

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 5, 2006

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Charlotte Joseph came to address the Board of Commissioners, as a private citizen, concerning comments being made about her personal life and about her job as The Delaware Area Chamber President allegedly by Commissioner Ward.

(For a complete record of Ms. Joseph’s comments and the Boards’ comments refer to the Official CD minutes).

RESOLUTION NO. 06-1277

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 2, 2006 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held October 2, 2006 as contained in the county’s official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1278

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR104:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR104 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Village of Sunbury	Kintner Development	40811416-5349	\$ 175,000.00
Squire Sanders	Legal Services For Kintner	40811416-5349	\$ 7,500.00
Increases			
Delaware Area Career Center	ABLE Contract	22411603-5348	\$ 25,000.00
Delaware Union Educational	TANF Grant Summer Program	22411601-5348	\$ 5,779.20
Vouchers			
BP Products N. America Inc.	Gasoline	10011106-522822801	\$ 5,955.59
Tri-Township Firefighters	Purchase of Trailer & Generator	21511312-5260	\$ 5,271.73
Commissioners	Cost Allocations/CSEA	23711630-5335	\$ 7,552.85
Juvenile Court	CSEA Contracts	23711630-5360	\$ 6,543.82

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06 -1279

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

The Sanitary Engineer Department is requesting that Cathleen Rider and Gina Dewitt attend a MS Word Level 1 Class at the Delaware Area Career Center October 9-18 (three hours a day) at the cost of \$360.00

The Sanitary Engineer Department is requesting that Cathleen Rider and Gina Dewitt attend a MS Word Level 2 Class at the Delaware Area Career Center October 23-November 1 (three hours a day) at the cost of \$360.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1280

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER CHRISTOPHER ENGLAND:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

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Christopher England

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective September 13, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christopher England entered into on the 1st day of December, 2005.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$20,000 to \$27,500.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1281

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS THE OHIO SCHOOL FOR THE DEAF; MARCHELL JACKSON AND NICOLE TIJEDA:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
The Ohio School for the Deaf 500 Morse Road Columbus, Ohio 43214	Infant	\$130.00	\$ 78.00	\$ 2.60
	Toddler	\$120.00	\$ 72.00	\$ 2.60
	Preschool	\$110.00	\$ 72.00	\$ 2.60
	Schoolage	\$103.00	\$ 71.99	\$ 2.60

Child Care Provider	Infants	Toddlers	Preschool	School
Marchell Jackson 7653 Crossing Place Lewis Center, Ohio 43035	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly
Nicole Tijeda 274 Arbor Drive Sunbury, Ohio 43074	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly

(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1282

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND CHILD PLACEMENT SERVICE PROVIDERS CHILDREN'S COMPREHENSIVE SERVICES OF OHIO AND KOKOMO ACADEMY:

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It was moved by Mr. Jordan, seconded by Mr. Evans to approve the following:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Children’s Comprehensive Services of Ohio 1451 Lucus Road Mansfield, Ohio 44903	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Kokomo Academy 623 Berkley Road Kokomo, Indiana 46901	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Kokomo Academy	22511608-5342	\$16,250.00
	22511607-5342	\$16,250.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1283

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE UNION EDUCATION SERVICE CENTER FOR THE SCHOOL YEAR DEMONSTRATION PROGRAM:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the following contract:

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Delaware-Union Education Service Center (hereinafter, “Delaware-Union Education Service Center”)(collectively, the “Parties”).

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the Parties.

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide services, or contract out for services, and Delaware-Union Education Service Center is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

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“Delaware-Union Education Service Center” means Delaware-Union Education Service Center

“County” means Delaware County Board of Commissioners

“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Parties” means Delaware-Union Education Service Center, County and Department collectively

“Workforce Investment Act (WIA) enrolled participant” means an individual who is receiving assistance through the Workforce Investment Act Program administered in Delaware County by the Department.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which Delaware-Union Education Service Center will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

Delaware-Union Education Service Center assures that WIA/TANF standards are met and provides services for WIA/TANF-eligible participants.

C. Obligations of Delaware-Union Education Service Center

Delaware-Union Education Service Center agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Delaware-Union Education Service Center shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon Delaware-Union Education Service Center’s performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by Delaware-Union Education Service Center to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

Delaware-Union Education Service Center shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

Delaware-Union Education Service Center agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$151,369.00 or (2) the amount of cash expenditures made by Delaware-Union Education Service Center for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$151,369.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Delaware-Union Education Service Center shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by Delaware-Union Education Service Center to inspect, audit, make excerpts, photo static copies and/or transcripts of any

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and all documents relating to all matters covered by this Agreement.

