BOARD MEETING

Agenda
119 Henderson Ct., Delaware, Ohio 43015
June 19th, 2024
5:30 PM

Virtual Meeting available at: *https://www.gotomeet.me/DCTConferenceRoom with Access Code: 938-603-205*
Or by phone at: 1 (646) 749-3122 with Access Code: 938-603-205

1) **Pledge**

2) **Roll Call – 5:30 PM** (24-06-01)

3) **Consent Agenda** (24-06-02)
   - **a)** Agenda for the June 19th, 2024;
   - **b)** Approval of the record of the April 17th, 2024 Board Meeting;

4) **Operations Committee Report:**
   - **a)** Operations Committee Report (June 10th, 2024)

5) **Financial Status:**
   - **a)** Finance Committee Report (June 11th, 2024)
   - **b)** Financial Status as of April 30th, 2024

6) **Project Updates:**
   - **a)** Grant Programs Update

7) **New Business:**
   - **a)** Approval of event space agreement with ECH Pathways; (24-06-03)
   - **b)** Approval of the 4th amendment of the contract between Delaware Job and Family Services and DCTB (24-06-04)
   - **c)** Approval of the updated and edited Employee Policy Manual (24-06-05)
   - **d)** Approval to render 13 policies as obsolete (24-06-06)
   - **e)** Approval to terminate First Friday shuttle service for select dates (24-06-07);
   - **f)** Approval for the Executive Director to extend service hours for FLEX for select dates within the City of Delaware (24-06-08)

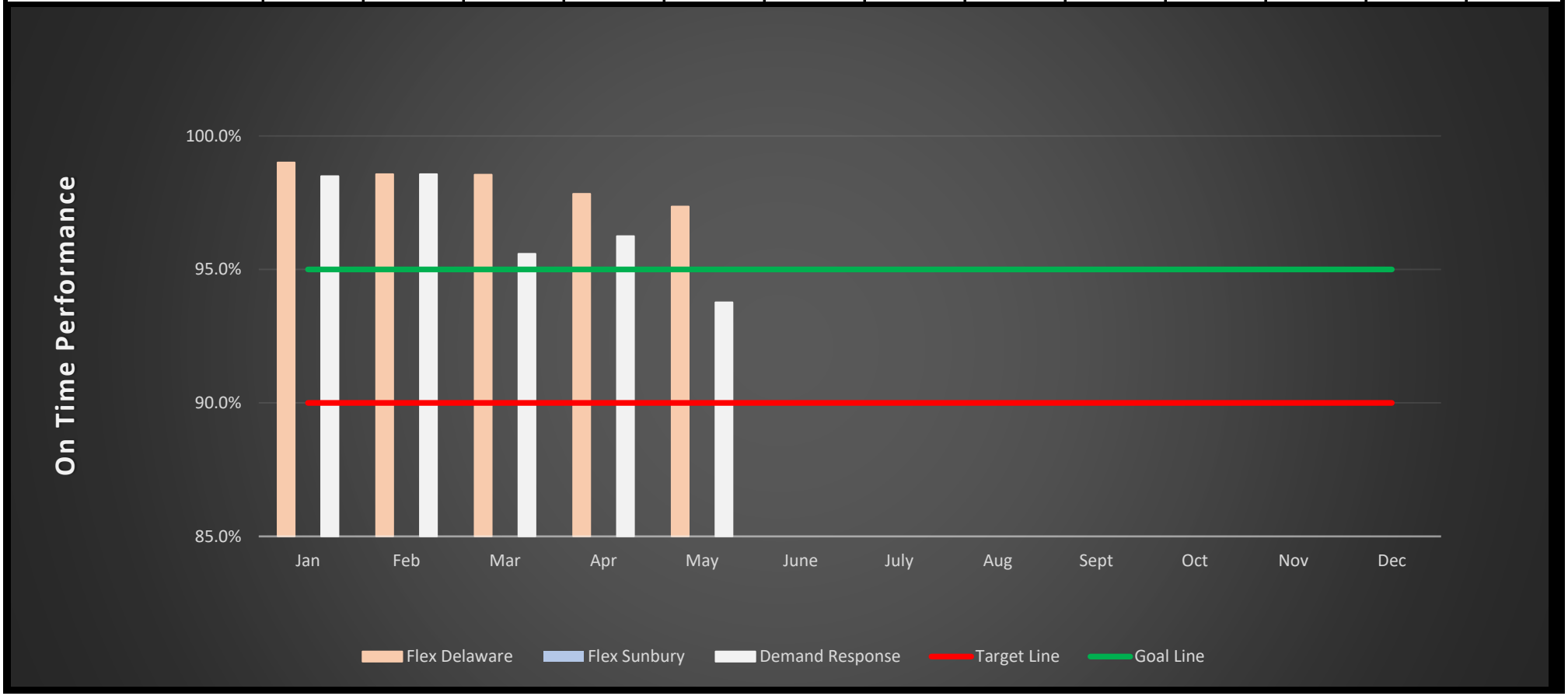
8) **Open Comment**

9) **Adjourn – Next scheduled meeting on July 17th, 2024**

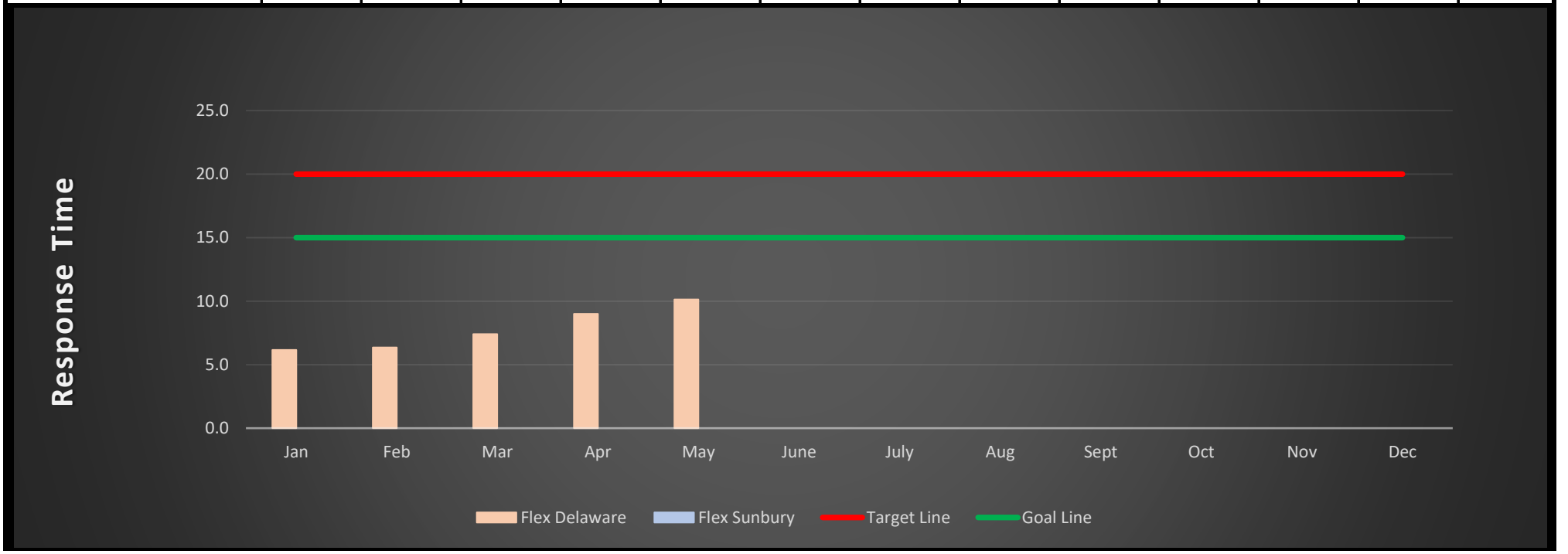
2024 Operations Ridership and Projections

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	Projection
Operating Days	**22**	**21**	**21**	**22**	**22**	**20**	**22**	**22**	**20**	**23**	**20**	**21**		
Total Ridership	Prior Year's Growth Percentage				6 mo. Average Percentage									
Projection Percentage	18.5%	23.2%	13.6%	5.4%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%		
2023 Ridership	8,453	8,702	10,251	9,226	10,366	11,093	8,852	10,440	8,939	11,512	10,456	10,042	118,332	
2024 Projections	*10,020*	*10,720*	*11,650*	*9,720*	*12,439*	*13,312*	*10,622*	*12,528*	*10,727*	*13,814*	*12,547*	*12,050*		*140,150*
2024 Ridership	*11,872*	*11,603*	*11,443*	*12,239*	*12,626*								59,783	
2024 Percent Change	*40.45%*	*33.34%*	*11.63%*	*32.66%*	*21.80%*									
FLEX Delaware														
2023 PercentChange	18.8%	22.9%	13.6%	6.7%	19.5%	0.1%	2.8%	0.9%	-1.4%	30.0%	31.6%	34.7%	3.1%	
2023 Total Ridership	6,460	6,615	7,699	6,986	7,636	7,181	7,007	8,230	7,105	7,984	8,248	7,721	88,872	
2024 Projections	*7,674*	*8,130*	*8,750*	*7,456*	*9,125*	*7,185*	*7,204*	*8,306*	*7,007*	*10,382*	*10,857*	*10,397*		*102,472*
2024 Ridership	*9,663*	*9,387*	*8,987*	*9,399*	*9,326*								46,762	
2024 Percent Change	*49.58%*	*41.90%*	*16.73%*	*34.54%*	*22.13%*									
FLEX Sunbury														
2024 Projections									*1,500*	*1,725*	*1,500*	*1,575*		*6,300*
Saturday Service														
2024 Projections							*800*	*1,000*	*800*	*800*	*1,000*	*800*		*5,200*
Demand Response Total Ridership														
2023 Percent Change	17.7%	24.1%	18.7%	1.3%	17.7%	4.8%	-11.8%	-1.3%	4.8%	113.3%	17.9%	9.3%	6.5%	
2023 Ridership	1,987	2,087	2,194	1,831	2,089	2,060	1,724	2,094	1,737	2,199	2,069	1,947	24,018	
2024 Projections	*2,339*	*2,590*	*2,604*	*1,855*	*2,459*	*2,158*	*1,520*	*2,067*	*1,820*	*4,690*	*2,440*	*2,128*		*28,671*
2024 Ridership	*2,209*	*2,127*	*2,283*	*2,261*	*2,435*								11,315	
2024 Percent Change	*11.17%*	*1.92%*	*4.06%*	*23.48%*	*16.56%*									
Special Trips														
2023 Special Trips	0	0	358	409	641	1,852	121	116	97	1,329	139	374	5,436	
2024 Special Trips	0	89	173	579	865								1,706	

