unit to ensure proper installation and functionality. AGM will provide a new JACE 8005 to be installed by the awarded contractor.

AGM will ensure the appropriate communication protocols are included to allow for proactive alarming to be configured via the existing Tridium system. Alarming configurations will be coordinated with authorized district personnel to ensure that alarms are received and monitored by the appropriate parties. Furthermore, AGM will provide equipment graphics and scheduling, temperature monitoring and control, along with trend information of the equipment noted.

Criterion Engineering/OPR Package/Project Management - \$9,100.00
MSI/Commissioning/Communication Equipment - \$4,375.00
Total Professional Service Fee: \$ 13,475.00

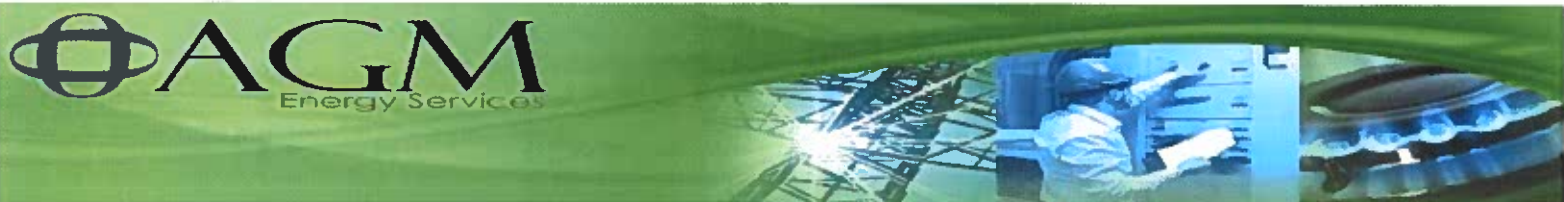
We look forward to the opportunity to continue to be a partner with Auburn Career Center and provide the products and services that you have come to expect.

Respectfully Submitted,

André T. Goosby
President
AGM Energy Services

Accepted by: _____ Date: _____
(Authorized Representative)

This proposal is valid for a period of 90 days and the proprietary information contained in this proposal, and any files transmitted with it, is intended for the use of the recipient(s) named above.



Cleveland | Toledo | Columbus
A Certified Minority Business Enterprise and EDGE Program Participant

February 25, 2020

Paolo DeMaria
Ohio's Superintendent of Public Instruction
Ohio Department of Education
25 South Front Street
Columbus OH 43215

Re: Auburn Vocational School District Board of Education Revised Membership Plan

Dear Superintendent of Public Instruction DeMaria:

The Auburn Vocational School District Board of Education ("Board") respectfully submits the instant revised membership plan pursuant to R.C. 3311.19, R.C. 3311.191, and applicable laws due to the fact that the Auburn Vocational School District will be losing the Newbury Local School District as a member school district effective June 30, 2020. At its February 4, 2020 regular board meeting, the Board voted on the following revised membership plan:

Board Members:

- Member 1 = Berkshire Local School District Appointment (i.e., Roger Miller from 2020 to 2023)
- Member 2 = Cardinal Local School District Appointment (i.e., Ken Klima from 2020 to 2023)
- Member 3 = Chardon Local School District Appointment (i.e., Paul Stefanko from 2020 to 2023)
- Member 4 = Fairport Harbor Exempted Village School District Appointment (i.e., Mary Javins from 2020 to 2023)
- Member 5 = Kenston Local School District Appointment (i.e., Mary Wheeler from 2020 to 2023)

- Member 6 = At-Large School District Appointment (i.e., Terry Sedivy for 2020)
- Member 6A = Chardon Local School District Appointment
- Member 6B = Fairport Harbor Exempted Village School District Appointment
- Member 6C = Cardinal Local School District Appointment
- Member 6D = Kenston Local School District Appointment
- Member 6E = Berkshire Local School District Appointment

- Member 7 = Educational Service Center of the Western Reserve Subdistrict 2 Appointment (i.e., Erik L. Walter from 2020 to 2023)
- Member 8 = Educational Service Center of the Western Reserve Subdistrict 2 Appointment (i.e., Jean Brush from 2020 to 2023)

Member 9 = Educational Service Center of the Western Reserve Subdistrict 2 Appointment (i.e., Susan Culotta from 2020 to 2023)
Member 10 = Educational Service Center of the Western Reserve Subdistrict 2 Appointment (i.e., Geoffrey Kent from 2020 to 2023)
Member 11 = Educational Service Center of the Western Reserve Subdistrict 2 Appointment (i.e., Kenneth Cahill from 2020 to 2023)

Board Member Terms:

Term Expires 2023

Member 1	Member 2
Member 3	Member 4
Member 5	Member 7
Member 8	Member 9
Member 10	Member 11

Term Expires 2025 (2 then 3)

Member 7
Member 8
Member 9
Member 10
Member 11

Term Expires 2026 (3 then 3)

Member 1
Member 2
Member 3
Member 4
Member 5

Member 6 (Annual Cycle)

Member 6 (Newbury Appointment Expires June 30, 2020 with no reappointment)
Member 6A Appointment Expires 2021 with Reappointment every 5 years (e.g., 2026)
Member 6B Appointment Expires 2022 with Reappointment every 5 years (e.g., 2027)
Member 6C Appointment Expires 2023 with Reappointment every 5 years (e.g., 2028)
Member 6D Appointment Expires 2024 with Reappointment every 5 years (e.g., 2029)
Member 6E Appointment Expires 2025 with Reappointment every 5 years (e.g., 2030)

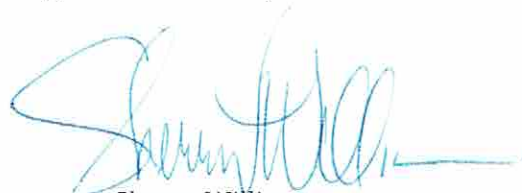
Pursuant to R.C. 3311.19(C)(1) and R.C. 3311.191(A)(2), any vacancy will be appointed for the remainder of the term only to avoid breaking the cycle.

Please advise the Board as to its next steps, if any, and whether any additional information is needed.

Sincerely,



Dr. Brian Bontempo
Superintendent



Sherry Williamson
Treasurer

cc: Auburn Vocational School District Board of Education Board Members
Matthew John Markling, Board Counsel
Scott Hunt, Executive Director of Field Relations