Delaware-Union Education Service Center, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, Delaware-Union Education Service Center shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, Delaware-Union Education Service Center shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of September 1, 2006 or upon execution by the Department, whichever is later. The services of Delaware-Union Education Service Center are to commence immediately and all costs allowable under the contract shall be incurred no later than, August 18, 2007.

ARTICLE VI BONDING AND INSURANCE

Delaware-Union Education Service Center shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

- A. Delaware-Union Education Service Center understands and agrees that it is an independent contractor.
- B. To the fullest extent of the law, Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Delaware-Union Education Service Center's performance of this Agreement. Delaware-Union Education Service Center further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of Delaware-Union Education Service Center's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- C. Delaware-Union Education Service Center agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.

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D. Delaware-Union Education Service Center shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of Delaware-Union Education Service Center or any employee, agent or representative of Delaware-Union Education Service Center.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by Delaware-Union Education Service Center, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. Delaware-Union Education Service Center shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY

Delaware-Union Education Service Center agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. Delaware-Union Education Service Center further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

ARTICLE X ASSURANCES AND CERTIFICATIONS

Delaware-Union Education Service Center assures and certifies that:

1. Delaware-Union Education Service Center possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Delaware-Union Education Service Center's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Delaware-Union Education Service Center to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. Delaware-Union Education Service Center will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. Delaware-Union Education Service Center shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Delaware-Union Education Service Center partnership with the Delaware County Job Network.
7. Delaware-Union Education Service Center recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Delaware-Union Education Service Center.
8. Delaware-Union Education Service Center recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.

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9. Delaware-Union Education Service Center will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. Delaware-Union Education Service Center will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.
12. Delaware-Union Education Service Center will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. Delaware-Union Education Service Center will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.
13. Delaware-Union Education Service Center will, in all solicitation or advertisements for employees placed by or on behalf of Delaware-Union Education Service Center, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.
14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. Delaware-Union Education Service Center will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. Delaware-Union Education Service Center agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Delaware-Union Education Service Center. If any participant objects to the religious character of the organization, Delaware-Union Education Service Center will immediately refer the individual to the Department for an alternative provider.
18. Neither Delaware-Union Education Service Center nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. Delaware-Union Education Service Center will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. Delaware-Union Education Service Center agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by Delaware-Union Education Service Center to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.

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22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, Delaware-Union Education Service Center may be asked to return equipment and other fixed assets to the Department.
24. Delaware-Union Education Service Center shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. Delaware-Union Education Service Center agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Delaware-Union Education Service Center further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
26. Delaware-Union Education Service Center is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. Delaware-Union Education Service Center will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. Delaware-Union Education Service Center will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
30. Delaware-Union Education Service Center is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. Delaware-Union Education Service Center has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. Delaware-Union Education Service Center certifies that it does not provide material assistance to any organization on the United States department of state terrorist exclusion list. Pursuant to R.C. § 2909.33, Delaware-Union Education Service Center agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

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33. Delaware-Union Education Service Center will comply with all other Federal, State or local laws not enumerated herein.

ARTICLE XI CONFLICT OF INTEREST

Delaware-Union Education Service Center covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. Delaware-Union Education Service Center further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by Delaware-Union Education Service Center. Any such interest, on the part of Delaware-Union Education Service Center or its employees, when known, must be disclosed in writing to the Department.

ARTICLE XII MODIFICATIONS

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

ARTICLE XIII TERMINATION

A. Termination for the Convenience of the Department

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Delaware-Union Education Service Center. Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of Delaware-Union Education Service Center

Delaware-Union Education Service Center may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, Delaware-Union Education Service Center shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If Delaware-Union Education Service Center or the Department fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Department shall be authorized in writing and signed by an authorized Department representative.