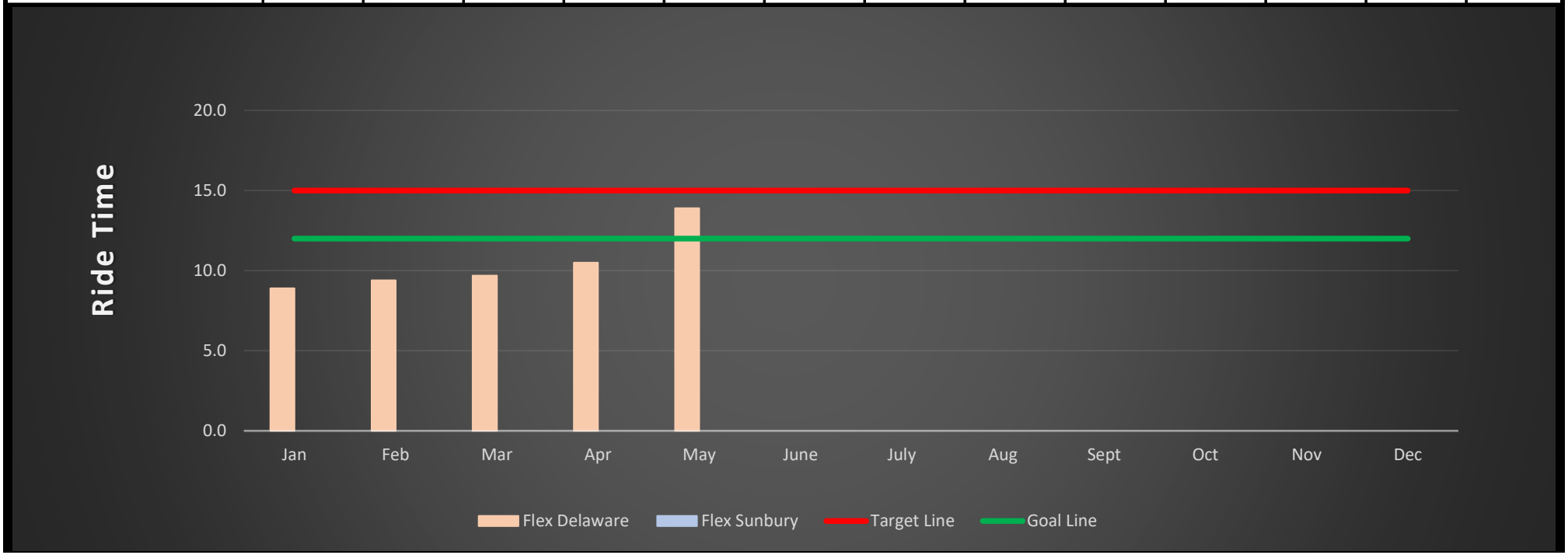
On Time Performance - Target 90% or Greater													
Service	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**YTD**
Flex Delaware	99.0%	98.6%	98.6%	97.8%	97.4%								98.3%
Flex Sunbury													
Demand Response	98.5%	98.6%	95.6%	96.3%	93.8%								96.5%



Response Time - Target 20 Minutes or Less													
Service	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**YTD**
Flex Delaware	6.2	6.4	7.4	9.0	10.1								7.8
Flex Sunbury													

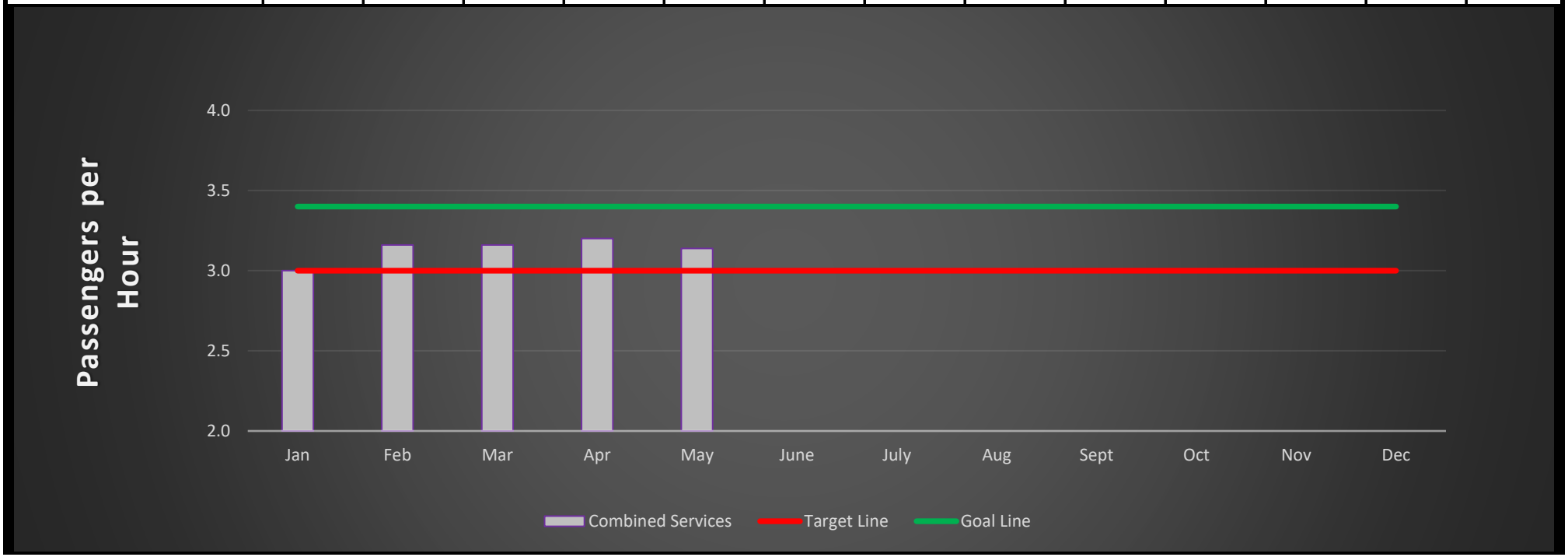


Ride Time - Target 15 Minutes or Less													
Service	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**YTD**
Flex Delaware	8.9	9.4	9.7	10.5	13.9								10.5
Flex Sunbury													



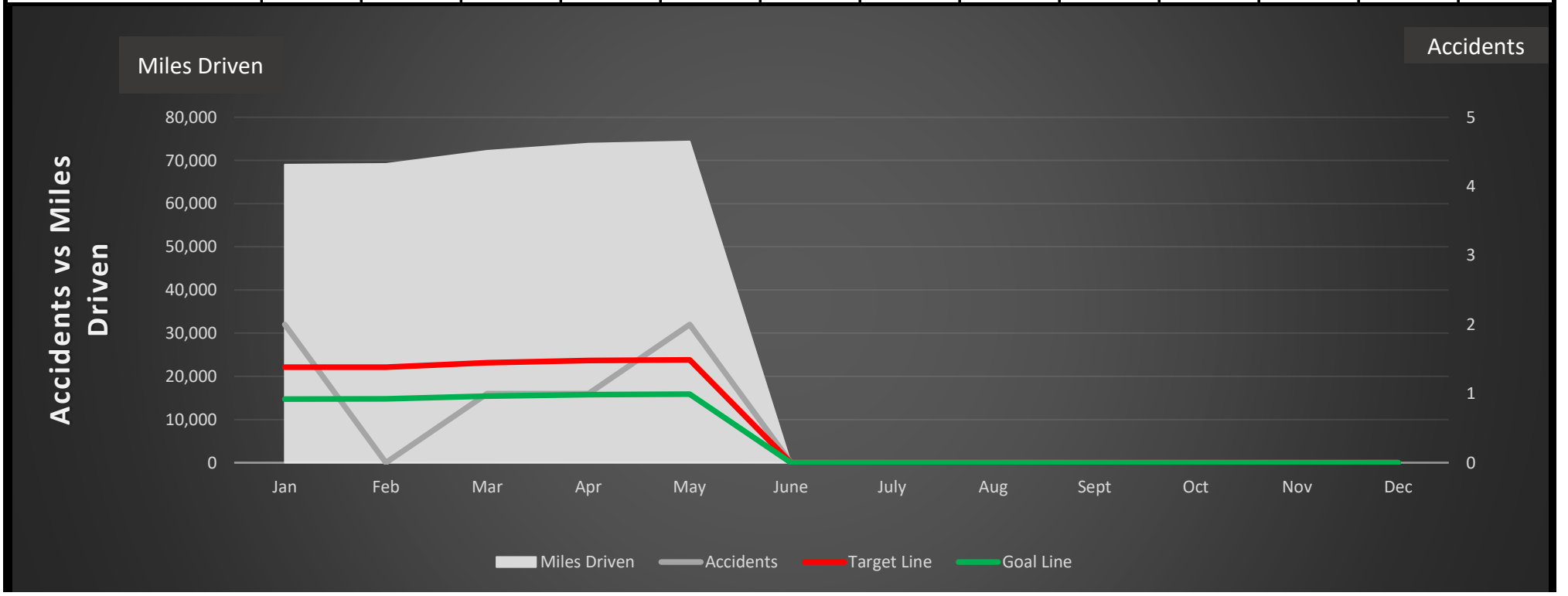
Passengers per Hour - Target 3.0 or More

