

AVON LAKE CITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
AVON LAKE HIGH SCHOOL L.A.K.E. CENTER



JANUARY 9, 2024

6:30 p.m. Regular Meeting

WELCOME

A. Call to Order

B. Roll Call

Members Present: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Members Absent: Mrs. Machovina

C. Pledge of Allegiance

SPECIAL PRESENTATIONS/ANNOUNCEMENTS

A. Certificates of Appreciation for Exemplary Leadership and Service to Public Schools

From the Ohio School Boards Association for School Board Recognition Month

Presenter: Mrs. Joelle Magyar, Superintendent

Mrs. Magyar presented the Board of Education with Certificates of Appreciation in recognition of OSBA School Board Recognition Month

B. Curriculum & Instruction Report

Dr. Jack Dibee, Jr., Assistant Superintendent

School Spotlight--LEAPS Preschool

Dr. Dibee introduced Stacy Vince, LEAPS Preschool Supervisor to present the January School Spotlight. Ms. Vince introduced Jody Freidman, Megan Miller and Stacie Packard. The 5 star LEAPS program (Learning Early and Parent Support) educates 107 3-5 year old preschoolers. There are 5 classrooms and 10 Paraprofessionals. A gift made by the preschoolers was presented to each board member.

Building A Legacy Community Survey

Dr. Dibee announced that the Community Survey has been mailed and 400 responses have been received so far. The turnout has been impressive.

PUBLIC PARTICIPATION

A. Public Participation

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public comment is the opportunity to make a comment to the Board. Anyone wishing to address the Board will be asked to state their name, address, and topic, and they will be given three (3) minutes to speak. **If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used.** If your comment involves a problem with a student, employee, or Board member please do not address them by name. The primary role of the Board of Education is to listen and reflect on your comments. Sometimes Board members may respond or ask questions, but not always. Whether we respond or not, your input is valued.

APPROVAL OF REVISION OF MINUTES

There was no approval of revision of minutes.

Motion By:

Second By:

Roll Call: Mrs. Gardiner, Mrs. Machovina, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

8-24 APPROVAL AND SIGNING OF MINUTES

A. Approval of Minutes

Regular Meeting - December 12, 2023

Motion By: Mr. Sherban

Second By: Mrs. Gardiner

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

LIAISON REPORTS/INFORMAL BOARD DISCUSSION

There were no liaison reports/informal board discussion.

9-24 TREASURER'S CONSENT ITEMS

A. Regular Monthly Reports

To approve the treasurer's report, the monthly financial statement (including paying of bills) and the investments as presented by the Treasurer

B. Advance, Return Advances or Transfers

To authorize the Treasurer of the Avon Lake Board of Education to advance, return advances or transfer funds as needed

C. Amend Appropriations

To amend Appropriations for FY 2024 as needed

D. Approval of Then and Now Purchase Orders

To approve Then and Now purchase orders as presented by the Treasurer as needed

E. Network System Upgrades/Replacements

To approve network system upgrades/replacements

F. Agreement with The Educational Service Center of Northeast Ohio - Capstone Academy

To approve an Agreement with The Educational Service Center of Northeast Ohio for a student to receive educational services through Capstone Academy while in residential care

G. Accept the following Depository Agreements for the period of January 14, 2024 - January 13, 2029

Huntington National Bank

Motion By: Mrs. Opaskar

Second By: Mrs. Gardiner

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

10-24 TREASURER'S DISCUSSION/ACTION ITEMS

A. Approve Tax Budget for FY 2025

To approve the Tax Budget for FY 2025 as presented by the Treasurer

Ms. Reed explained that the Tax Budget is required by law for the collection of taxes.