D. Loss of Funding: It is understood by Delaware-Union Education Service Center that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, Delaware-Union Education Service Center understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

Delaware-Union Education Service Center will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

ARTICLE XIV Severability

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and

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the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE XIII GOVERNING LAW

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

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
DMA Form (HLS 0038)	Government Business and Funding Contracts

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

APPENDIX I

**Statement of Work to be Performed/Proposal 2006
(For period 09/01/06 to 06/30/07)**

AFTERSCHOOL STUDENT INTERVENTION DEMONSTRATION PROJECT

Delaware Union Education Service Center is requesting TANF funding to establish, enhance and expand after school programs in Delaware County. The funding will support currently established programs in expanding opportunities to provide strategic, extended learning opportunities to at risk elementary, middle and high school students. These programs will target those at risk students who are economically disadvantaged and are at high risk of academic failure.

This request is based on collaboration and partnership between Delaware City School District, Buckeye Valley School District, Delaware Area Career Center and Delaware Union Education Service Center. These partners currently receive funding from various sources to support the programs they provide. These funding sources come from parent fees, private grants, foundations and public fund. The TANF funds will provide these organizations with the opportunity to work together to assure that at risk students have access to a seamless system of support. Delaware Union Education Service Center will provide oversight, project administration, fiscal management and program evaluation for the project expansion.

The programs will be located at different sites across Delaware County primarily focusing on those sites that have the highest population of students who are on the free and reduced lunch programs or those school sites that serve the highest percentage of children in academic crisis. Delaware Union Education Service Center will provide oversight, project administration, fiscal management and program evaluation for the project to assure that at risk students have access to a seamless system of support.

PROGRAM SITES

Certain schools and programs were selected as program sites because of clearly identified community and school needs, evidenced by the high percentages of low-income students. The schools and population of students that we are targeting with these funds are:

Elementary School Program

- *Buckeye Valley East Elementary School* (Buckeye Valley Local School District)
- *James Conger Elementary School* (Delaware City School District)
- *Laura Woodward Elementary School* (Delaware City School District)

Statistics provided by the Free and Reduced School Lunch program indicate that 61% of students at Laura Woodward Elementary, 33% of students at James Conger Elementary, and 30% of students at Buckeye Valley East Elementary participated in the free and reduced lunch programs.

Middle School Program

- *John C. Dempsey Middle School* (Delaware City School District)
- *Buckeye Valley Middle School* (Buckeye Valley Local School District)

Statistics provided by the Free and Reduced School Lunch program indicate that 27% of students at John C. Dempsey Middle School and 15% of students at Buckeye Valley Middle School participated in the free and reduced lunch programs.

Secondary School Program

- *Delaware Area Career Center* (South Campus)

Delaware Area Career Center provides academic instruction to high school students from the following school districts: Delaware City, Big Walnut, Buckeye Valley, and Olentangy. Delaware Area Career Center also

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participates in open enrollment to students from outside of Delaware County. The Area Career Center offer academic courses to students who need to earn their high school diploma but for various reasons are unable to attend a traditional secondary school program. These students are TANF eligible youth ages 14-21. Youth are already linked with programs which serve youth who have been identified as at-risk. At-risk by definition includes but limited the following barriers: court involved, low income, incarcerated parent, basic skills deficient, behind at least one or more modal grade level, teen parent, learning, physical, or mental disability, foster care, homeless, past record of drug or alcohol use, truancy from school, drop out, etc.

TARGETED STUDENTS

Elementary School Program

The school year program for the elementary school programs are currently operating as a partnership between Delaware City and Buckeye Valley school districts School Age Child Care (SACC) programs and Delaware Union ESC 21st Century Community Learning Centers (21st CCLC). These programs provide participating students with academic intervention, homework help and enriched recreational activities. These programs can serve a total of 50 students at each school site. Funding to support these programs currently come from parent fees, childcare assistance funds and Ohio Department of Education 21st CCLC funds.

TANF funds will allow the program to expand services to those target children who participate in the Free and Reduced School Lunch program but whose families are unable to afford the parent fee or access the childcare assistance program. The programs will provide an after school program that is focused, comprehensive and addresses the student's academic, social, emotional and health needs to the following target students:

- *Buckeye Valley East Elementary School* – 5 Students
- *James Conger Elementary School* – 10 Students
- *Laura Woodward Elementary School* -15 Students

Middle School Program

The middle school program in Buckeye Valley is currently operating as school district School Age Child Care (SACC) programs. This program provides participating students with homework help and recreational activities. This program can serve 30 to 50 students. Funding to support this program currently comes from parent fees and childcare assistance funds. Currently there is no after school program at Dempsey Middle School in Delaware City Schools. The school district's School Age Child Care (SACC) program does have a current ODE license to run this site.