Service	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
All Services	3.0	3.2	3.2	3.2	3.1								3.1



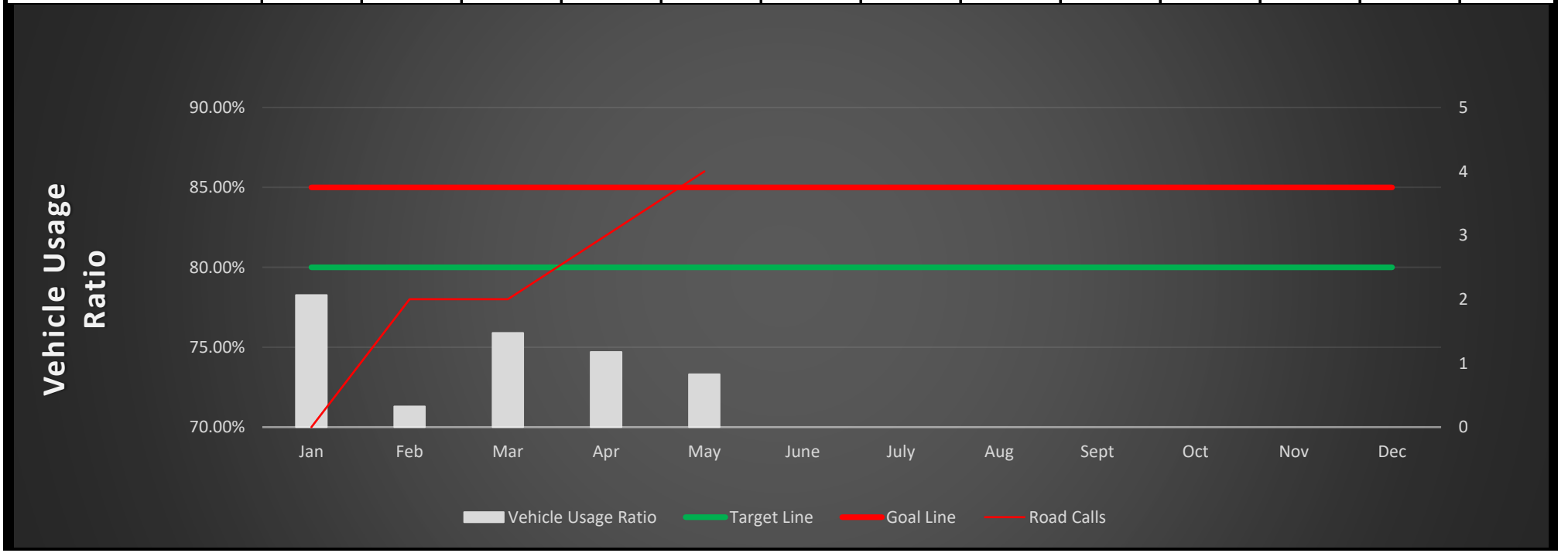
At Fault Accidents vs Miles Driven Ratio

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
At Fault Accidents	2	0	1	1	2								1.20
Miles Driven	69,042	69,205	72,272	73,904	74,418								358,840
Target Ratio	1.38	1.38	1.45	1.48	1.49								7.18
Goal Ratio	0.92	0.92	0.96	0.99	0.99								4.78



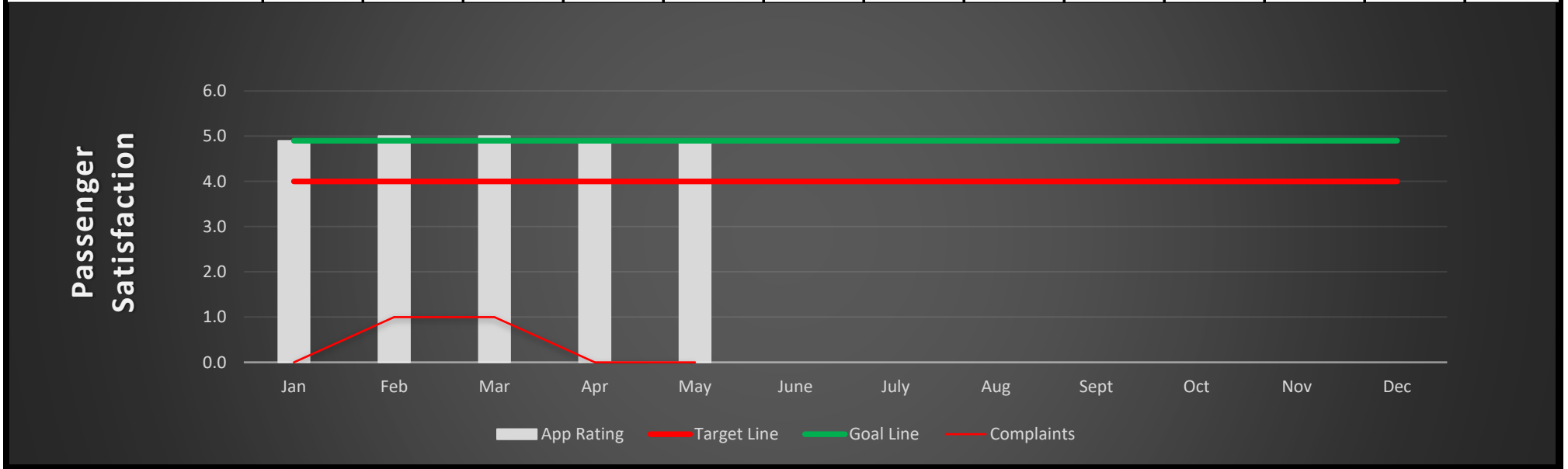
Vehicle Usage & Reliability - Target 80% or Less

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average
Vehicles	30	30	31	31	32								30.8
Out of Service Average	2.36	3.28	3.77	3.2	4.26								3.37
Peak Usage	21.12	18.11	19.76	19.958	19.2								19.63
Total Usage/Out	23.48	21.39	23.53	23.158	23.46								23.0
Average Usage Ratio	78.27%	71.30%	75.90%	74.70%	73.31%								74.70%
Road Calls	0	2	2	3	4								2



Passenger Satisfaction - Rating of 4 or Higher

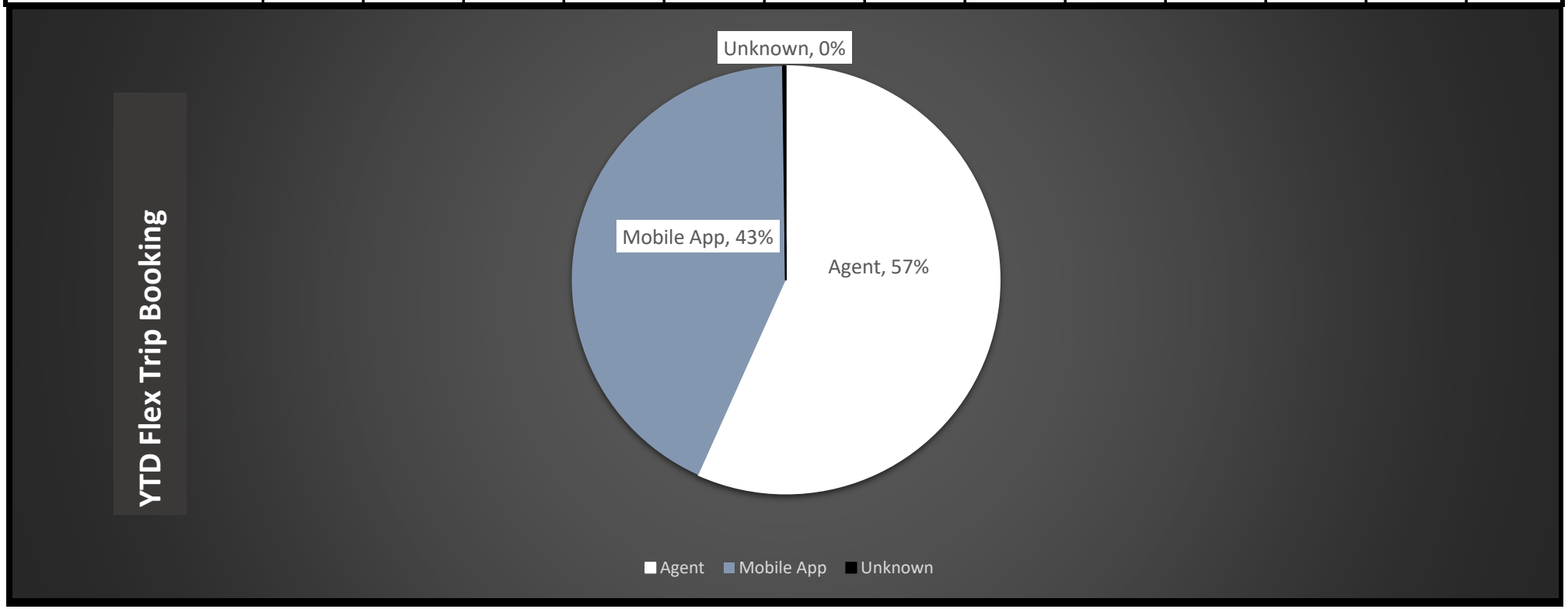
Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Average
App Rating	4.9	5.0	5.0	4.9	4.9								4.9
Complaints	0	1	1	0	0								0.4



Rating Breakdown

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Quick Trip	150	129	105	218	279								881
No Label	136	141	130	146	157								710
Great Driver	142	126	113	234	331								946
Friendly Staff	122	111	96	192	269								790
Clean Vehicle	119	100	91	179	241								730
Smooth Routing	117	101	86	179	243								726
Comfy Ride	109	94	81	177	230								691
Total	895	802	702	1325	1750								5474

FlexTrip Booking Method													
Category	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**June**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**YTD**
Agent	6317	5704	5841	6048	5610								29520
Mobile App	4466	4203	4237	4640	4880								22426
Unknown	21	25	28	21	20								115
Total	10804	9932	10106	10709	10510								52061



DELAWARE COUNTY TRANSIT

FINANCE REPORT

For the Month ended

April 30, 2023

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DELAWARE COUNTY TRANSIT
MANAGEMENT NARRATIVE
FOR MONTH ENDED APRIL 30, 2024

REVENUES

Our direct service revenues at the end of April continue to be over budget as can be assumed with our increased ridership. The federal operating grants are down from budget as these expenses through April have been reimbursed by the state UTP grant that has been exhausted at the end of April.