Motion By: Mrs. Gardiner

Second By: Mr. Sherban

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

11-24 TREASURER'S DISCUSSION/ACTION ITEMS

B. Self-Certifying \$50,000.00 Micro-Purchase Threshold for use of Federal Funds

The Superintendent recommends self-certifying a micro-purchase threshold of \$50,000, in accordance with 2 C.F.R. § 200.320(a)(iii) and (iv) for expenditures of federal funds, consistent with the \$50,000 bidding threshold in R.C. 3313.46 and the \$50,000 design fee threshold for prequalified design professionals in R.C. 153.71.

Background:

1. The District is, from time to time, the recipient of Federal grant funding ("Federal Funds"), which it uses to purchase goods and services.
2. When using Federal Funds, the Board must comply with the procurement requirements set forth in the Uniform Guidance, including the use of approved procurement methods found in 2 CFR § 200.320.
3. 2 C.F.R. § 200.320(a)(ii) provides that the Board may award "micro-purchases" without soliciting competitive price or rate quotations, where the Board determines the price of such "micro-purchase" to be reasonable.
4. 2 C.F.R. § 200.320(a)(iii) and (iv) allow the Board to self-certify a "micro-purchase" threshold up to \$50,000 on an annual basis.
5. An increased micro-purchase threshold is justified because R.C. 3313.46 provides for a \$50,000 threshold for sealed bidding and R.C. 153.71 provides for a \$50,000 threshold for prequalified design services procurement.
6. Having consistent thresholds will ensure consistency and efficiency in the District's procurement processes and procedures; accordingly, the Superintendent recommends that the Board raise the micro-purchase threshold to \$50,000.
7. The district shall maintain documentation related to all micro-purchases to be made available to the Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334.

The Board of Education hereby resolves as follows:

The Board certifies a \$50,000 micro-purchase threshold for any expenditure of Federal Funds, as permitted by 2 C.F.R. § 200.320(a)(iii) and (iv).

Dr. Lauver explained that the \$50,000 threshold will assist with aligning projects.

Motion By: Mr. Sherban

Second By: Mrs. Gardiner

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

12-24 TREASURER'S DISCUSSION/ACTION ITEMS

C. Authorizing Purchase Agreements with Vendors for Safety Grant Projects

The Superintendent recommends selecting DF Supply, Inc., VASU Communications, Inc., RedShift Technologies, LLC, Cleveland Door Company, and Traffic and Parking Control Co., Inc. (collectively the "Vendors") to provide materials and the associated labor for installation for multiple District projects and requests authority to execute purchase agreements with each Vendor.

Background:

1. The District has identified a need for the following projects (collectively the "Projects"). A security gate at Troy Intermediate School, portable radios at Learwood Middle School and Troy Intermediate School, security cameras at Troy Intermediate School and Redwood Elementary School, an exterior door replacement at Eastview Elementary School, an exterior door purchase at Westview Elementary School,

and traffic barricades at Learwood Middle School, Troy Intermediate School, Eastview Elementary School, Redwood Elementary School, and Westview Elementary School.