TANF funds will allow the districts to establish a program at Dempsey and expand services at Buckeye Valley. These programs will provide academic intervention and enrich program activities. The funding will provide opportunities to those target students who participate in the Free and Reduced School Lunch program to participate for free. The programs will provide an after school program that is focused, comprehensive and addresses the student's academic, social, emotional and health needs to the following target students:

- *John C. Dempsey Middle School* – 28 Students
- *Buckeye Valley Middle School* – 10 Students

Secondary School Program

Delaware Area Career Center currently operates programs with funding provided through Job and Family Services Workforce Development, Delaware County Youth Council, Jobs for Ohio's Graduates, Juvenile Court, Adult Basic Literacy Education, and Delaware-Union Educational Service Center. These programs include STRIVE (Successful Tutoring Recovery Intervention Vocational Education) and JOG (Jobs for Ohio's Graduates). These programs assist at risk students by providing dropout prevention, basic skills intervention, cultural education activities, internship & mentoring programs, tutoring services, and special preventative programs.

TANF funds will allow the expansion and enhancement of existing services to TANF eligible students ages 14-16. These target students will be from low income families participating on the free and reduced school lunch program or participating in a TANF assistance program. The following target students will be served in the following programs:

- *STRIVE and JOG* – 18 students

PROGRAM ACTIVITIES

The design of our programs is linked to the compelling educational, ethical, social, emotional and health needs of our young people. Skills-based instruction will promote the goal of positive youth development through character education promoting the universal values of caring, honesty, respect, responsibility, trustworthiness, and citizenship. This programming is vitally necessary in order to deal with secondary graduation concerns, literacy and math issues, enhance long-term prosocial behaviors, engender character formation and provide the best possible approach in student asset building.

Elementary School Program

The elementary school programs will offer a 32 week extended learning program from September, 2006 through May 2007 which will include:

- focused academic tutoring in specifically reading and math
- health, nutrition cultural and character education programs that promote positive youth development
- special programs that provide added dimension to personal development.

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The program will operate 3 hours a day, 5 days a week from the closing of the school day. The program will provide each child with a nutritious snack, at least 30 minutes a day tutoring in reading and/or math with a qualified teacher designed to meet their individual academic need, 30 minutes of homework help and 30 minutes in a planned enriched learning activity. Time during the program afternoon will also allow for transitions and other special program activities.

The academic activities for all elementary participants will be grounded in proven research based programs aligned to the Ohio Academic Content Standards. The primary curriculum resource for elementary school students has been chosen to maintain student involvement and sustain student achievement. This program is the Leap Frog Leap Track Instruction and Assessment. The LeapTrack is a researched based student learning program that analyzes each student's learning situation, provides each student with an individual learning plan, monitors student performance and adjusts teaching in response to student outcomes. Research of more than 250 studies showed that the practice of regular formative assessment, in conjunction with instruction based on individual needs, produced significant learning gains. LeapTrack curriculum motivates students to learn, practice and master the specific skills outlined in the Ohio Content Standards, on standardized achievement tests, and in widely used curriculum materials and basal textbook series. The program allows teachers to monitor the results of instruction and precisely identify individual strength and weakness in critical content areas delivering targeted instruction, intervention, remediation, or enrichment to their students as necessary. The program's curriculum contains five domains: Reading, Language Arts, Math, Science, and Social Studies. Skills within these domains are ordered and addressed according to developmentally appropriate grade-level expectations.

Students will also participate in a variety of cultural education activities, health and nutrition programs, mentoring programs, character education programs, and recreational activities. Field trips and special community events are also planned.

Intermediate and Middle School Program

The middle school programs will offer a 32 week extended learning program from September, 2006 through May 2007 which will include:

- focused academic tutoring in specifically reading and math
- health, nutrition cultural and character education programs that promote positive youth development
- special programs that provide added dimension to personal development.

The program will operate 3-4 hours a day, 2-4 days a week from the closing of the school day. The program will provide each child with a nutritious snack, at least 60 minutes a day in academic programming designed to meet student's individual academic need, 30 minutes in homework help and 30 to 60 minutes in a planned enriched learning activity. Time during the program afternoon will also allow for transitions and other special program activities.