We continue to wait for some of the federal grants to be executed so some of the expenses that are to be applied to these grants have not yet been reimbursed.

EXPENSES

Although some expense line items are slightly over budget, overall expenses remain under 90% of the total budget.

BALANCE SHEET

There are no significant changes in the balance sheet to report.

GRANTS

Except for the grants still going though the FTA approval process, all other grants remain as expected.

DELAWARE COUNTY TRANSIT

Profit and Loss

April 2024

	TOTAL				
	APR 2024	MAR 2024 (PP)	APR 2023 (PY)	JAN - APR, 2024 (YTD)	JAN - APR, 2023 (PY YTD)
Income					
400 PASSENGER FARES	0.00	0.00	0.00	0.00	0.00
401 PASSENGER - PAID FARES	0.00	0.00		0.00	
401.01 FR - Full Fare - Adult					9.76
401.02 FR - Half Fare - E&D					0.00
401.07 DR - General Public	7,234.80	7,343.60	2,152.00	28,354.40	9,269.89
401.09 Paratransit / ADA Fares					0.00
401.20 FLEX Fares					
401.201 FLEX-D Day Base Fare	10,610.39	9,134.07	7,076.00	38,182.75	26,326.39
401.202 FLEX-D Day Discount Fare	4,100.00	3,645.00	3,448.00	16,320.84	16,106.43
Total 401.20 FLEX Fares	**14,710.39**	**12,779.07**	**10,524.00**	**54,503.59**	**42,432.82**
Total 401 PASSENGER - PAID FARES	**21,945.19**	**20,122.67**	**12,676.00**	**82,857.99**	**51,712.47**
402 ORGANIZATION - PAID FARES					
402.01 GP Fare Subsidy	36,660.00	34,115.00	24,187.50	137,015.00	100,812.50
402.05 Contract Client Transport	31,528.90	33,577.10	23,992.25	128,738.80	116,024.70
Total 402 ORGANIZATION - PAID FARES	**68,188.90**	**67,692.10**	**48,179.75**	**265,753.80**	**216,837.20**
Total 400 PASSENGER FARES	**90,134.09**	**87,814.77**	**60,855.75**	**348,611.79**	**268,549.67**
407 NON-TRANSPORTATION REVENUES					
407.04 Investment Income	23,194.19	24,493.87		97,533.48	
407.98 Insurance Reimbursement				946.58	
407.99 Other Non-Transport. Revenue	-889.25	38.65	597.71	-761.12	2,993.33
Total 407 NON-TRANSPORTATION REVENUES	**22,304.94**	**24,532.52**	**597.71**	**97,718.94**	**2,993.33**
411 STATE CASH GRANTS					
411.01 Operating Assistance	132,496.00	148,135.00	30,586.00	495,215.00	134,915.00
411.05 E&D Assistance					37,685.00
Total 411 STATE CASH GRANTS	**132,496.00**	**148,135.00**	**30,586.00**	**495,215.00**	**172,600.00**
413 FEDERAL CASH GRANTS					
413.10 Section 5307					
413.11 5307 Operating Assistance		0.00	269,831.00	0.00	269,831.00
413.11A 5307 ARP Act Operating Assistance	111,186.00	98,898.00	115,222.00	392,660.00	458,174.00
413.11B 5307 CRRSAA Operating Assistance	56,298.00		39,441.00	121,785.00	176,852.00
Total 413.11 5307 Operating Assistance	**167,484.00**	**98,898.00**	**424,494.00**	**514,445.00**	**904,857.00**
413.17 FTA Planning		22,676.00		53,681.00	
Total 413.10 Section 5307	**167,484.00**	**121,574.00**	**424,494.00**	**568,126.00**	**904,857.00**
413.30 Section 5310					
413.33 5310 Preventive Maintenance		0.00	86,492.00	0.00	86,492.00
413.37 5310 Mobility Mgt.		0.00	81,255.00	0.00	81,255.00
Total 413.30 Section 5310		**0.00**	**167,747.00**	**0.00**	**167,747.00**
Total 413 FEDERAL CASH GRANTS	**167,484.00**	**121,574.00**	**592,241.00**	**568,126.00**	**1,072,604.00**
Total Income	**$412,419.03**	**$382,056.29**	**$684,280.46**	**$1,509,671.73**	**$1,516,747.00**
GROSS PROFIT	**$412,419.03**	**$382,056.29**	**$684,280.46**	**$1,509,671.73**	**$1,516,747.00**
Expenses					
501 LABOR					
501.01 Operator's Salaries and Wages	94,202.04	91,782.76	89,739.08	377,603.10	353,107.73
501.02 Other Salaries and Wages	110,330.87	101,375.95	78,086.09	398,621.59	341,274.57
Total 501 LABOR	**204,532.91**	**193,158.71**	**167,825.17**	**776,224.69**	**694,382.30**
502 FRINGE BENEFITS					
502.02 OPERS - DCTB Share	28,394.29	41,969.61	25,894.31	122,977.45	114,957.92

	TOTAL				
	APR 2024	MAR 2024 (PP)	APR 2023 (PY)	JAN - APR, 2024 (YTD)	JAN - APR, 2023 (PY YTD)
502.03 Health/Dental/Vision/Life Ins.	42,396.40	39,606.36	31,311.62	158,716.57	136,412.67
502.04 Workers Comp.	6,794.38		0.00	13,462.55	0.00
502.05 Medicare - DCTB Share	3,134.36	2,941.22	2,582.67	11,981.82	10,810.56
502.09 Sick Leave	8,333.76	5,928.61	6,458.25	32,214.50	30,557.10
502.10 Holiday Leave	4,412.24	6,011.57	3,912.06	25,485.12	21,706.99
502.11 Vacation Leave	7,959.61	6,413.17	6,763.79	27,267.93	30,791.57
502.14 Cell Phone Allowance	2,950.50	2,919.01	665.00	10,300.50	2,782.50
Total 502 FRINGE BENEFITS	**104,375.54**	**105,789.55**	**77,587.70**	**402,406.44**	**348,019.31**
503 SERVICES					
503.03 Prof and Tech Service	29,694.91	27,297.28	8,826.47	111,944.67	74,838.64
503.05 Contract Maint Service	9,445.15	3,546.82	407.45	23,124.81	4,413.76
503.99 Other Services	24,229.72	1,943.88	4,417.25	26,383.38	27,137.77
Total 503 SERVICES	**63,369.78**	**32,787.98**	**13,651.17**	**161,452.86**	**106,390.17**
504 MATERIALS AND SUPPLIES					
504.01 Fuel and Lube	25,573.33	24,022.43	1,342.57	71,356.41	45,043.44
504.02 Tires and Tubes		2,358.00		5,238.00	7,258.00
504.99 Other Supplies	38,861.32	23,983.52	7,998.07	89,539.19	46,863.65
Total 504 MATERIALS AND SUPPLIES	**64,434.65**	**50,363.95**	**9,340.64**	**166,133.60**	**99,165.09**
505 UTILITIES					
505.02 Utilities other than Propulsion	3,895.85	4,031.48	4,076.85	17,476.14	16,147.09
Total 505 UTILITIES	**3,895.85**	**4,031.48**	**4,076.85**	**17,476.14**	**16,147.09**
506 CASUALTY AND LIABILITY COST					
506.03 Premiums-Liability and Property	10,087.33	10,087.33	8,883.00	40,349.32	35,532.00
Total 506 CASUALTY AND LIABILITY COST	**10,087.33**	**10,087.33**	**8,883.00**	**40,349.32**	**35,532.00**
509 MISCELLANEOUS EXPENSE					
509.01 Dues and Subscriptions	798.79	79.99	862.00	1,114.90	1,056.55
509.02 Travel and Meetings	41.71	3,364.49	8,701.08	3,920.38	12,535.34
509.08 Advertising & Promotion Media	79.09			584.55	1,335.30
509.99 Other Miscellaneous Expense	151.69	332.78		2,306.45	469.71
Total 509 MISCELLANEOUS EXPENSE	**1,071.28**	**3,777.26**	**9,563.08**	**7,926.28**	**15,396.90**
Total Expenses	**$451,767.34**	**$399,996.26**	**$290,927.61**	**$1,571,969.33**	**$1,315,032.86**
NET OPERATING INCOME	**$ -39,348.31**	**$ -17,939.97**	**$393,352.85**	**$ -62,297.60**	**$201,714.14**
Other Expenses					
63000 Depreciation Expense					
63200 Depr. Facilities & Structures	15,474.04	7,737.02	7,737.02	38,685.10	30,948.08
63300 Depr. Revenue Vehicles	63,561.83	40,370.94	23,796.71	184,674.65	96,820.17
63400 Depr. Furnishings & Equipment	6,961.52	3,905.76	3,055.76	18,678.80	12,223.04
63500 Depr. Transit Enhancements	318.47	0.00	318.47	318.47	1,273.88
Total 63000 Depreciation Expense	**86,315.86**	**52,013.72**	**34,907.96**	**242,357.02**	**141,265.17**
Total Other Expenses	**$86,315.86**	**$52,013.72**	**$34,907.96**	**$242,357.02**	**$141,265.17**
NET OTHER INCOME	**$ -86,315.86**	**$ -52,013.72**	**$ -34,907.96**	**$ -242,357.02**	**$ -141,265.17**
NET INCOME	**$ -125,664.17**	**$ -69,953.69**	**$358,444.89**	**$ -304,654.62**	**$60,448.97**