2. The Projects are outside the scope of the competitive bidding requirements defined in R.C. 3313.46, and fall within an exception stated therein, because each project conceptually separate and distinct, and the anticipated cost of work for each project is less than \$50,000.
3. The District, however, will pay for the Projects using federal grant funding made available to the District through the K-12 School Safety Grant Fund.
4. The District, in accordance with 2 CFR 200.320(a)(1)(iv), the Board as a political subdivision of the State of Ohio, previously established a micro-purchase threshold of \$50,000 to be consistent with the state competitive bidding threshold under R.C. 3313.46. As a result, these purchases fall within the micro-purchase threshold designated in 2 CFR 200.320(a)(1).
5. The Vendors have significant experience with providing and installing the necessary materials and have provided quotes for the Projects as follows (collectively the "Contract Sums"):
 1. DF Supply, Inc. provided a quote of \$3,217.96 for the security gate at Troy Elementary
 2. Vasu Communications, Inc provided a quote of \$5,538.88 for the portable radios at Learwood Middle School and a quote of \$2,179.32 for the portable radios at Troy Intermediate School, total of \$7,718.20.
 3. RedShift Technologies provided a quote of \$7,750 for the security cameras at Troy Elementary and Redwood Elementary.
 4. The Cleveland Door Company provided quotes totaling \$8,350.00 for the exterior doors at Eastview and Westview Elementary Schools.
 5. Traffic and Parking Control Co., Inc. provided quotes totaling \$13,585 for the traffic barriers at Learwood Middle School, Troy Intermediate School, Eastview Elementary School, Redwood Elementary School, and Westview Elementary School.
6. The Superintendent, Treasurer, and Director of Operations request authority to negotiate and enter into agreements with the Vendors for the Projects at the satisfactory conclusion of negotiations in amounts not-to-exceed the Contract Sums listed above.
7. All Safety Grant funds must be encumbered by December 31, 2023. Accordingly, District Administrators proceeded, pursuant to the subgrant terms and conditions, to move forward with utilizing the grant funds. As such, the Superintendent asks the board to ratify all actions taken to date with respect to utilizing the grant funds.

The Board of Education resolves as follows:

1. The Board finds that it has previously established a micro-purchase threshold of \$50,000 in accordance with 2 CFR 200.320(a)(1), and authorizes the payment of the purchase agreements.
2. The Board approves the agreements with the Vendors for the Projects in amounts not-to-exceed the Contract Sums.
3. The Board authorizes the Superintendent and Treasurer to work with legal counsel to negotiate and execute purchase agreements, and to execute any other documents necessary to effectuate the terms of the agreements including any purchase orders.
4. The Board ratifies all actions taken by District Administrators to date with respect to utilizing the Safety Grant funding by the encumbrance deadline of December 31, 2023.

Dr. Lauver explained the purchase agreements will close out the Safety grant.

Motion By: Mrs. Opaskar

Second By: Mr. Sherban

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

TREASURER'S DISCUSSION ONLY

There was no Treasurer's discussion only.

13-24 SUPERINTENDENT'S CONSENT ITEMS

A. Certified Personnel

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following certified personnel recommendations:

Employment

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Salary
Angney	Ryan	Long-Term Substitute Teacher	N/A	Troy	2023-2024	12/15/2023	N/A
Zeigler	Robyn	Long-Term Substitute Teacher	N/A	Eastview	2023-2024	12/13/2023	N/A

Additional Compensation

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Rate of Pay
Grissinger	Janet	Teacher - AP Research	4 hours	High School	2023-2024	4 hours	\$28.45 per hour

Leave of Absence

Last Name	First Name	Building	Start Date	Return Date
Spiesz	Erika	Eastview	01/02/2024	TBD
Wiland	Taylor	Troy	01/03/2024	TBD

B. Classified Personnel

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following classified personnel recommendations:

Employment

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Salary
Bridenbaker	Lisa	Assistant Cook	3.5 hours	Eastview	2023-2024	12/11/2023	Level 0, \$14.83 per hour
Diab	Gazal	Instructional Paraprofessional	5.75 hours / 4 days	LEAPS Redwood	2023-2024	01/03/2024	Level 0 BA, \$15.83 per hour
Garcia	Shannon	Instructional Paraprofessional	5.75 hours	Troy	2023-2024	01/03/2024	Level 0 Assoc, \$15.50 per hour
Peters	Thomas	Bus Driver	3.5 hours / 4 days	Transportation	2023-2024	01/08/2024	Level 0, \$22.82 per hour
Support Staff Substitutes							
Garcia	Shannon	Substitute	N/A	District	N/A	01/03/2024	Sub rate

Resignation

Last Name	First Name	Position	Building	Effective Date
Schings	Alexandria	Lunch Monitor	Erievew	01/15/2024
Support Staff Substitutes				
Bridenbaker	Lisa	Substitute	District	12/20/2023