The academic activities for middle school participants will be grounded in proven research based programs aligned to the Ohio Academic Content Standards. Curriculum materials used by the tutors for students will align with instruction materials currently being used in the day school. Other curriculum materials will include technology based teaching tools and on-line curriculum software that create an alternative learning environment. This technology based curriculum will provide lessons in the following areas: Reading, Language Arts, Math, Science, and Social Studies. Skills within these domains will be ordered and addressed according to developmentally appropriate grade-level expectations.

Students will also participate in a variety of cultural education activities, health and nutrition programs, mentoring programs, character education programs, and recreational activities. Field trips and special community events are also planned.

Secondary School Program

The secondary school year program will provide programming from September 1, 2006 through June 30, 2007. This school year program will be focused, comprehensive and addresses student academic and social needs. The program extended learning opportunities will include:

- self-paced, semester long courses that allow non-traditional or at-risk students to rapidly complete courses, recover credits, and progress to graduation
- technology-driven, standards-based instructional content
- social education counseling that promotes positive youth development
- focused academic support assistive in completion of individual targeted academic goals
- preparation for the ACT or SAT tests

The program will operate 3 hours a day, 4 days a week from the closing of the school day. The program will provide each student with a nutritious snack, 3 hours a day assessable computer and tutor time within a lab setting with a qualified teacher and/ or counselor working toward credit recovery, receiving Ohio Graduation Test assistance or counseling support designed to meet individual subject-specific academic or social need.

The academic activities for all secondary school participants will provide a variety of educational classes for youth who are behind grade level or have failed previously, have difficulty passing the graduation tests, and have difficulty reading. The curriculum will be grounded in proven research based programs aligned to the Ohio Academic Content Standards. Curriculum materials chosen for the secondary school program will include technology based teaching tools and on-line secondary curriculum software that will provide a whole-course solution for granting credit in an online and create an alternative learning environment. The programs curriculum will provide lessons in the following areas: English/Language Arts, Math, Social Studies, Health and Physical Education. Skills within these domains will be ordered and addressed according to developmentally appropriate grade-level expectations.

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The program will also provide students with community service opportunities that will be designed to provide basic career development and employment skills which include Leadership, Teamwork, Personal Development, Job Attainment and Job Survival skills.

STAFF

Staffing at all sites will support an average student to staff ratio of 1 to 10. Tutors in the elementary school and secondary programs will be licensed/certified teachers meeting the state qualifications for professional certification. Educational Liaisons for intermediate and middle school programs will be licensed/certified teachers meeting the state qualifications for professional certification. All other staff will qualify for and have educational paraprofessional licenses for educational assistants and/or meet the staffing requirements for staff under the Ohio Department of Education Rules for School-age Child Care programs.

COMMUNITY PARTNERSHIPS

Through collaborations with a variety of school district and community partners, children will have the opportunity participate in programs that provide academic enrichment as well as a variety of activities and interdisciplinary units. Outside of the program hours special community events will also be planned. The following is a list of contractors and community partners that have agreed to participate in the program:

School District Partners:

- Delaware City School District, (School Age Child Care (SACC))
- Buckeye Valley Local School District, (School Age Child Care (SACC))
- Delaware Area Career Center, (STRIVE and JOG programs)

Community Contractors:

- Big Brothers/ Big Sisters of Central Ohio, Delaware Chapter:
Will recruit and train volunteers as mentors for elementary, intermediate and middle school students at Conger Elementary, Dempsey Middle School and Buckeye Valley Middle School. Mentors will spend one day week in activities at the school sites with students. Special activities for mentors and students will be planned throughout the year.
- Delaware County Juvenile Court
Will recruit and train volunteers as mentors for secondary school students. Mentors will attend 10 hours of training prior to being paired with a youth. Mentors agree to voluntarily donate their time to spend at least 2 hours a week with the youth engaging in positive activities in the community. Mentors will least once each month will assist with tutoring at DACC-South in the after school program. At the close of each grading period the Mentor Program will host a group activity for all youth involved in the program.

Community Partners:

- Ohio Wesleyan University
Will provide program volunteers for homework help in the elementary school programs and volunteers for the mentoring programs in the intermediate and middle school programs.
- Otterbein College
Will provide program volunteers for the mentoring programs in the secondary school programs.