DELAWARE COUNTY TRANSIT

Budget vs. Actuals: FY 2024 Budget - FY24 P&L

April 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
400 PASSENGER FARES	0.00		0.00	
401 PASSENGER - PAID FARES	0.00		0.00	
401.07 DR - General Public	7,234.80	3,052.00	4,182.80	237.05 %
401.20 FLEX Fares				
401.201 FLEX-D Day Base Fare	10,610.39	8,057.00	2,553.39	131.69 %
401.202 FLEX-D Day Discount Fare	4,100.00	4,723.00	-623.00	86.81 %
Total 401.20 FLEX Fares	**14,710.39**	**12,780.00**	**1,930.39**	**115.10 %**
Total 401 PASSENGER - PAID FARES	**21,945.19**	**15,832.00**	**6,113.19**	**138.61 %**
402 ORGANIZATION - PAID FARES				
402.01 GP Fare Subsidy	36,660.00	32,760.00	3,900.00	111.90 %
402.05 Contract Client Transport	31,528.90	29,535.00	1,993.90	106.75 %
Total 402 ORGANIZATION - PAID FARES	**68,188.90**	**62,295.00**	**5,893.90**	**109.46 %**
Total 400 PASSENGER FARES	**90,134.09**	**78,127.00**	**12,007.09**	**115.37 %**
407 NON-TRANSPORTATION REVENUES				
407.04 Investment Income	23,194.19		23,194.19	
407.99 Other Non-Transport. Revenue	-889.25	20,000.00	-20,889.25	-4.45 %
Total 407 NON-TRANSPORTATION REVENUES	**22,304.94**	**20,000.00**	**2,304.94**	**111.52 %**
409 LOCAL CASH GRANTS				
409.01 General Operating Assistance		0.00	0.00	
Total 409 LOCAL CASH GRANTS		**0.00**	**0.00**	
411 STATE CASH GRANTS				
411.01 Operating Assistance	132,496.00	41,268.00	91,228.00	321.06 %
411.05 E&D Assistance		3,415.00	-3,415.00	
411.06 ODOT OTP2 State Funds		0.00	0.00	
Total 411 STATE CASH GRANTS	**132,496.00**	**44,683.00**	**87,813.00**	**296.52 %**
413 FEDERAL CASH GRANTS				
413.10 Section 5307				
413.11 5307 Operating Assistance		29,708.00	-29,708.00	
413.11A 5307 ARP Act Operating Assistance	111,186.00	104,167.00	7,019.00	106.74 %
413.11B 5307 CRRSAA Operating Assistance	56,298.00	131,710.67	-75,412.67	42.74 %
Total 413.11 5307 Operating Assistance	**167,484.00**	**265,585.67**	**-98,101.67**	**63.06 %**
413.17 FTA Planning		29,550.00	-29,550.00	
Total 413.10 Section 5307	**167,484.00**	**295,135.67**	**-127,651.67**	**56.75 %**
413.30 Section 5310				
413.33 5310 Preventive Maintenance		16,070.00	-16,070.00	
413.37 5310 Mobility Mgt.		17,747.00	-17,747.00	
Total 413.30 Section 5310		**33,817.00**	**-33,817.00**	
Total 413 FEDERAL CASH GRANTS	**167,484.00**	**328,952.67**	**-161,468.67**	**50.91 %**
Total Income	**$412,419.03**	**$471,762.67**	**$ -59,343.64**	**87.42 %**
GROSS PROFIT	**$412,419.03**	**$471,762.67**	**$ -59,343.64**	**87.42 %**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Expenses				
501 LABOR				
501.01 Operator's Salaries and Wages	94,202.04	95,269.00	-1,066.96	98.88 %
501.02 Other Salaries and Wages	110,330.87	117,970.00	-7,639.13	93.52 %
Total 501 LABOR	**204,532.91**	**213,239.00**	**-8,706.09**	**95.92 %**
502 FRINGE BENEFITS				
502.02 OPERS - DCTB Share	28,394.29	33,458.00	-5,063.71	84.87 %
502.03 Health/Dental/Vision/Life Ins.	42,396.40	53,581.00	-11,184.60	79.13 %
502.04 Workers Comp.	6,794.38	0.00	6,794.38	
502.05 Medicare - DCTB Share	3,134.36	3,465.00	-330.64	90.46 %
502.09 Sick Leave	8,333.76	10,323.00	-1,989.24	80.73 %
502.10 Holiday Leave	4,412.24	12,572.00	-8,159.76	35.10 %
502.11 Vacation Leave	7,959.61	13,743.00	-5,783.39	57.92 %
502.14 Cell Phone Allowance	2,950.50	3,130.00	-179.50	94.27 %
Total 502 FRINGE BENEFITS	**104,375.54**	**130,272.00**	**-25,896.46**	**80.12 %**
503 SERVICES				
503.03 Prof and Tech Service	29,694.91	43,758.00	-14,063.09	67.86 %
503.05 Contract Maint Service	9,445.15	4,326.00	5,119.15	218.33 %
503.99 Other Services	24,229.72	3,800.00	20,429.72	637.62 %
Total 503 SERVICES	**63,369.78**	**51,884.00**	**11,485.78**	**122.14 %**
504 MATERIALS AND SUPPLIES				
504.01 Fuel and Lube	25,573.33	22,068.00	3,505.33	115.88 %
504.02 Tires and Tubes		1,750.00	-1,750.00	
504.99 Other Supplies	38,861.32	14,910.00	23,951.32	260.64 %
Total 504 MATERIALS AND SUPPLIES	**64,434.65**	**38,728.00**	**25,706.65**	**166.38 %**
505 UTILITIES				
505.02 Utilities other than Propulsion	3,895.85	4,083.00	-187.15	95.42 %
Total 505 UTILITIES	**3,895.85**	**4,083.00**	**-187.15**	**95.42 %**
506 CASUALTY AND LIABILITY COST				
506.03 Premiums-Liability and Property	10,087.33	9,167.00	920.33	110.04 %
Total 506 CASUALTY AND LIABILITY COST	**10,087.33**	**9,167.00**	**920.33**	**110.04 %**
509 MISCELLANEOUS EXPENSE				
509.01 Dues and Subscriptions	798.79	708.00	90.79	112.82 %
509.02 Travel and Meetings	41.71	212.00	-170.29	19.67 %
509.08 Advertising & Promotion Media	79.09	75.00	4.09	105.45 %
509.99 Other Miscellaneous Expense	151.69	25.00	126.69	606.76 %
Total 509 MISCELLANEOUS EXPENSE	**1,071.28**	**1,020.00**	**51.28**	**105.03 %**
Total Expenses	**$451,767.34**	**$448,393.00**	**$3,374.34**	**100.75 %**
NET OPERATING INCOME	**$ -39,348.31**	**$23,369.67**	**$ -62,717.98**	**-168.37 %**
Other Expenses				
63000 Depreciation Expense				
63200 Depr. Facilities & Structures	15,474.04	5,803.00	9,671.04	266.66 %
63300 Depr. Revenue Vehicles	63,561.83	17,660.00	45,901.83	359.92 %
63400 Depr. Furnishings & Equipment	6,961.52	2,292.00	4,669.52	303.73 %
63500 Depr. Transit Enhancements	318.47	239.00	79.47	133.25 %
Total 63000 Depreciation Expense	**86,315.86**	**25,994.00**	**60,321.86**	**332.06 %**
Total Other Expenses	**$86,315.86**	**$25,994.00**	**$60,321.86**	**332.06 %**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OTHER INCOME	**$ -86,315.86**	**$ -25,994.00**	**$ -60,321.86**	**332.06 %**
NET INCOME	**$ -125,664.17**	**$ -2,624.33**	**$ -123,039.84**	**4,788.43 %**

DELAWARE COUNTY TRANSIT

Budget vs. Actuals: FY 2024 Budget - FY24 P&L

January - April, 2024

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
400 PASSENGER FARES	0.00		0.00	
401 PASSENGER - PAID FARES	0.00		0.00	
401.07 DR - General Public	28,354.40	12,210.00	16,144.40	232.22 %
401.20 FLEX Fares				
401.201 FLEX-D Day Base Fare	38,182.75	32,228.00	5,954.75	118.48 %
401.202 FLEX-D Day Discount Fare	16,320.84	18,894.00	-2,573.16	86.38 %
Total 401.20 FLEX Fares	**54,503.59**	**51,122.00**	**3,381.59**	**106.61 %**
Total 401 PASSENGER - PAID FARES	**82,857.99**	**63,332.00**	**19,525.99**	**130.83 %**
402 ORGANIZATION - PAID FARES				
402.01 GP Fare Subsidy	137,015.00	131,040.00	5,975.00	104.56 %
402.05 Contract Client Transport	128,738.80	118,140.00	10,598.80	108.97 %
Total 402 ORGANIZATION - PAID FARES	**265,753.80**	**249,180.00**	**16,573.80**	**106.65 %**
Total 400 PASSENGER FARES	**348,611.79**	**312,512.00**	**36,099.79**	**111.55 %**
407 NON-TRANSPORTATION REVENUES				
407.04 Investment Income	97,533.48		97,533.48	
407.98 Insurance Reimbursement	946.58		946.58	
407.99 Other Non-Transport. Revenue	-761.12	80,000.00	-80,761.12	-0.95 %
Total 407 NON-TRANSPORTATION REVENUES	**97,718.94**	**80,000.00**	**17,718.94**	**122.15 %**
409 LOCAL CASH GRANTS				
409.01 General Operating Assistance		0.00	0.00	
Total 409 LOCAL CASH GRANTS		**0.00**	**0.00**	
411 STATE CASH GRANTS				
411.01 Operating Assistance	495,215.00	165,071.00	330,144.00	300.00 %
411.05 E&D Assistance		13,660.00	-13,660.00	
411.06 ODOT OTP2 State Funds		0.00	0.00	
Total 411 STATE CASH GRANTS	**495,215.00**	**178,731.00**	**316,484.00**	**277.07 %**
413 FEDERAL CASH GRANTS				
413.10 Section 5307				
413.11 5307 Operating Assistance	0.00	118,832.00	-118,832.00	0.00 %
413.11A 5307 ARP Act Operating Assistance	392,660.00	416,668.00	-24,008.00	94.24 %
413.11B 5307 CRRSAA Operating Assistance	121,785.00	526,842.68	-405,057.68	23.12 %
Total 413.11 5307 Operating Assistance	**514,445.00**	**1,062,342.68**	**-547,897.68**	**48.43 %**
413.17 FTA Planning	53,681.00	118,200.00	-64,519.00	45.42 %
Total 413.10 Section 5307	**568,126.00**	**1,180,542.68**	**-612,416.68**	**48.12 %**
413.30 Section 5310				
413.33 5310 Preventive Maintenance	0.00	64,280.00	-64,280.00	0.00 %
413.37 5310 Mobility Mgt.	0.00	70,988.00	-70,988.00	0.00 %
Total 413.30 Section 5310	**0.00**	**135,268.00**	**-135,268.00**	**0.00 %**
Total 413 FEDERAL CASH GRANTS	**568,126.00**	**1,315,810.68**	**-747,684.68**	**43.18 %**
Total Income	**$1,509,671.73**	**$1,887,053.68**	**$ -377,381.95**	**80.00 %**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
GROSS PROFIT	**$1,509,671.73**	**$1,887,053.68**	**$ -377,381.95**	**80.00 %**
Expenses				
501 LABOR				
501.01 Operator's Salaries and Wages	377,603.10	381,076.00	-3,472.90	99.09 %
501.02 Other Salaries and Wages	398,621.59	471,880.00	-73,258.41	84.48 %
Total 501 LABOR	**776,224.69**	**852,956.00**	**-76,731.31**	**91.00 %**
502 FRINGE BENEFITS				
502.02 OPERS - DCTB Share	122,977.45	133,833.00	-10,855.55	91.89 %
502.03 Health/Dental/Vision/Life Ins.	158,716.57	214,324.00	-55,607.43	74.05 %
502.04 Workers Comp.	13,462.55	10,755.00	2,707.55	125.17 %
502.05 Medicare - DCTB Share	11,981.82	13,860.00	-1,878.18	86.45 %
502.09 Sick Leave	32,214.50	41,292.00	-9,077.50	78.02 %
502.10 Holiday Leave	25,485.12	50,288.00	-24,802.88	50.68 %
502.11 Vacation Leave	27,267.93	54,972.00	-27,704.07	49.60 %
502.14 Cell Phone Allowance	10,300.50	12,517.00	-2,216.50	82.29 %
Total 502 FRINGE BENEFITS	**402,406.44**	**531,841.00**	**-129,434.56**	**75.66 %**
503 SERVICES				
503.03 Prof and Tech Service	111,944.67	175,032.00	-63,087.33	63.96 %
503.05 Contract Maint Service	23,124.81	17,304.00	5,820.81	133.64 %
503.99 Other Services	26,383.38	15,200.00	11,183.38	173.57 %
Total 503 SERVICES	**161,452.86**	**207,536.00**	**-46,083.14**	**77.80 %**
504 MATERIALS AND SUPPLIES				
504.01 Fuel and Lube	71,356.41	88,272.00	-16,915.59	80.84 %
504.02 Tires and Tubes	5,238.00	7,000.00	-1,762.00	74.83 %
504.99 Other Supplies	89,539.19	59,640.00	29,899.19	150.13 %
Total 504 MATERIALS AND SUPPLIES	**166,133.60**	**154,912.00**	**11,221.60**	**107.24 %**
505 UTILITIES				
505.02 Utilities other than Propulsion	17,476.14	16,332.00	1,144.14	107.01 %
Total 505 UTILITIES	**17,476.14**	**16,332.00**	**1,144.14**	**107.01 %**
506 CASUALTY AND LIABILITY COST				
506.03 Premiums-Liability and Property	40,349.32	36,668.00	3,681.32	110.04 %
Total 506 CASUALTY AND LIABILITY COST	**40,349.32**	**36,668.00**	**3,681.32**	**110.04 %**
509 MISCELLANEOUS EXPENSE				
509.01 Dues and Subscriptions	1,114.90	2,832.00	-1,717.10	39.37 %
509.02 Travel and Meetings	3,920.38	847.00	3,073.38	462.85 %
509.08 Advertising & Promotion Media	584.55	300.00	284.55	194.85 %
509.99 Other Miscellaneous Expense	2,306.45	100.00	2,206.45	2,306.45 %
Total 509 MISCELLANEOUS EXPENSE	**7,926.28**	**4,079.00**	**3,847.28**	**194.32 %**
Total Expenses	**$1,571,969.33**	**$1,804,324.00**	**$ -232,354.67**	**87.12 %**
NET OPERATING INCOME	**$ -62,297.60**	**$82,729.68**	**$ -145,027.28**	**-75.30 %**
Other Expenses				
63000 Depreciation Expense				
63200 Depr. Facilities & Structures	38,685.10	23,212.00	15,473.10	166.66 %
63300 Depr. Revenue Vehicles	184,674.65	70,639.00	114,035.65	261.43 %
63400 Depr. Furnishings & Equipment	18,678.80	9,166.00	9,512.80	203.78 %
63500 Depr. Transit Enhancements	318.47	954.00	-635.53	33.38 %
Total 63000 Depreciation Expense	**242,357.02**	**103,971.00**	**138,386.02**	**233.10 %**

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Total Other Expenses	**$242,357.02**	**$103,971.00**	**$138,386.02**	**233.10 %**
NET OTHER INCOME	**$ -242,357.02**	**$ -103,971.00**	**$ -138,386.02**	**233.10 %**
NET INCOME	**$ -304,654.62**	**$ -21,241.32**	**$ -283,413.30**	**1,434.25 %**

DELAWARE COUNTY TRANSIT

Income by Customer Summary YTD

April 2024

	INCOME		EXPENSES		NET INCOME	
	APR 2024	JAN - APR, 2024 (YTD)	APR 2024	JAN - APR, 2024 (YTD)	APR 2024	JAN - APR, 2024 (YTD)
Adult Court Services	200.00	200.00			$200.00	$200.00
Delaware Area Career Center		100.00			$0.00	$100.00
Delaware Municipal Court		200.00			$0.00	$200.00
Dept. of Job and Family Services	18,912.40	78,289.50			$18,912.40	$78,289.50
Farebox	20,745.19	82,404.57		233.60	$20,745.19	$82,638.17
FTA		53,681.00			$0.00	$53,681.00
FTA - ARP Act	111,186.00	392,660.00			$111,186.00	$392,660.00
FTA - CRRSAA	56,298.00	121,785.00			$56,298.00	$121,785.00
ODOT	132,496.00	495,215.00			$132,496.00	$495,215.00
Paycor Refund	-963.04	0.00			$ -963.04	$0.00
Source Point	41,907.50	156,845.00			$41,907.50	$156,845.00
Veterans Services	6,819.50	24,061.20			$6,819.50	$24,061.20
Willow Brook	1,482.50	7,391.10			$1,482.50	$7,391.10
TOTAL	**$389,084.05**	**$1,412,832.37**	**$0.00**	**$233.60**	**$389,084.05**	**$1,413,065.97**

DELAWARE COUNTY TRANSIT

Expenses by Vendor Summary

April 2024

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
AB Health Solutions, LLC	75.00	300.00
Accent	1,683.99	1,683.99
Adam Hall		39.59
AEP	1,218.01	5,064.75
AIM Media Midwest		172.80
Amazon	1,176.67	12,390.14
ARCPoint Labs	1,002.54	2,676.98
B&C COMMUNICATIONS		4,483.80
BackCare Family Chiropractic		90.00
Barbara Silvers		174.40
Bert Runyon		39.59
BOB SUMEREL TIRE		5,329.00
Brad Hines		90.00
Breezeline	1,306.20	5,226.36
BYERS FORD		424.85
Caroline Larsen	61.00	61.00
Casey Thomas		39.59
CITY OF DELAWARE Utility Office	210.38	862.40
Colonial Life	116.42	465.68
COLUMBIA GAS	211.26	1,954.98
CRYSTAL JAMES		24.99
Custom Air		10,110.00
Danielle Schnees		39.99
DCTB Depreciation	86,315.86	242,357.02
Delaware Area Chamber of Commerce	362.00	362.00
Delaware City School District		250.00
Delaware County Clerk of Courts		130.80
DELAWARE COUNTY HR	58,717.81	208,945.40
Don Hedges		99.00
Evalyn Page		37.00
FINET	319.11	1,308.78
Frank Cammarata		144.40
Garrett Manges		39.78
Government Finance Officers Association	160.00	160.00
GRANT BIAS	14.97	74.92
HDR Engineering, Inc.		53,681.73
Holony Media		1,933.20
Hunter Marketing	3,625.00	3,625.00
Interstate Billing Service		5,016.11
Intuit		428.53
J & J Mobility		150.00
Janton	207.87	650.09
Jenifer Wattenshaidt		8.00
John Iwanek		39.59

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
Joseph Shalosky		39.59
Kim Pattee		99.00
Kimmel	247.52	1,062.50
Koorsen Fire & Security		104.97
LinkedIn Corporation		3,360.00
Lynn Aseltine		144.40
MARCIE MERRIMAN		127.86
MASTER LIGHTING SERVICE	3,890.00	5,892.00
Matthew Bell		39.59
MD TRANSMISSIONS LTD	5,401.18	6,807.68
MIATI Embroidery		813.94
Nakeer Stewart		39.59
NAPA Auto Parts	3,613.09	23,886.39
NEORide	23,275.00	23,275.00
Ohio Business Systems, Inc.	7,900.60	8,591.66
Ohio Government Finance Officers Association		185.00
OHIO TRANSIT RISK POOL	10,087.33	40,349.32
Ohio Wesleyan University	79.09	161.75
OHIOTOW		187.50
OPERS	28,394.29	122,977.45
Patricia Stout		32.00
Paycor	-963.04	-963.04
PAYROLL	221,912.93	847,184.60
PFM Fleet Service	3,246.89	3,246.89
PRECISION ALIGNMENT	673.53	11,669.00
Proforma		1,001.66
Randy Weiser		19.80
Remix Technologies LLC	18,700.00	18,700.00
Renee Creedon-Mays		81.19
Richard LeCrone		90.00
RICHWOOD BANK	40.00	420.00
Richwood Credit Card	2,642.70	12,500.30
Robert Ruzinsky	1,757.50	1,757.50
Rohrbaugh Tools	1,049.95	1,049.95
RUMPKE	162.67	626.50
S&S Midwest Fire Protection LLC	585.74	2,500.74
Sherry Hedges	41.71	133.98
SourcePoint	40.00	390.00
SuperFleet MasterCard Program	25,573.33	71,356.41
TERMINAL SUPPLY		1,040.24
TESCO	20,231.72	22,559.64
THE DELAWARE GAZETTE Subscription		195.00
THE HARDWARE EXCHANGE	242.51	617.37
Tim Himler		39.68
Tim Trimble		125.63
VERIZON WIRELESS	2,256.20	9,025.21
WATERFORD SIGNS		574.65
YOST TECH OF MID OHIO	216.67	216.67
Not Specified		-963.04

	TOTAL	
	APR 2024	JAN - APR, 2024 (YTD)
TOTAL	**$538,083.20**	**$1,814,559.95**

DELAWARE COUNTY TRANSIT

Balance Sheet

As of April 30, 2024

	TOTAL		
	AS OF APR 30, 2024	AS OF MAR 31, 2024 (PP)	AS OF APR 30, 2023 (PY)
ASSETS			
Current Assets			
Bank Accounts			
10000 Checking - Regular	-39,161.47	-19,058.77	5,030,019.78
10001 Checking - Payroll	124,944.46	30,032.59	195,201.64
10002 Petty Cash	50.00	50.00	50.00
10003 STAR Ohio	5,194,579.21	5,171,385.02	
10004 Insured Cash Sweep	461,003.30	345,402.14	
Total Bank Accounts	**$5,741,415.50**	**$5,527,810.98**	**$5,225,271.42**
Accounts Receivable			
11000 Accounts Receivable	1,532,495.96	1,816,121.16	1,527,109.94
Total Accounts Receivable	**$1,532,495.96**	**$1,816,121.16**	**$1,527,109.94**
Other Current Assets			
11001 YE Receivables	0.00	0.00	0.00
13000 Prepaids	0.00	0.00	0.00
13100 Prepaid OTRP	25,092.26	35,179.59	21,724.74
Total 13000 Prepaids	**25,092.26**	**35,179.59**	**21,724.74**
Total Other Current Assets	**$25,092.26**	**$35,179.59**	**$21,724.74**
Total Current Assets	**$7,299,003.72**	**$7,379,111.73**	**$6,774,106.10**
Fixed Assets			
15000 Fixed Assets	5,876.32	549.97	0.00
15100 Land	325,507.52	325,507.52	325,507.52
15200 Facilities & Structures	2,859,068.31	2,859,068.31	2,859,068.31
15300 Revenue Vehicles	3,637,851.80	3,637,851.80	2,643,397.80
15400 Furnishings & Equipment	369,446.03	369,446.03	356,449.53
15500 Transit Enhancements	44,686.92	44,686.92	44,686.92
Total 15000 Fixed Assets	**7,242,436.90**	**7,237,110.55**	**6,229,110.08**
16000 Accumulated Depreciation			
16200 AD - Facilites & Structures	-626,979.02	-611,504.98	-526,397.76
16300 AD - Revenue Vehicles	-1,960,511.57	-1,896,949.74	-1,539,537.26
16400 AD - Furnishings & Equipment	-248,145.20	-241,183.68	-198,220.32
16500 AD - Transit Enhancements	-45,005.39	-44,686.92	-43,731.67
Total 16000 Accumulated Depreciation	**-2,880,641.18**	**-2,794,325.32**	**-2,307,887.01**
17000 WIP - Work in Process			
17200 WIP - Facilaties & Structures	0.00	0.00	0.00
17400 WIP - Furnishings & Equipment	0.00	0.00	0.00
Total 17000 WIP - Work in Process	**0.00**	**0.00**	**0.00**
Total Fixed Assets	**$4,361,795.72**	**$4,442,785.23**	**$3,921,223.07**
Other Assets			
14010 Net Pension Asset	57,875.00	57,875.00	80,168.00
14015 Net OPEB Asset	0.00	0.00	332,135.00
14020 Defered Outflows - Pension	1,574,616.00	1,574,616.00	577,956.00

	TOTAL		
	AS OF APR 30, 2024	AS OF MAR 31, 2024 (PP)	AS OF APR 30, 2023 (PY)
14025 Defered Outflows - OPEB	219,036.00	219,036.00	41,275.00
Total Other Assets	**$1,851,527.00**	**$1,851,527.00**	**$1,031,534.00**
TOTAL ASSETS	**$13,512,326.44**	**$13,673,423.96**	**$11,726,863.17**
LIABILITIES AND EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
20000 Accounts Payable	13,883.03	70,787.70	24,720.93
Total Accounts Payable	**$13,883.03**	**$70,787.70**	**$24,720.93**
Other Current Liabilities			
20001 YE Payables	0.00	0.00	0.00
23000 Accrued Leave Payable			
23001 Accrued Sick Leave	40,763.70	40,763.70	42,776.78
23002 Accrued Vacation	131,180.75	131,180.75	107,459.81
23003 Accrued Holiday Pay	46,112.42	46,112.42	48,984.23
Total 23000 Accrued Leave Payable	**218,056.87**	**218,056.87**	**199,220.82**
24000 Bi-Weekly Payroll Liabilities			
24002 Employer Net Pay	91,599.54	75,513.09	66,953.31
24003 Employer Medicare	1,728.72	1,421.08	1,278.44
24004 Employer SS	0.00	0.00	0.00
Total 24000 Bi-Weekly Payroll Liabilities	**93,328.26**	**76,934.17**	**68,231.75**
25000 Payroll Withholdings	0.00	0.00	0.00
25001 Deferred Comp W/H	1,491.00	1,230.00	665.00
25002 OPERS Employee W/H	2,062.48	8.47	-673.06
25003 Medicare Employee W/H	1,728.76	1,421.14	1,278.42
25004 Federal Tax W/H	8,510.32	6,895.14	6,540.12
25005 Ohio Tax W/H	2,408.35	1,971.05	1,848.19
25006 City Tax W/H	2,208.94	1,815.92	1,633.83
25007 School Tax W/H	319.40	243.30	202.20
25008 Court Order W/H	0.00	0.00	0.00
25009 Employee SS	0.00	0.00	0.00
Total 25000 Payroll Withholdings	**18,729.25**	**13,585.02**	**11,494.70**
26000 Unearned Funds			
26030 Local Funds Unearned	0.00	0.00	0.00
Total 26000 Unearned Funds	**0.00**	**0.00**	**0.00**
Ohio Department of Taxation Payable	0.00	0.00	
Total Other Current Liabilities	**$330,114.38**	**$308,576.06**	**$278,947.27**
Total Current Liabilities	**$343,997.41**	**$379,363.76**	**$303,668.20**
Long-Term Liabilities			
27010 Net Pension Liability	3,369,633.00	3,369,633.00	927,463.00
27015 Net OPEB Liability	71,469.00	71,469.00	0.00
27020 Defered Inflows - Pension	21,869.00	21,869.00	1,153,161.00
27025 Defered Inflows - OPEB	23,572.00	23,572.00	343,161.00
Total Long-Term Liabilities	**$3,486,543.00**	**$3,486,543.00**	**$2,423,785.00**
Total Liabilities	**$3,830,540.41**	**$3,865,906.76**	**$2,727,453.20**
Equity			
30000 Opening Balance Equity	2,578,254.26	2,578,254.26	2,578,254.26