Change in Contract

Last Name	First Name	From	To	Effective Date
Eber	Tonia	Bus Driver, Transportation, 3.5 hours / 4 days per week, Level 3, \$25.50 per hour	Bus Driver, Transportation, 4.5 hours / 5 days per week, Level 3, \$25.50 per hour	01/08/2024
Korney	Sharon	Lunch Monitor, Erieview, 2.25 hours, Level 12, \$18.47 per hour and Non-Instructional Paraprofessional, Transportation, 4 hours, Level 3, \$15.67 per hour and Non-Instructional Paraprofessional, Transportation, 1 hour, Level 3, \$15.67 per hour	Lunch Monitor, Erieview, 2.25 hours, Level 12, \$18.47 per hour and Non-Instructional Paraprofessional, Transportation 4 hours, Level 3, \$15.67 per hour	12/18/2023
Miller	Kevin	Maintenance, Districtwide, 8 hours, 12 months - 260 work days per year, Level 0, \$18.61 per hour	Maintenance / Custodial Supervisor, 260 work days per year, Level 1, \$76,699 per year	01/02/2024

Additional Compensation

To approve the following LEAPS Instructional Paraprofessionals to be reimbursed at their respective hourly rate, for up to 30 hours, for the 2023-2024 school year, for Professional Development tailored to their Individualized Professional Development Plans for Licensing and Step Up to Quality (SUTQ)

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Rate of Pay
Diab	Gazal	Instructional Paraprofessional	Up to 30 hours	LEAPS Preschool Program / Redwood	2023-2024	01/03/2024	Level 0 BA, \$15.83 per hour
Greene	Jaime	Instructional Paraprofessional	Up to 30 hours	LEAPS Preschool Program / Redwood	2023-2024	11/28/2023	Level 0, \$14.83 per hour
Sedberry	Terry	Instructional Paraprofessional	Up to 30 hours	LEAPS Preschool Program / Redwood	2023-2024	11/20/2023	Level 0 BA, \$15.83 per hour

Leave of Absence

Last Name	First Name	Building	Start Date	Return Date
Sapienza	Diane	Transportation/Westview	11/30/2023	01/02/2024
Scherry	Lydia	Learwood	11/08/2023	04/22/2024

C. Supplemental Contracts

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following supplemental contract recommendations:

Supplemental Contracts

Last Name	First Name	Position	Building	Effective Date	Salary
Mentors					
Minnich	Elizabeth	Regular Mentor	Westview	01/09/2024	Level II, \$1,230.81
Athletic Supplementals					
Koski	Shaun	Coach, Basketball, Girls, 8th Grade Maroon	Learwood	2023-2024	Year 14, \$4,909
Mirka	Gabby	Coach, Cheerleading, Winter	Learwood	2023-2024	Year 2, \$1,529
Volunteers					
DeVere	Kevin	Coach, Baseball	High School	2023-2024	N/A

D. Support Staff Rate Increase for Student Workers and Substitute Employees

To approve the following change in salary due to the State of Ohio 2024 minimum wage increase:

Technology Student Worker from \$10.50 per hour to \$10.75 per hour

Theater/TV Production Student Worker from \$10.10 per hour to \$10.45 per hour

Seasonal/Summer Worker (ALHS Student) from \$10.10 per hour to \$10.45 per hour

Salary Change Due to Ohio Minimum Wage Increase

Last Name	First Name	From	To	Effective Date
Butler	Sally	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Distefano	Sofia	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Drotleff	Maxwell	Technology Student Worker, \$10.50 per hour	Technology Student Worker, \$10.75 to per hour	01/01/2024
Duffy	Amanda	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Golden	Zachary	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Hadchiti	Kevin	Technology Student Worker \$10.50 per hour AND Theater/TV Production Student Worker, \$10.10 per hour	Technology Student Worker, \$10.75 per hour AND Theatre/TV Production Student Worker, \$10.45 per hour	01/01/2024
Hadchiti	Yara	Technology Student Worker \$10.50 per hour AND Theatre/TV Production Student Worker, \$10.10 per hour	Technology Student Worker, \$10.75 per hour AND Theatre/TV Production Student Worker, \$10.45 per hour	01/01/2024
Jung	Renee	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Leininger	Kate	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Leite	Gabriel	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
Mattey	Lauren	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45 per hour	01/01/2024
O'Brien	Michael	Technology Student Worker, \$10.50 per hour	Technology Student Worker, \$10.75 per hour	01/01/2024
Offenbacher	Abigail	Technology Student Worker, \$10.50 per hour	Technology Student Worker, \$10.75 per hour	01/01/2024
Vernon	Adele	Theater/TV Production Student Worker, \$10.10 per hour	Theater/TV Production Student Worker, \$10.45	01/01/2024

E. Salary Changes Due to Additional Hours

To approve the following changes in salary due to additional semester hours effective the start of the second semester of the 2023-2024 school year:

Salary Changes Due to Additional Hours

Last Name	First Name	Building	Degree	From Level	To Level
Digges	Sarah	Learwood	B+20	Level II-5, \$51,244	Level III-A-5, \$56,055
Slivinski	Nicole	Westview	M+45	Level VI-15, \$86,383	Level VII-15, \$87,429
Stratton	Jeffrey	High School	M+20	Level V-29, \$89,729	Level V-A-29, \$90,775

Motion By: Mr. Sherban

Second By: Mrs. Gardiner

Ayes: Mrs. Gardiner, Mrs. Opaskar, Mr. Sherban, Mr. Stobe

Motion Carried

WHEREAS, an early resolution of the Litigation would result in significant cost savings to the Board.

NOW THEREFORE BE IT RESOLVED:

1. The Board hereby deems it is in the best interests of the Avon Lake City School District (the "District") to resolve the Litigation involving Ms. Myers and obtain an early resolution to avoid unnecessarily expending valuable resources by defending the Board's position through to the end of the Litigation.

2. The Board hereby approves, agrees to, and enters into the Agreement, which is attached hereto and is incorporated herein by reference as Attachment 1.

3. The Board hereby directs that the Board President, the Treasurer, and/or the Superintendent execute the Agreement on its behalf.

4. The Board President, the Treasurer, and the Superintendent are authorized and directed to do all things necessary and consistent with this Resolution and to take such actions as are necessary or appropriate to accomplish the objectives of this Resolution, including but not limited to issuing any payment as set forth in the Agreement and taking measures to ensure all terms of the Agreement are fulfilled and the matter is properly disposed of by the court in a manner recommended by the Board's legal counsel.

5. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were in meetings open to the public or in executive session as permitted by Ohio law.

ATTACHMENT 1 - SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made as of this __ day of _____, 20., by and between the Avon Lake City Schools Board of Education ("Board"), James Stobe, Michael Sherban, Kendra Gardiner, Ronald D. Jantz, Jr., and Jenefer Machovina (the Board, Mr. Stobe, Mr. Sherban, Ms. Gardiner, Mr. Jantz, and Ms. Machovina collectively, "Respondents" – individually and in their official capacity), and Erin Myers ("Relator") (Relator and Respondents collectively, the "Parties").

WHEREAS, Relator is a citizen of Ohio who filed a complaint in the Court of Common Pleas for Lorain County, captioned *State of Ohio ex rel. Erin Myers v. Avon Lake Schools Board of Education, et al.* (Case No. 23-CV-210727), against the Respondents seeking a declaratory judgment and injunction alleging that, among other things, the Board failed to comply with Section 121.22 of the Ohio Revised Code in regard to meeting notification procedures (the "Litigation");

WHEREAS, Relator and Respondents for sound reasons and to avoid further costs, desire to resolve fully and finally Relator's claims and any and all differences and claims that might otherwise arise out of the facts and circumstances alleged in the Litigation, without making an admission of liability on the part of any Party, which liability is expressly denied; and

WHEREAS, the Board is a body politic and corporate, capable of suing and being sued, contracting and being contracted with pursuant to Ohio Revised Code § 3313.17.