PARENT INVOLVEMENT

Special events will be planned throughout the school year which will be designed to encourage parent involvement by each program. Families of students will have the opportunity to participate in fun activities intended to increase parents' abilities to work well with their children. The theme of these events will focused on the Search Institute's 40 Developmental Assets. These developmental assets are concrete, common sense, positive experiences and qualities essential to raising successful young people. These assets have the power during critical adolescent years to influence choices young people make and help them become caring, responsible adults. These events will also provide social/community networking opportunity for parents. A parent resource library will be also available at each program site. This library includes books and videos on different family and parenting issues.

PROGRAM EVALUATION

The after school programs will be designed to provide targeted academic support in elementary and middle school math and reading, provide enriched learning activities and special activity programs. The secondary after school programs are designed to provide targeted academic support for Ohio graduation test subjects and credit recovery. The objectives are:

- to provide academic intervention so that all students will attain proficiency or better in mathematics and language arts
- to provide academic intervention so that secondary students will attain proficiency or better on Ohio Achievement and Graduation tests.
- develop integrated education, social service, recreational and cultural programs
- decrease negative or anti-social behavior
- increase graduation rate through credit alternative educational options

The program will also provide families with education opportunities, parenting resources and access to community resources. The objective is to increase their parent/family participation in their children's

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education and improving parenting skills.

The evaluation design measures how these programs indicators have been realized. An array of data will provide information for the program evaluation. This data will include:

- Criteria on each targeted student identifying areas of academic need
- Log sheets from the centers to determine the number and frequency of student attendance
- Beginning, Middle and End-of-year assessments to measure student progress in math and reading for elementary and middle school students.
- Log sheets and progress reports to determine the number, frequency, and progress of secondary at-risk or credit recovery focused student groups
- Free and reduced lunch data
- Referral information to monitor the number and type of student behavior issues
- Satisfaction surveys directed to learning center participants (children and parent/families, teachers and community partners.

An academic criterion on each targeted student will be gathered when students are enrolled in the program. Tutors will communicate with student's teacher or school administrator to assess the student's academic needs. Attendance records and daily lesson plans will be kept by tutors and site staff and submitted on a monthly basis. Satisfaction surveys will be distributed to program participants (Students, parents/families and day school teachers) at the end of the school year program. Monthly attendance and participation reports will be prepared by project administrator.

**APPENDIX II
Revised Proposed Budget
(For period 09/01/06 to 06/30/07)**

BUDGET

FUNDS of \$41,242.00 were carried over from the SUMMER TANF GRANT.

FUNDS of \$110,127.00 were awarded for the SCHOOL YEAR TANF GRANT.

TOTAL FUNDS FOR THIS BUDGET \$151,369.00.

School year programs will operate as collaboration and partnership between the Delaware-Union Education Service Center, Delaware City School District SACC (School-Age Child Care) Program, Buckeye Valley Local School District SACC (School-Age Child Care) Program and Delaware Area Career Center. Community partners, Big Brothers and Big Sisters of Central Ohio and Delaware County Juvenile Court, will also provide services to the program.

DIRECT COST:

Contract services with Buckeye Valley Local School District will support the participation of the following students in the following programs:

- 5 students at Buckeye Valley East Elementary School @ \$50.00 a week for 32 weeks = \$8,000.00
- 15 students at Buckeye Valley Middle School @ \$50.00 a week for 32 weeks =

\$24,000.00

Total: \$32,000.00

Contract services with Delaware City School District will support the participation of the following students in the following programs:

- 10 students at James Conger Elementary School @ \$53.65 a week for 32 weeks = \$17,168.00
- 15 students at Laura Woodward Elementary School @ \$53.65 a week for 32 weeks =

\$25,752.00

- 28 students at John C. Dempsey Middle School (2 days a week) @ \$25.60 a week for 30 weeks = \$21,500.00

Total: \$64,420.00

Contract services with Delaware Area Career Center will support the participation of the following students in the following programs:

- 18 students in the STRIVE and JOG programs @ \$50.00 a week for 30 weeks = \$27,000.00

Total: \$27,000.00

Contract services with Big Brothers and Big Sisters Mentoring Program: \$7,080.00

Contract services with Delaware County Juvenile Court Mentoring Program: \$6,000.00

TOTAL DIRECT COST: \$136,500.00

INDIRECT COST:

Program Administration/Fiscal/Evaluation: \$14,868.00

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TOTAL INDIRECT COST: \$14,868.00

TOTAL BUDGET: \$151,369.00

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 06-1284

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:55AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1285

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 11:35AM.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners