

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
COMBINED WORK SESSION/REGULAR MONTHLY MEETING**

AGENDA

Thursday, February 25, 2021
VIA VIDEO CONFERENCE
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

No discussion only items this month.

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- I. MASTER AGREEMENT WITH SUMMIT HOUSING DEVELOPMENT CORPORATION
- II. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT

NEW ACTION ITEM FOR BOARD CONSIDERATION

- III. JANUARY FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. JANUARY 28, 2021 (annual organizational meeting and combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEM
 - A. JANUARY FINANCIAL STATEMENTS
- VII. SUPERINTENDENT'S REPORT
- VIII. PRESIDENT'S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Availability of community-based housing options for individuals	Using state capital assistance dollars as they become available to fund the acquisition or development of residential housing options	Board authorize master agreement with Summit Housing Development Corporation for acquisition of residential property as needed

SUPPORTING DATA FOR RECOMMENDATION

Summit Housing Development Corporation (SHDC) is a private, not-for-profit corporation, with a corporate purpose of developing, acquiring, and managing housing that is affordable to individual citizens with developmental disabilities. Summit DD and Summit Housing have a long history of collaboration with a shared purpose of ensuring a variety of affordable residential options are readily available when individuals need housing. Currently, SHDC owns and serves as landlord for approximately 100 homes in Summit County in which individuals with developmental disabilities reside.

The Ohio Department of Developmental Disabilities makes community capital assistance funds available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access that state funding, county boards must have a contract with either a nonprofit corporation specifically chartered to develop housing for individuals, or a local housing authority. The contract must include all terms required pursuant to OAC 5123-1-03, including the requirement that the county board maintain a mortgage interest in any housing purchased with the dollars.

Under current rules, state dollars can be used to acquire single family homes, a duplex, a quadplex, a manufactured home, a condominium, or for newly-constructed housing. Summit DD and SHDC enjoy a good relationship and communicate and exchange information on a regular basis to ensure alignment relative to housing needs of persons in Summit County.

**Recommended for approval by the January Finance & Facilities
and Services and Supports Committees.**

Submitted By: John Trunk

Date: January 2021

For: Superintendent/Assistant Superintendent
 X Finance & Facilities Committee
 X Services & Supports Committee
 HR/LR Committee

**CONTRACT BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
SUMMIT HOUSING DEVELOPMENT CORPORATION**

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, OH 44278, hereinafter referred to as "the Board" and Summit Housing Development Corporation, an Ohio Non-Profit Corporation with its principal office at 431 Broad Boulevard, Cuyahoga Falls, OH, 44221, hereinafter referred to as "Corporation", recites that:

WHEREAS, Corporation is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing housing that is available and affordable to individual citizens with developmental disabilities; and

WHEREAS, the Board seeks to promote the acquisition, development, and ongoing management of affordable and inclusive housing options for persons with developmental disabilities who live in Summit County; and

WHEREAS, the parties seek to facilitate individual choices of persons with disabilities in the selection of their own housing to maximize the stability and longevity of these choices, to assist these persons to be integrated in the community with persons who do not have disabilities, and to allow these persons to live in housing at affordable rent; and

WHEREAS, the Board wishes to enter into a Contract with Corporation to enable the Board to disburse State Community Capital Assistance Funds to Corporation as the Board, in its sole discretion, deems reasonable and necessary for housing options in Summit County.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE I: CONTRACT TERM

The provisions of this contract shall become effective on January 1, 2021 and shall remain in force and effect up to and including January 1, 2022.

ARTICLE II: COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of housing services to individuals with developmental disabilities.

ARTICLE III: CORPORATION OBLIGATIONS

A. Exclusive Right to Manage

1. The Corporation shall have the exclusive right to manage Summit Housing Development Corporation for the purposes of providing the services described in this contract, subject only to the Board's rights as defined in the Contract.
2. The Corporation shall consult with the Board prior to acquiring property for or leasing property to individuals served by the Board. The Corporation shall have the exclusive right to terminate a lease agreement and/or evict any resident referred by the Board according to Corporation's own lease agreement and eviction policy, and in compliance with Ohio Law and relevant DODD regulations. Corporation agrees to consult with the Board in an effort to resolve concerns prior to exercising its eviction policy.
3. The Corporation's right to manage applies exclusively to the performance of services covered by this Contract and does not authorize Corporation to perform administrative activities, service coordination, or oversight functions of the Board.

B. Services to be provided:

1. The Corporation will acquire residential property with funds provided by the Board, including Community Capital Assistance Housing Program funds, for the purpose of providing housing at affordable rents on behalf of individuals who choose to reside in a property owned/managed by Corporation. Property acquisition with such funds will be done with the active participation of the Board and individuals using or contemplating residential services, or their representatives, in the selection of the property. Individuals will be given residential options to choose from, allowing individuals to make reasonable and responsible choices from those options. The parties will take into consideration the following factors: monthly rent, related expenses, neighborhood, availability of transportation, accessibility, health and safety, physical layout of the residence, roommates, or other relevant factors when assisting individuals with their choice of residence. Should the parties disagree regarding tenant selection, the parties agree to immediately institute the Dispute Resolution Process which has been agreed to by the parties and which is incorporated into, and which is attached as Attachment A.

2. Corporation will submit to the Board upon reasonable request, all information concerning the housing of an individual referred by the Board, including but not limited to, the purchase and sales agreement, inspection reports, appraisals, and/or financing. This information may be used for funding applications and other related activities. On an annual basis Corporation shall submit an accounting of revenue and expenses for each home covered under this Contract.
3. The Corporation shall acquire and manage properties obtained pursuant to this Contract and any related supplemental contracts in an appropriate manner and in accordance with its obligations under the Ohio Revised Code in order to protect the Board's security in such property.
4. The Corporation agrees to grant the Board a security interest in any property it purchases through public funds as is required under Ohio law.
5. Within thirty (30) days after the closing on any property acquired by the Corporation utilizing Community Capital Assistance Funds, Corporation shall supply the Board with a copy of the final closing statement, insurance policies, the deed, and any notes, and/or mortgages concerning property acquired.
6. Unless otherwise authorized or approved by the Board, funds provided to Corporation by Board shall be used exclusively for the acquisition of properties as set forth in this Contract and for administration, maintenance and related expenses for such properties in which individuals with disabilities reside.
7. The Corporation shall meet all requirements pursuant to Ohio Revised Code as applicable to non-profit corporations.
8. The Corporation will develop and administer rent subsidies, as appropriate or available, to applicable individuals from all available sources.
9. The Corporation agrees to allow Summit DD to conduct periodic quality inspections of homes covered under this contract, and to participate in any corrective action deemed necessary to ensure health and safety through this process.
10. The Corporation agrees to abide by all state statutes, rules and regulations pertaining to the use of community assistance funds for the purchase, acquisition sale and maintenance of housing for individuals in supported living and will abide by all applicable federal rules and regulations.
11. The Corporation agrees throughout the term of this Contract and any renewal period to provide and keep in effect, at its cost and expense, fire and extended coverage insurance for the benefit of the Corporation and the Board, in an

amount sufficient to cover the replacement cost of any properties acquired by the Corporation. The level of coverage may be reviewed annually by the Board during the term of this Contract and the Board may require the Corporation, at its cost, to increase coverage to reflect accepted industry standards.

12. The Corporation shall be responsible for the filing of income tax or information returns with the US Internal Revenue Service, State of Ohio, and local government as required.

C. Corporation Assurances:

No member of the Corporation's Board shall participate in the deliberation or voting regarding any contract entered into by the Corporation, in which the Board Member, or any Member of the Board Member's family, has any direct or indirect interest. Further, no member of the Corporation's board shall be an owner of any property purchased by the Corporation.

D. Certification:

The Corporation shall be certified as may be required to provide housing to individuals with developmental disabilities in accordance with all applicable rules and laws established by local, state, federal regulatory agencies.

E. Information and Evaluation:

1. Corporation shall submit upon reasonable written request by the Board, any information, data, reports, or other documentation deemed to be pertinent to the contracted services. In making such request, the Board shall indicate the date by which the requested information is to be provided and such date shall allow the Corporation reasonable time to comply.
2. Corporation shall submit reports to the Board and to such other persons and/or agencies in a manner as may be required by applicable federal and state law.
3. The parties agree to meet on a quarterly basis to address any issues or concerns that have been identified through applicable review processes or feedback channels. As part of this process, the parties may agree to enter into a written plan to address any such deficiencies.
4. Corporation shall submit to the Board an annual audit conducted by a Certified Public Accountant within ten (10) days of the completion of such audit. All necessary materials for such audit shall be submitted by the Corporation to the accountant by February 28th of each year with recommended date of completion annually by May 1st.

ARTICLE IV: BOARD OBLIGATIONS

- A. The Board agrees to abide by the Rules and Regulations of the Ohio Department of Developmental Disabilities.
- B. The Board will work cooperatively with the Corporation to identify persons with developmental disabilities who wish to reside in properties acquired pursuant to this contract. The Board shall arrange for the provision of applicable support services and staff which it determines is needed for the persons to appropriately reside in such residences subject to the availability of funds. The Board shall have the sole discretion to determine what resources are available for the provisions of services. Such responsibilities shall be conducted according to applicable supported living laws and rules of the Ohio Department of Developmental Disabilities and other governing state and federal laws and regulations.
- C. The Board shall ensure that persons choosing to reside in properties of the Corporation are cognizant of their responsibilities in choosing to reside in such property.
- D. The Board shall assist residents of the property in mediating any issues that may arise relating to the management of the property by the Corporation.
- E. The Board, pursuant to requests by the Corporation and subject to approval by the Board of said requests and amounts, shall make grants to the Corporation of state community assistance funds solely for the acquisition and purchase of housing to meet the needs of persons with disabilities served by the Board. Such grants shall not exceed the total allocations given to the Board by the State and are subject to the availability of such monies from the state. The Board may at its discretion grant other monies for purposes of repairs, maintenance and other operations of the Corporation.
- F. The Board shall maintain a legal interest in all properties acquired by the Corporation with public monies in accordance with the terms and conditions of the revenues used to acquire such properties and in accordance with the agreement between the state and the Board regarding use of state capital grant monies. The Board shall maintain its legal interest through a note and a first position mortgage (when a lending institution is not involved) or a second position mortgage on the property in the amount equal to that given by the Board and used by the Corporation to acquire the individual property.
- G. The Board shall have the authority to authorize the Corporation in writing to reinvest proceeds from sales of any properties in which the Board has an interest to acquire additional properties for use in accordance with this Contract. Such sales shall be in accordance with a determination of fair market value of the property as determined by one or more appraisals and will comply with the terms of this Contract. The Board shall require the Corporation to repay the Board its interest in the property if Corporation sells said property without the Board's approval.

- H. The Board may require the Corporation to repay value of the Board's Interest in property for breach of the Corporation's obligations which may include failure on the part of the Corporation to make payments on the property in the manner prescribed by any mortgage on said property or if the Corporation is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of properties by the Corporation. The Board shall also have the right to assume the mortgage on the property with said right being a condition of the mortgage and an option of the Board and the right to insist on the transfer of title to the property to the Board or a substitute nonprofit Corporation in the event of default or violation of the contract terms and conditions by the Corporation, or if the Corporation is dissolved or files for bankruptcy.
- I. The Board may review and evaluate the services delivered by Corporation on a continuing basis to ensure that such services are delivered in accordance with this contract and with applicable state and federal laws and regulations. The Superintendent of the Board and the Executive Director of the Corporation or their appointed designee shall meet no less than annually to discuss the Corporation's efforts pursuant to this contract, to discuss grant allocations, and to permit the Board the opportunity to ascertain whether the Corporation is complying with the terms and conditions in this contract.

ARTICLE V: FINANCIAL PROVISIONS

A. Transfer of State Community Capital Assistance Funds:

The Board shall commit, for the entire term of this contract unless this contract is terminated pursuant to its terms, to transmit to Corporation all Community Capital Assistance funds that the Board shall receive per project application submitted to the State of Ohio.

ARTICLE VI: INSURANCE AND INDEMNITY

- A. Corporation hereby agrees to indemnify and hold harmless the Board for any and all costs and expenses associated with carrying out Corporation's duties under this contract, unless otherwise provided herein, including, but not limited to all deductibles on all insurance policies, and all losses occasioned by Corporation's failure to acquire insurance coverage as required.
- B. Corporation shall indemnify and hold the Board harmless against any and all third-party claims, suits, damages, or liability arising out of services provided pursuant to this contract, and against any final orders or decrees or judgments which may be entered therein, for damages.

ARTICLE VII: TERMINATION, MODIFICATION, AND NOTICE OF INTENT TO RENEW

- A. No termination clause specified herein may be used by any party unless such party has first utilized the Dispute Resolution Process set out in Article VIII of this Contract. No termination clause specified herein may be used by any party unless such party has provided 90 days prior written notice to the other party. If termination is invoked because of breach of this Contract, during the 90-day prior notice period, the party in potential breach shall have the opportunity to cure the alleged breach. This contract may be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
1. Either party may terminate upon material breach of a substantial term or terms of this Contract.
 2. The Board may terminate this Contract upon the issuance by any government agency of a notice of violation of a statute, code, or regulation regarding a risk to health, safety, or welfare to a resident of a property operated by the Corporation. However, before the Board can terminate the Contract pursuant to this clause, the Board must first allow the Corporation 90 days to remedy any such problem.
 3. The Board may terminate this Contract if Corporation defaults on any mortgage obligation regarding property acquired pursuant to this Contract, or if the Corporation is in violation of the terms and conditions of any contracts governing the acquisition of properties by the Corporation.
 4. This Contract shall be terminable by the Board in its sole discretion upon the Corporation filing for bankruptcy, a foreclosure against any property of the Corporation, finding of insolvency, appointment of receiver, assignment for benefit of a creditor, and other insolvency situation rendering Summit Housing Development Corp, Inc. incapable of fulfilling their mission.
- B. This Contract may be amended or modified only by written agreement of the parties.
- C. In the event this Contract is terminated or not renewed according to the terms specified herein, the Board may require the Corporation to repay the value at the time of the termination or non-renewal of the Board's legal interest in property. The Corporation shall transfer the title of property acquired pursuant to this agreement to the Board to the extent that such transfer of title is necessary to repay the Board for its legal interest in such property pursuant to this clause.

ARTICLE VIII: DISPUTE RESOLUTION

In the event that a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth in the attachment entitled "Dispute Resolution" which is incorporated as part of this Contract. The time requirements may be changed by consent of all parties in writing.

ARTICLE IX: MISCELLANEOUS PROVISIONS

- A. The parties agree that the rights, duties, and responsibilities set forth herein shall not be assigned without the prior written consent of the other. The parties agree that this Contract is fully enforceable and binding in its entirety upon all entities which may acquire or be a successor in any way to either party.
- B. All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:
 - TO: John Trunk, Superintendent
Summit County Developmental Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278
 - TO: Tom Jacobs, Executive Director
Summit Housing Development Corporation
431 Broad Boulevard
Cuyahoga Falls, OH 44221
- C. This document and the attachments hereto set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties.
- D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer of tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless it is revised or terminated pursuant to Article VII of this Contract.
- E. At all times during the duration of this Contract, the Board and Corporation shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

Summit County Developmental Disabilities Board:

Signature: _____

Name: _____ John Trunk _____

Title: _____ Superintendent _____

Date: _____

Summit Housing Development Corporation:

Signature: _____

Name: _____ Tom Jacobs _____

Title: _____ Executive Director _____

Date: _____

Attachment A

DISPUTE RESOLUTION **DUE PROCESS PROCEDURES**

The following process is to be used to resolve any and all disputes that may arise from the Contract process.

1. The Board and the Corporation shall first meet informally and confer in good faith to attempt to resolve any problems or disputes which may arise during the course of the Contract.
2. This dispute resolution process may be initiated by either a representative of the Board or a contract provider and is intended to provide a formal mechanism for addressing matters dispute when more informal means have been unsuccessful.
3. Issue for which this formal dispute resolution is invoked must relate in some manner to a specific provision of the Contract process in relation thereto.
4. The party invoking this dispute resolution process shall do so by sending written notice to the Board/principle executive officer and board chairperson of the other Corporation, if applicable:
 - a. This written notice is to be sent within fourteen (14) calendar days of the time the matter of dispute took place the time the disputing party and opportunity to learn of the matter.
 - b. This written notice shall state explicitly that the formal dispute resolution process called for in this policy is being invoked.
 - c. This written notice shall identify the specific action or inaction which is being contested and reference the specific provision which is allegedly being violated.
5. Within fourteen (14) calendar days of the receipt of such written notice, the Board, and the Corporation, or chief executive officer of the Corporation. Shall meet to resolve the matter in dispute.
6. If these two individuals are unable to resolve the matter within the allotted fourteen (14) calendar days, they each shall commit to writing their understanding of what points of dispute remain and of the facts and any relevant documentation which bear on this matter.

These written statements, along with notice of impasse, shall be submitted to the Chairperson of both organizations (if applicable) within twenty-one (21) days of original filing of written notice.

7. The Board shall arrange for a joint meeting of the Board of Trustees or specified delegates of the Board of Trustees and the Corporation and members of the Corporation board, if applicable, to review the matter of dispute and attempt to resolve it.
 - a. This meeting shall take place at a mutually agreeable time, but not later than forty-five (45) days after the initial filing of the dispute notice.
 - b. Both the Board and the Corporation shall select their respective representatives to the joint meeting.
 - c. In addition, the Board and the Corporation, or principal executive officer of Corporation, shall be invited to participate in this joint meeting.
 - d. Any preliminary resolution of the dispute growing out of this joint meeting, assuming that full satisfaction by both organizations may be subsequently required, shall be committed to writing and signed by the Chairpersons of both organizations.
8. By mutual consent, a third-party mediation procedure may be incorporated into the dispute process. This may occur at such time as resolution cannot be reached at Step 7.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit Housing Development Corporation (SHDC) for payment of rent and utilities.	Contract supports rent and utilities for three crisis respite homes in Summit County.	Approval of contract with SHDC for rent and utilities for January 1, 2021 to December 31, 2021. Contract amount not to exceed \$58,200.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: Supports rent and utilities for a total of 10 bedrooms.

Amount of Increase: 0

This contract is between Summit DD and Summit Housing Development Corporation (SHDC) for the payment of rent and utilities for three respite homes in Summit County. Summit DD uses these homes for temporary placement of adults and teenagers during a time when they can no longer remain at their current residential location.

About five years ago Summit DD and the Summit County ADM Board collaborated to open a respite home for adults who were dually diagnosed with both a developmental disability and also had a mental health diagnosis. The purpose of this home was to provide an emergency, short term placement option for individuals who can no longer be maintained in their current residential situation. The intent of this home is to stabilize the individual and then transition them back home or find an alternate long-term residential option. This home has proved to be vital in the emergency placement of many adults in Summit County, often having both bedrooms full. The average stay is about 3 months and most individuals transition very successfully out of the home. This home is owned by SHDC and currently staffed by ViaQuest. Since its inception, Summit DD and ADM have split the rent and utilities utilizing money in a shared account that each agency contributes to. Total rent and utilities for this home is \$1300 per month.

In 2018, Summit DD received a two-year grant from the Ohio Department of Developmental Disabilities which provided funding for the start up of a crisis respite home for teens. Once again, Summit DD secured a home owned by SHDC and used the grant money to pay the rent and utilities. The purpose of this home is to provide short term stabilization to youth with developmental disabilities in an effort to keep them in their local community while providing support to both them and their families. This model is a bit different in that the direct support staff actually live in the home. Summit DD contracts with Koinonia to provide this "house parent" model. This model works so much better for the teens in the home as they are able to build relationships with the staff and leave the home more mature and independent. The success of this home has been used as a model across the state. Once the grant with DODD ended, Summit DD secured an additional grant to pay the majority of the \$1500 rent and utilities through the end of June 2021.

Earlier this year need arose for an additional home for youth. Summit DD partnered with SHDC who purchased a twin plex house. This home is unique in that one side of the home utilizes the "house parent" model provided by Koinonia while the second side allows for a more independent living option. The idea is that youth can transition from the more supported side to the independent side and then eventually out in the community with minimal or no supports. This home offers two bedrooms on one side and three bedrooms on the transitional side. Total rent and utilities are \$2700 per month.

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

X Finance & Facilities Committee

X Services & Supports Committee

_____ HR/LR Committee

Date: January 2021

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

In summary:

	Rent & Utilities (monthly)	Rent & Utilities (annually)	Current Funding Sources
Adult Respite Home	\$1300	\$15,600 (half = \$7800)	Shared ADM & Summit DD
Kids Respite Home 1	\$1500	\$18,000	Currently covered by grant
Kids Respite Home 2	\$2700	\$32,400	Summit DD

Total cost for this contract is \$58,200. Money is in the 2021 budget.

Recommended for approval by the January Services & Supports and Finance & Facilities Committees.

Submitted By: Holly Brugh

Date: January 2021

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

**CONTRACT BETWEEN SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD AND SUMMIT HOUSING DEVELOPMENT
CORPORATION**

This Contract is made and entered into by and between Summit County Developmental Disabilities Board ("Summit DD"), a Board authorized and created under the provisions of Ohio Revised Code Chapter 5126, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, and Summit Housing Development Corporation ("SHDC"), an Ohio non-profit corporation with its principal office located at 431 Broad Boulevard, Cuyahoga Falls, Ohio 44321:

WHEREAS, SHDC is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing affordable housing to individual citizens with developmental disabilities; and

WHEREAS, SHDC is the owner of certain homes located in Barberton, Cuyahoga Falls and Stow which are currently used exclusively by Summit DD to fill immediate housing needs of individuals in crisis;

NOW, THEREFORE, the parties desire to formalize this arrangement through this Contract and agree as follows:

I. Summit DD Obligations

- A. Summit DD is responsible to identify, through the team planning process:
 - a. Individuals who are appropriate for housing in a residential option covered by the terms of this Contract;
 - b. Appropriate and adequate providers who are authorized to provide services to individuals; and
 - c. Any unusual risk behaviors of individuals that require notification to SHDC.
- B. Summit DD is responsible to monitor provider compliance with staffing and services provided in the homes; such services to be provided based on individual needs as identified in each Individual Service Plan ("ISP").
- C. Summit DD will address issues relative to the quality of service provision in the homes with the responsible providers.
- D. Summit DD will reimburse SHDC for monthly rent and utilities for each home covered by this Contract. Specific information identifying individual home(s) and cost of rent and utilities for same is identified in Exhibit A, attached hereto and incorporated by reference into this Contract.
- E. Summit DD will reimburse SHDC for repairs or maintenance due to tenant damage, when that damage is outside of ordinary and customary tenant wear and tear and when Summit DD has given prior approval for the expenditures.

II. Summit Housing Development Corporation Obligations

- A. SHDC agrees that it will not seek tenants for any of the homes used for respite under this Contract.
- B. SHDC will maintain each home under this Contract in good condition and shall provide routine maintenance and related repairs at its cost.
- C. SHDC agrees to maintain in its name and in active status all utilities in each home under this Contract.
- D. SHDC will present to Summit DD for prior approval cost estimates for repairs or maintenance that are necessary due to tenant damage and that fall outside of its normal and customary obligations under Section IIB above.

III. Amount of Contract. The amount of this Contract shall not exceed Fifty-Eight Thousand Two Hundred Dollars (\$58,200) and is limited to Summit DD's 2021 appropriation. Payment shall be made in twelve (12) equal installments based on the costs identified in Exhibit A.

IV. Term and Termination. This Contract is effective from January 1, 2021 through December 31, 2021. This Contract may be terminated by either party at any time for cause or for no cause by providing the other party with notice in writing not less than sixty (60) days prior to terminating this Contract.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date indicated below.

SUMMIT HOUSING DEVELOPMENT
CORPORATION

SUMMIT COUNTY DEVELOPMENTAL
BOARD

Thomas J. Jacobs
Executive Director

John J. Trunk
Superintendent

Date

Date

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE MONTH ENDED JANUARY 31, 2021 AND 2020

	1/31/2021			1/31/2020		
	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2020 ANNUAL BUDGET	2020 YTD ACTUAL
OPERATING REVENUE						
PROPERTY TAXES	\$ 53,454,163	\$ -	\$ 53,454,163	100.0% 1	\$ 51,959,267	\$ -
REIMBURSEMENTS	6,344,000	267,723	6,076,277	95.8%	10,262,948	211,371
GRANTS	1,683,639	-	1,683,639	100.0%	1,290,062	68,236
CONTRACT SERVICES	-	-	-	0.0%	20,000	-
REFUNDS	-	1,973	(1,973)	0.0%	-	-
OTHER RECEIPTS	85,000	75,267	9,733	11.5% 2	81,500	6,282
TOTAL REVENUE	\$ 61,566,802	\$ 344,963	\$ 61,221,839	99.4%	\$ 63,613,777	\$ 285,889
OPERATING EXPENDITURES						
SALARIES	\$ 18,967,852	\$ 1,529,897	\$ 17,437,955	91.9%	\$ 17,860,147	\$ 1,398,027
EMPLOYEE BENEFITS	7,816,538	236,948	7,579,590	97.0% 3	7,598,570	238,377
SUPPLIES	445,602	18,755	426,847	95.8%	414,572	69,015
TRAVEL AND TRAINING	341,460	2,170	339,290	99.4%	344,264	33,555
DIRECT CONTRACT SERVICES	9,089,940	242,265	8,847,675	97.3% 4	9,351,090	496,672
INDIRECT CONTRACT SERVICES	1,860,242	75,304	1,784,938	96.0% 5	1,858,035	134,533
MEDICAID COSTS	24,300,000	4,897,718	19,402,282	79.8% 6	28,040,000	-
UTILITIES	535,000	26,251	508,749	95.1%	562,000	39,148
RENTALS	8,245	-	8,245	100.0%	8,000	999
ADVERTISING	136,000	4,230	131,770	96.9%	131,000	10,775
OTHER EXPENSES	332,635	-	332,635	100.0%	324,580	9,033
EQUIPMENT	112,000	-	112,000	100.0%	111,000	13,274
REAL PROPERTY IMPROVEMENT	200,000	13,398	186,602	93.3% 7	200,000	-
TOTAL EXPENDITURES	\$ 64,145,514	\$ 7,046,936	\$ 57,098,578	89.0%	\$ 66,803,258	\$ 2,443,408
NET REVENUES AND EXPENDITURES	\$ (2,578,712)	\$ (6,701,973)	\$ 57,098,578	89.0%	\$ (3,189,481)	\$ (2,157,519)
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 57,765,589	\$ 57,765,589			\$ 66,803,258	\$ 2,443,408
LESS: EXPENDITURES	61,566,802	344,963			\$ (3,189,481)	\$ (2,157,519)
ENDING FUND BALANCE	\$ 55,186,877	\$ 51,063,616				

**Reviewed by the February
Finance & Facilities Committee**

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED JANUARY 31, 2021
(Rounded)**

An evenly distributed monthly budget			
Evenly distributed budget remaining for eleven months			
			8.3%
			91.7%
Revenue:			
1	Property Taxes:	Approximately 49% of the annual property tax collection is expected in March or April.	
2	Other Receipts:	Refund from the Akron Community Foundation for undistributed funds with the Summit County COVID-19 Nonprofit Emergency Relief Grant program.	
Expenditures:			
3	Employee Benefits:	January is a premium holiday month realizing a cost benefit based on December medical and dental costs.	\$ 56,000
4	Direct Contract Services:	Sanitizing of provider vehicles, day program facilities and homes of individuals served via a contract with In-door Air Quality Consultants.	(404,200)
5	Indirect Contract Services:	Annual licensing, maintenance and support contract renewals for the following applications: iCIMS - Applicant tracking software for the Human Resources Department, Rolta Advizex Technologies - Storage area network hardware and software.	27,700
6	Medicaid Costs:	Payments to DODD for the following costs: Quarterly Medicaid waiver administrative fee, Quarterly Medicaid waiver match.	12,600 19,700
7	Real Property Improvement:	Repairs and maintenance to the HVAC system at the Southern Center building.	403,500 4,494,200 13,400

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, January 28, 2021
5:30 p.m.

The **annual organizational meeting, combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, January 28, 2021 via video conference. The **annual organizational meeting** convened at 5:36 p.m.

BOARD MEMBERS PRESENT

Meghan Wilkinson	Tami Gaugler
Denise Ricks	Allyson V. James
Tom Quade	Jason Dodson
Dave Dohnal	

ALSO PRESENT

John J. Trunk, Superintendent	Joe Eck, Director of Labor Relations & Risk Management
Lisa Kamlowsky, Assistant Superintendent	
Holly Brugh, Director of SSA & Children's Service	Danyelle Conner, Director of Human Resources
Mira Pozna, Director of Fiscal	Drew Williams, Director of Community Supports & Development
Russ DuPlain, Director of IT & Facilities	Maggi Albright, Recording Secretary and others
Billie Jo David, Director of Communications & Quality	

I. ELECTION OF OFFICERS

Ms. Wilkinson thanked Mr. Dohnal and Mr. Quade for serving as the Nominating Committee to collect nominations for 2021 Board Officers. The Nominating Committee had requested Board Members, including those who held officer positions in 2020, reach out if interested in an officer position in 2021. A slate of officers in which one candidate was nominated for each position was presented. Ms. Wilkinson called for additional nominations. Hearing none, Mr. Dohnal reported the 2021 Summit DD Board Officer nominations are: President: Tom Quade, Vice-President: Tami Gaugler, and Secretary: Jason Dodson.

R E S O L U T I O N

No. 21-01-01

Mr. Dohnal moved that the election of Board Officers for 2021 be approved, as follows:

<u>President:</u>	<u>Tom Quade</u>
<u>Vice President:</u>	<u>Tami Gaugler</u>
<u>Secretary:</u>	<u>Jason Dodson</u>

The motion, seconded by Mr. Dodson, was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

ANNUAL ORGANIZATIONAL MEETING (continued)

II. ETHICS COMMITTEE

An Ethics Committee is needed for 2021 and requires at least one Board Member who serves on this committee does not have a family member who receives services. The recommendation is for Tami Gaugler, Allyson V. James and Jason Dodson serve on the Ethics Committee in 2021. All accepted the recommendation.

RESOLUTION

No. 21-01-02

Mrs. Ricks moved that the Board Members appointed to serve on the Ethics Committee in 2021 are as follows:

Tami Gaugler

Allyson V. James

Jason Dodson

The motion, seconded by Mrs. Gaugler, was unanimously approved.

III. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES

The following Superintendent Committee assignments were proposed:

Finance & Facilities Committee: Tom Quade, Allyson V. James, Jason Dodson

HR/LR Committee: Tom Quade, Meghan Wilkinson

Services & Supports Committee: Tami Gaugler, Denise Ricks, Dave Dohnal

Mr. Quade asked Board Members if they are satisfied with the 2021 committee assignments. Hearing no objections, the proposed committee assignments for 2021 stand. Mrs. Albright will develop a meeting schedule for 2021 committees and distribute as soon as possible.

IV. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT

Individuals appointed or reappointed to serve on county developmental disabilities boards are required by the Ohio Revised Code (ORC) Section 5126:024 to provide a Declaration of Eligibility to serve upon appointment or reappointment. Best practice recommends this document be reviewed and signed by each Board Member on an annual basis versus solely upon appointment or reappointment. Additionally, Summit DD Board Members agreed to sign a Code of Ethics and Conduct each year at the time Declarations are signed. Mrs. Albright has distributed both documents to Board Members for signatures. Please sign and return the documents to her at your earliest convenience.

The annual organizational meeting adjourned at 5:47 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

WORK SESSION

The **work session meeting** of the Summit County Developmental Disabilities Board convened at 5:47 p.m.

I. SUMMIT HOUSING DEVELOPMENT CORPORATION MASTER AGREEMENT

Summit Housing Development Corporation (SHDC) is a private, not-for-profit corporation with the purpose of developing, acquiring and managing affordable housing for individuals with developmental disabilities. Summit DD and SHDC have a long history of collaboration with a shared purpose of ensuring a variety of affordable residential options are readily available when individuals have housing needs. SHDC currently owns and serves as landlord for approximately 100 homes in Summit County in which individuals with developmental disabilities reside. The Ohio Department of Developmental Disabilities (DODD) makes capital assistance funds available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access state funding, county boards must have a contract with either a non-profit corporation specifically chartered to develop housing for individuals with disabilities or a local housing authority. The contract must include all terms required pursuant to Ohio Administrative Code (OAC) 5123-1-03, including the requirement that the county board maintain a mortgage interest in any housing purchased with the dollars. Under the current rule, state dollars can be used to acquire single family homes, duplex, quadplex, manufactured homes, condominiums or newly constructed housing. Summit DD and SHDC have a good relationship, communicating and exchanging information on a regular basis to ensure alignment relative to housing needs for individuals in Summit County. The request is for the Board to authorize the Master Agreement with SHDC for acquisition of residential property, as needed. The Master Agreement with SHDC has been recommended for approval by the January Finance & Facilities and Services & Supports Committees.

II. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT

Approximately five years ago Summit DD and the ADM Board collaborated to open a respite home for adults who are dually diagnosed with both a developmental disability and also a mental health diagnosis. The purpose of the home is to provide an emergency, short-term placement option for individuals who can no longer reside in their current situation. The intent of the home is to stabilize the individual and then transition them back home or find an alternate long-term residential option. This home has proved to be vital in the emergency placement of many adults in Summit County, often having both bedrooms full. The average stay is about three months and most individuals transition very successfully out of the home. This home is owned by SHDC and currently staffed by ViaQuest. Summit DD and the ADM Board split the rent and utilities of \$1,300/month utilizing money from a shared account into which each agency contributes.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

WORK SESSION *(continued)*

II. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT *(continued)*

In 2018, Summit DD received a two-year grant from DODD which provided funding for the start of a crisis respite home for teens. Summit DD partnered with SHDC to secure a home and used the grant dollars to pay rent and utilities. This home provides short-term stabilization to youth with developmental disabilities in an effort to keep them in their local community while providing support to both the youth and the family. Summit DD contracts with Koinonia to provide a “house parent” model in which direct support staff live in the home. This is an effective model, as it helps the youth build relationships with staff and leave the home more mature and independent. The success of this home has been used as a model across the State of Ohio. Once the grant ended, Summit DD secured an additional grant to pay the majority of the \$1,500/month rent and utilities through the end of June 2021. The need arose for an additional youth home, so Summit DD partnered with SHDC again. SHDC purchased a twin plex and used the “house parent” model provided by Koinonia on one side of the home while the second side allows for a more independent living option. The idea is that youth can transition from the more supported “house parent” side to the independent side and then eventually move out into the community with minimal or no supports. This home offers two bedrooms on the “house parent” side and three bedrooms on the transitional side. The total rent and utilities are \$2700/month. The request is to enter into a contract with SHDC for the period January 1, 2021 through December 31, 2021 in an amount not to exceed \$58,200, for payment of rent and utilities for the three respite homes owned by SHDC in Summit County. Funds are available in the budget and the SHDC contract has been recommended for approval by the January Finance & Facilities and Services & Supports Committees.

III. EXTENSION OF POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)

The Families First Coronavirus Response Act (FFCRA) required certain employers provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. Summit DD responded by approving Policy 2036 effective April 1, 2020 through December 31, 2020, which are the effective dates of the FFCRA. This policy incorporates the federal mandates under FFCRA by affording eligible employees up to ten days of paid sick leave for qualifying reasons related to COVID-19. In addition, it expands family medical leave for qualifying reasons related to COVID-19 to employees who have been employed by Summit DD for at least 30 days. Since April 1, 2020, twelve employees have used the emergency paid sick leave benefit under this policy and three employees have used the FMLA expansion for childcare purposes. The recommendation is to extend this policy through March 31, 2021 to continue to provide employees with these additional leave options as the vaccine is administered and schools strive to re-open for in-person learning. The extension of Policy 2036 has been reviewed by the January HR/LR Committee.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

WORK SESSION *(continued)*

IV. INTELLINETICS CONTRACT

Summit DD Records Department staff are focused on digitizing decades worth of paper files in order to modernize the records system and make it more efficient. The files targeted for scanning are those of individuals no longer served by the Board, for reasons other than death, but are required by rule to be retrained. The request is to contract with Intellinetcs, a software and scanning company that has worked with about two thirds of the county boards in Ohio. Intellinetcs is also a vocational/habilitation worksite serving individuals with developmental disabilities in central Ohio. Contracting with Intellinetcs to scan these paper files will digitize the files, which equal roughly 515' of files; the equivalent of 57 four-drawer filing cabinets. The contract would be in an amount not to exceed \$95,000. Funds are available in the budget and the Intellinetcs contract has been recommended for approval by the January Finance & Facilities and Services & Supports Committees.

V. DECEMBER FINANCIAL STATEMENTS

December ended in a positive position of \$5,478,924 and a fund balance of \$57,765,589. Revenue in December included quarterly Title XX reimbursement of \$92,100. Expenditures included provider grant payments in the amount of \$230,000, \$28,000 for Indoor Air Quality Consultants, \$147,000 for the Family Engagement Program (FEP), \$14,200 in County internal audit fees, \$66,000 for annual licensing and maintenance fees for phone and IT systems, \$20,500 for the purchase of HP Elite touchscreen notebooks and \$25,800 for annual County Annual Financial Audit (CAFR) fees. Year-end reimbursements are under budget largely due to not receiving an anticipated cost report settlement, which was offset by a temporary increase in federal reimbursement for targeted case management (TCM). Direct costs related to the COVID-19 pandemic are included in supplies, contract services and the Medicaid cost areas. The COVID-19 pandemic related expenses totaled \$1,316,200 in 2020. Mr. Quade asked if there is an expectation that COVID-19 related expenses such as the provider grants and Summit DD's PPE distribution will continue and have staff thought about doing a story about how the Board is supporting the community and its providers. Mr. Trunk replied that support to individuals, families, providers and the community will continue and noted that the Board has already invested approximately \$1.6M in support. The local provider community as well as the County Executive's office have publicly recognized Summit DD's contributions. The December financial statements have been recommended for approval by the January Finance & Facilities Committee.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

WORK SESSION *(continued)*

VI. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES 2021 MEMBERSHIP DUES

The OACB has been in place for many years and provides assistance to county boards with federal and state issues, legislative lobbying, advocacy, communication, professional development, policy development and technical assistance. The OACB has four pillars of service identified in its Mission: advocacy, communications, professional development and technical assistance. Below are some of the things OACB has been working on under each pillar:

Advocacy – enhanced Federal Medical Assistance Percentage (eFMAP), Adult Day Service (ADS) provider financial support through Acuity B and C, temporary emergency rate increase (TERI) and one-time payment to HPC providers and single ISP software integration.

Communications – COVID-19 updates and information and creation of new electronic publication *SSA Today*.

Professional Development – virtual Executive Development Program (EDP) and virtual Annual Convention.

Technical Assistance – COVID-19 support where OACB staff have spend thousands of hours providing both individualized and statewide support to county boards in nearly every aspect of operations from service planning and direct supports to financial management, communications, etc.

OACB dues for 2021 are \$92,700, which has been the same rate since 2019. Funds are available in the budget and the Superintendent recommends renewal of membership with OACB. Ms. James thanked the Superintendent for including the OACB information and noted it was very helpful in understanding how annual dues are utilized. Mr. Dodson noted that some organizations set a dues structure around the needs of the larger counties which can be to the detriment of smaller counties. He asked about how the OACB dues are structured. Mr. Trunk replied that over the past years OACB has gotten stronger and more collaborative under the excellent leadership of Executive Director, Bridget Gargan. Additionally, OACB Trustees are appointed regionally and also to represent the largest and smallest counties in an effort to ensure the needs of all counties are heard. Mr. Trunk noted that Dave Dohnal has served as an OACB Trustee. Mr. Dohnal added that Ms. Gargan and OACB staff have done an excellent job of balancing the issues of the large counties with the needs of the smaller counties. Mr. Trunk mentioned that Bridget Gargan has visited Summit DD and attended Board Meetings in the past to provide more in-depth information; he will reach out and see if he can set something up in future months.

The work session adjourned at 6:22 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:22 p.m.

I. APPROVAL OF MINUTES

A. DECEMBER 17, 2020 (combined work session and regular meeting)

RESOLUTION **No. 21-01-03**

Ms. Wilkinson moved that the Board approve the minutes of the December 17, 2020 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mr. Dohnal, was unanimously approved.

II. BOARD ACTION ITEMS

A. EXTENSION OF POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)

RESOLUTION **No. 21-01-04**

Mrs. Ricks moved that the Board approve revisions to Policy 2036 to extend availability of benefits through March 31, 2021, as presented in attachment #3. The motion, seconded by Mrs. Gaugler, was unanimously approved.

B. INTELLINETICS CONTRACT

RESOLUTION **No. 21-01-05**

Mr. Dohnal moved that the Board approve a contract with Intellinetics to digitize targeted files, in an amount not to exceed Ninety-Five Thousand Dollars (\$95,000), as presented in attachment #4, and that the Superintendent be authorized to execute said contract. The motion, seconded by Mrs. Ricks, was unanimously approved.

C. DECEMBER FINANCIAL STATEMENTS

RESOLUTION **No. 21-01-06**

Mrs. Gaugler moved that the Board approve the December Financial Statements, as presented in attachment #5. The motion, seconded by Ms. Wilkinson, was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

BOARD MEETING *(continued)*

II. BOARD ACTION ITEMS *(continued)*

D. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES 2021 MEMBERSHIP DUES

RESOLUTION

No. 21-01-07

Ms. James moved that the Board approve payment of 2021 membership dues to the Ohio Association of County Boards in the amount of Ninety-Two Thousand Seven Hundred Dollars (\$92,700), and that the Superintendent be authorized to execute said payment. The motion, seconded by Mrs. Ricks, was unanimously approved.

III. SUPERINTENDENT'S REPORT

Superintendent Trunk welcomed Summit DD's newest Board Member, Jason Dodson. Mr. Dodson was formerly employed as the Chief of Staff for the Summit County Executive's office from 2008-2019. He is currently a shareholder with Roetzel & Andres. Mr. Dodson brings a wealth of knowledge and staff are looking forward to working with him.

Mr. Trunk reported three vaccination clinics were held at the Summit County Health Department (SCHD) for people identified in the 1A category with about 700 people vaccinated with first doses. There are make-up clinics scheduled for people in 1A who were not vaccinated. Summit DD partnered with SCHD to hold two vaccination clinics at the Howe Rd. campus here about 900 people with disabilities were vaccinated. The collaboration and coordination for these clinics has been nothing short of remarkable. Superintendent Trunk thanked Heath Commissioner Donna Skoda and her staff, DODD Director Jeff Davis and his staff, Dr. Michael Bingham of Akron Children's Hospital and his staff, along with Drew Williams, Holly Brugh, and many other Summit DD staff for their efforts. He also thanked Allyson V. James for brainstorming on ways to conduct more outreach to direct service staffing populations in the African American community. Mrs. Ricks stated her daughter received a first dose of the vaccine at the Summit DD drive-thru clinic. Gail Brooks, Referral & Support Specialist (RSS), reached out and explained the process, answered all questions and set-up the appointment for the vaccination. Mrs. Ricks said everything went very smoothly and she thanked all involved.

The Superintendent mentioned that he and Tom Quade have been invited to sit on a panel discussion hosted by the Autism Society of Greater Akron to discuss the Coronavirus vaccine, concerns and disparities. Mr. Quade said he is thrilled to have the opportunity to talk about this important topic.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

BOARD MEETING (continued)

III. SUPERINTENDENT'S REPORT (continued)

Mr. Trunk announced Jerry Craig, Executive Director of the ADM Board has resigned and will be taking a position with the Ohio Department of Mental Health. Mr. Trunk stated he and Mr. Craig had a great working relationship with good strategic planning and collaboration; he will be missed. Aimee Wade has been named Interim Executive Director.

Mr. Trunk commented that the design phase of the Cuyahoga Falls and Barberton project has been completed and the construction planning phase will begin where Summit Construction will convert the plans into a work schedule. The split of the main campus is moving forward, including the necessary zoning changes.

IV. PRESIDENT'S COMMENTS

Mr. Quade thanked the Superintendent and staff for their hard work during a year full of surprises, challenges and accomplishments. This new year will bring more of the same and he is confident the Superintendent and staff will continue to meet challenges with the same vigorous resilience and commitment. Things will get better and there will still be lots of work to do. We will all get through this together. Mr. Quade noted that 2021 is the last year he will be eligible to serve on the Board, as it will mark the end of twelve years of service so he will be term limited. He hopes to have a meaningful year to mark the end of his service on the Board and he looks forward to doing so with an amazing Board and a fantastic Superintendent and Leadership team that are well aligned.

V. EXECUTIVE SESSION

RESOLUTION

No. 21-01-08

Mr. Dodson moved that the Board enter into Executive Session in compliance with Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment of public employees. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mrs. Gaugler.

Roll call: Quade-yes, Wilkinson-yes, Ricks-yes, Dohnal-yes, Gaugler-yes, James-yes and Dodson-yes.

The regular session of the Board Meeting adjourned at 6:43 p.m.

The Board entered Executive Session at 6:45 p.m.

The Board Meeting reconvened at 7:05 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting
Thursday, January 28, 2021

BOARD MEETING *(continued)*

VII. ADDITIONAL ACTION ITEMS

A. EMPLOYMENT CONTRACT – JOE ECK

RESOLUTION No. 21-01-09

Mrs. Ricks moved that the Board approve a contract of employment for Joe Eck, Director of Labor Relations and Risk Management, for the period April 21, 2021 through April 20, 2023. The motion, seconded by Mrs. Gaugler, was unanimously approved.

B. EMPLOYMENT CONTRACT – BILLIE JO DAVID

RESOLUTION No. 21-01-10

Ms. Wilkinson moved that the Board approve a contract of employment for Billie Jo David, Director of Communications & Quality, for the period May 3, 2021 through May 2, 2023. The motion, seconded by Ms. James, was unanimously approved.

There being no further business, the Board Meeting adjourned at 7:08 p.m.

Jason Dodson, Secretary