NOW, THEREFORE, in and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. **Payment.** In consideration for the promises Relator has made in this Agreement, the Board agrees to cause payment to be made to Relator in the total amount of Ten Thousand Nine Hundred Dollars and Zero Cents (\$10,900.00) (the "Settlement Payment"), in full and final satisfaction of the Litigation and any and all claims asserted by Relator, including but not limited to any other allegations, claims and defenses whether known or unknown that could have been asserted by Relator, arising out of the facts and circumstances

alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement. The Settlement Payment shall be made payable to "Barron, Peck, Bennie & Schlemmer, Co LPA" and mailed to 3074 Madison Road, Cincinnati, Ohio 45209 within twenty-one (21) days of the School Board approving the fully executed Agreement. No interest shall accrue as to any aspect of this Settlement Payment, except in the event of material default.

2. **Taxes.** The Board or its insurer may issue a Form 1099 for the Settlement Payment made hereunder in accordance with applicable Internal Revenue Code and Internal Revenue Service requirements. Relator acknowledges and agrees to assume full responsibility for the payment of any federal, state and/or local taxes, including any penalties or interest that may be owed by Relator or Relator's counsel by virtue of Relator's receipt of the payment provided for herein and Relator agrees to hold harmless, indemnify, and save Respondents and their insurer from payments of any applicable federal, state, or local taxes, penalties or interest for which Respondents might become liable by virtue of Relator and/or Relator's counsel's failure to pay same. Relator further agrees and acknowledges that Respondents, the attorneys for Respondents, and Respondents' insurer have not made any representations concerning the ultimate tax treatment of the funds paid hereunder, and Relator will rely upon the advice of her own attorneys and tax professionals with respect thereto. Respondents and/or their insurer also reserve the right to file any forms and statements as may be required by law with the Internal Revenue Service and any other state or local taxing agency or other governmental agency.

3. **Court Costs and Attorneys' Fees.** Except for the Settlement Payment detailed in Paragraph 1 above, the Parties are responsible for and will bear their respective attorneys' fees in connection with the Litigation. Respondents shall be responsible for and pay all court costs.

4. **Additional Commitments by the Board.**

a) Effective immediately, all Board actions at the November 12, 2023, meeting in Columbus, Ohio, are deemed invalid, including passage of the "Resolution of Necessity of Bond Issue."

b) All Board members, along with the Board's Superintendent and Treasurer, will complete the BoardDocs training concerning open government by March 1, 2024.

c) Effective immediately, the Board will hold all future meetings in Avon Lake, Ohio (barring the most extraordinary circumstances and when it is in the best interest of the public/moving the location outside of Avon Lake, Ohio, furthers the purpose of Ohio's Open Meetings Act).

d) The Board Treasurer will promptly prepare, file, and maintain minutes of the regular and special meetings of the Board effective immediately. These meeting minutes will contain sufficient facts and information to permit the public to understand and appreciate the rationale behind the Board's decisions and reflect the general subject matter of discussions in executive sessions. "Promptly" is defined as requiring the following: (1) The Board will approve all meeting minutes at their next regular meeting; and (2) post all meeting minutes on the Respondents' website within forty-eight (48) hours after approving those minutes.

5. **Dismissal of Litigation.** Within three (3) business days of Relator's receipt of the Settlement Payment, Relator shall file a *Voluntary Dismissal with Prejudice* with the court pertaining to the Litigation. At that point, the Litigation shall be deemed settled, and Relator shall discontinue all claims regarding, relating to, or arising out of the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and shall discontinue all public records requests and any other claims arising from the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement.

6. **Release of Claims.** By this Agreement, Relator for herself and for her heirs, personal representatives, assigns, successors, attorneys, and agents, hereby forever releases, holds harmless, discharges and acquits Respondents and their respective predecessors, successors, administrators, assigns, insurers, reinsurers, agents, employees, officers, directors, board members, and attorneys from any and all claims and demands, past, present or future, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments,

executions, warranties, claims and demands whatsoever, in law or in equity, that Relator ever had or now has or in the future may have by reason of any and all claims that were actually asserted, or that might have been asserted or could have been asserted, by her in connection with the facts and circumstances alleged in the Litigation, including, but not limited to, all claims for public records requests, claims arising under R.C. 121.22, et. seq. and R.C. 149.43, et. seq., any and all claims for spoliation, payments (statutory or otherwise), interest, lost profits, consequential damages, attorneys' fees, and punitive damages.

It is the intention of the Parties that this Agreement shall be a full, complete and final release settling all disputes arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, and severing all relationships, rights, liabilities, obligations and duties of Respondents with respect to Relator regarding all claims, demands, actions, obligations, damages, costs, liens, causes of action and/or liabilities of any kind or nature whatsoever whether known or unknown, direct or indirect, foreseen or unforeseen, which have been raised or could have been raised in connection with all claims and allegations arising from or relating to the facts and circumstances alleged in the Litigation or which existed at any time prior to the Parties' execution of this Agreement, except as expressly excluded or reserved herein.

The Parties acknowledge that they might hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the released claims, and they expressly agree to assume the risk of possible discovery of additional or different facts, and further agree that the Agreement shall be and remain effective in all respects regardless of such additional or different discovered facts.

7. **No Admission of Wrongdoing.** It is agreed and understood by the Parties that the execution of this Agreement by any Party does not constitute an admission of any fault or liability whatsoever by any of the Parties hereto with respect to any of the claims that were made or could have been made in connection with the Litigation.

Except for the limited purpose of enforcing the Parties' contractual rights and obligations under this Agreement, this Agreement, and any negotiations or proceedings relating to it, shall not be described as, construed as, used, offered or received against any Party as an admission, or as evidence of an admission: (a) of the merits or lack thereof of the claims or defenses asserted by either Party; (b) of any liability, negligence, fault, breach of duty, wrongful act, misrepresentation or omission, violation of any law or statute of any jurisdiction, or wrongdoing of or by either Party; or (c) that either Party or any other person or entity has in fact suffered any damage, or that either Party is liable to the other or to any person or entity for any reason. This Agreement merely constitutes a compromise and settlement of disputed claims.

Pursuant to Ohio Rule of Evidence 408 and any similar provisions under the laws of any state, neither this Agreement nor any related documents filed or created in connection with this Agreement will be admissible in evidence in any proceeding, except as necessary to approve, interpret or enforce this Agreement.

8. **Interpretation.** The Parties agree that they have fully negotiated the terms of this Agreement and that its terms, provisions, and conditions shall not be interpreted or construed against either Party.

9. **Governing Law; Jurisdiction.** This Agreement may only be enforced in the Lorain County Court of Common Pleas in Ohio. In addition, this Agreement shall only be construed according to the laws of the State of Ohio.

10. **Effect of Agreement.** This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that is instituted, prosecuted or attempted in breach of this Agreement. In the event of any litigation, including any appeals, in connection with the breach, enforcement, or interpretation of this Agreement, including, without limitation, any action seeking declaratory relief, equitable relief, injunctive relief, or any other action at law for damages, the prevailing party shall recover all reasonable attorney fees and costs incurred in connection therewith.

11. **Waiver.** The failure or delay of any Party in exercising their rights under this Agreement in any instance shall not constitute a waiver or estoppel as to such rights in that, or any other, instance. Any Party shall not be deemed to have waived any rights under this Agreement except by a writing signed by that Party.