	TOTAL		
	AS OF APR 30, 2024	AS OF MAR 31, 2024 (PP)	AS OF APR 30, 2023 (PY)
31000 Equity Contributions			
31001 Federal Equity Contributions	3,407,462.00	3,407,462.00	2,493,971.00
31002 State Equity Contributions	1,579,046.00	1,579,046.00	1,579,046.00
31003 Local Equity Contributions	76,601.00	76,601.00	76,601.00
Total 31000 Equity Contributions	**5,063,109.00**	**5,063,109.00**	**4,149,618.00**
32000 Retained Earnings	4,033,645.35	4,033,645.35	3,899,589.70
33000 GASB 68 Pension Equity	-703,183.96	-703,183.96	-703,183.96
34000 GASB 75 OPEB Equity	-985,317.00	-985,317.00	-985,317.00
Net Income	-304,721.62	-178,990.45	60,448.97
Total Equity	**$9,681,786.03**	**$9,807,517.20**	**$8,999,409.97**
TOTAL LIABILITIES AND EQUITY	**$13,512,326.44**	**$13,673,423.96**	**$11,726,863.17**

DELAWARE COUNTY TRANSIT

Statement of Cash Flows

April 2024

	TOTAL
OPERATING ACTIVITIES	
Net Income	-125,731.17
Adjustments to reconcile Net Income to Net Cash provided by operations:	
11000 Accounts Receivable	283,625.20
13100 Prepaids:Prepaid OTRP	10,087.33
20000 Accounts Payable	-56,904.67
24002 Bi-Weekly Payroll Liabilities:Employer Net Pay	16,086.45
24003 Bi-Weekly Payroll Liabilities:Employer Medicare	307.64
25001 Payroll Withholdings:Deferred Comp W/H	261.00
25002 Payroll Withholdings:OPERS Employee W/H	2,054.01
25003 Payroll Withholdings:Medicare Employee W/H	307.62
25004 Payroll Withholdings:Federal Tax W/H	1,615.18
25005 Payroll Withholdings:Ohio Tax W/H	437.30
25006 Payroll Withholdings:City Tax W/H	393.02
25007 Payroll Withholdings:School Tax W/H	76.10
25008 Payroll Withholdings:Court Order W/H	0.00
Ohio Department of Taxation Payable	0.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	**258,346.18**
Net cash provided by operating activities	**$132,615.01**
INVESTING ACTIVITIES	
15000 Fixed Assets	-5,326.35
16200 Accumulated Depreciation:AD - Facilites & Structures	15,474.04
16300 Accumulated Depreciation:AD - Revenue Vehicles	63,561.83
16400 Accumulated Depreciation:AD - Furnishings & Equipment	6,961.52
16500 Accumulated Depreciation:AD - Transit Enhancements	318.47
Net cash provided by investing activities	**$80,989.51**
NET CASH INCREASE FOR PERIOD	**$213,604.52**
Cash at beginning of period	5,527,810.98
CASH AT END OF PERIOD	**$5,741,415.50**

DELAWARE COUNTY TRANSIT
GRANTS SUMMARY
as of April 2024

ACTIVE GRANTS

GRANT NAME	GRANT SOURCE	GRANT TYPE	GRANT FREQUENCY	GRANT PURPOSE	PID	STIP	Award #	AMOUNT AWARDED	TDC's	AMOUNT EXPENDED	AMOUNT REMAINING	PERCNTG. REMAINING	GRANT END DATE	Dec 2024	Dec 2025	Dec 2026	Dec 2027	Dec 2028	Dec 2029	Dec 2030
ARPA	FTA	Operating - one-time	One-time	Gen. Oper+1%	n/a	n/a	OH-2022-006	5,099,700	-	4,133,727	965,973	19%	9/30/2029	$ 1,274,533	COMPLETED - FUNDS EXHAUSTED					
CRRSSA	FTA	Operating - one-time	One-time	Gen. Oper+1%	n/a	n/a	OH-2022-008	2,822,218	-	1,097,588	1,724,630	61%	N/A	$ 2,133,375	$ 185,388	COMPLETED - FUNDS EXHAUSTED				
OTP2	FTA/ODOT	Capital - Competitive	Recurring	HVAC / Equip	115540	21-24 Amend #5	OH-2022-034	69,250	13,850	$ 42,920	$ 26,330	38%	N/A	COMPLETED - FUNDS EXHAUSTED						
OTP2	FTA/ODOT	Capital - Competitive	Recurring	Replace vehicles	111778	21-24 Amend #5	OH-2022-034	148,093	29,619	$ 147,052	$ 1,041	1%	N/A	COMPLETED - FUNDS EXHAUSTED						
OTP2	FTA/ODOT	Capital - Competitive	One-Time	Planning	115539	21-24 Amend #5	OH-2023-012	500,000	100,000	$ 266,067	$ 233,933	47%	N/A	$ 200,000	$ 100,000	$ 100,000	COMPLETED - FUNDS EXHAUSTED			
											TOTAL REMAINING		***2,951,907***							

ALLOCATED OPERATING GRANTS (Not yet Active)

5310	FTA/MORPC	Operating - Competitive	Recurring	Maintenance	118044	21-24 Amend #10	Amendment in process	$ 181,581	-	$ -	$ 181,581	100%	N/A	11.7A.00	$ 181,581	COMPLETED - FUNDS EXHAUSTED				
5310	FTA/MORPC	Operating - Competitive	Recurring	Mobility Mgmt	118044	21-24 Amend #10	Amendment in process	$ 416,242	-	$ -	$ 416,242	100%	N/A	11.7L.00	$ 212,970	$ 203,272	COMPLETED - FUNDS EXHAUSTED			
5307	FTA	Operating - Formula	Recurring	Gen. Oper. FFY 2023	111783	21-24 Orig.	Amendment in process	$ 383,311	-	$ -	$ 383,311	100%	N/A	30.09.03	$ 383,311	COMPLETED - FUNDS EXHAUSTED				
5310	FTA/MORPC	Operating - Competitive	Recurring	Maintenance			Not yet awarded / confirmed	$ 233,585	-	$ -	$ 233,585	100%	N/A	11.7A.00	$ -		$ 233,585	COMPLETED - FUNDS EXHAUSTED		
5310	FTA/MORPC	Operating - Competitive	Recurring	Mobility Mgmt			Not yet awarded / confirmed	$ 413,698	-	$ -	$ 413,698	100%	N/A	11.7L.00	$ -	$ -	$ 413,698	COMPLETED - FUNDS EXHAUSTED		
											TOTAL REMAINING		***1,214,719***							

ALLOCATED CAPITAL GRANTS (Not yet Active)

OTP2	FTA/ODOT	Capital - Competitive	One-Time	(3) Replace Bus	111782	21-24 Orig.	Amendment in process	485,271		-	485,271	100%	N/A		$ 485,271	COMPLETED - FUNDS EXHAUSTED				
OTP2	FTA/ODOT	Capital - Competitive	One-Time	(2) Expansion Bus	111773	21-24 Orig.	Amendment in process	353,514		-	353,514	100%	N/A		$ 353,514	COMPLETED - FUNDS EXHAUSTED				
OTP2	FTA/ODOT	Capital - Competitive	One-Time	(8) Replace Bus	111784	21-24 Orig.	Application not filed (awaiting FHWA Transfer)	485,271		-	485,271	100%	N/A		$ 485,271	COMPLETED - FUNDS EXHAUSTED				
											TOTAL REMAINING		***1,324,056***							

GRAND TOTAL REMAINING ***5,490,682***

EVENT SPACE LICENSE AGREEMENT

This EVENT SPACE LICENSE AGREEMENT ("**Agreement**"), dated as of the 15 day of May, 2024, is made by and between **ECH Pathways, LLC**, an Ohio limited liability company, having its principal office at **123 Hyatts Road, Delaware, OH 43015** (address) ("**Licensor**") and the **Delaware County Transit Board,** a county transit board, having an address at **119 Henderson Court, Delaware, OH 43015** ("**Licensee**").

WHEREAS, Licensor owns The Dempsey Event Center, situated in the Township of Orange, County of Delaware, State of Ohio, and having a street address at **123 Hyatts Road Delaware, OH 43015** the "**Building**"); and

WHEREAS, Licensee desires to use the facilities located at the Dempsey Event Center and identified in Section 11 below (the "**Event Space**"), for the purpose of BOARD RETREAT/MEETING the "**Event**").

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event Space.

Licensor hereby grants to Licensee a limited and revocable license (the "**License**") to use the Event Space for the Event, together with the right to use all other areas in and about the Building which are used in common with others including, without limitation, the lobbies, elevators, stairways, rest rooms, delivery areas, and parking areas (collectively, the "**Common Areas**"). The License permits the Licensee to use the Event Space only for the Event on the Event Date (hereinafter defined) during the Event Hours (hereinafter defined), subject to, and upon all of the terms, covenants, and conditions contained in this Agreement. The License shall not, under any circumstances, be coupled with an interest in the Event Space or the Common Areas. Licensee acknowledges and agrees that no more than **FIFTEEN (15)** individuals in the aggregate (including, without limitation, Licensee's invitees, employees, guests, contractors, service providers, or others connected, whether directly or indirectly, with Licensee) will occupy the Event Space. The Agreement shall include the following personal property: At present, the only personal property being provided by Licensor shall be tables and chairs. Licensee should plan to provide for any other personal property required for its Event. No owner item(s) (other than provided tables and chairs) on the property is to be moved by Licensee.

2. Event Date and Event Time.

The Event shall be held on **Friday August 23, 2024** (the "**Event Date**") between the hours of **8:00 AM and 3:00 PM** which includes set up and take down time (the "**Event Time**"). Licensee, Licensee's Caterer, if any (hereinafter defined), and Licensee's other independent contractors, contracted vendors, and service providers retained by Licensee to provide services for the Event (collectively, "**Licensee's Service Providers**") shall not have access to the Event Space at any time other than during the Event Time, unless Licensee receives prior written authorization from Licensor.

3. Deposit and Fees.

(a) Licensee shall pay to Licensor the following deposits and fees (collectively, the "**Fees**"). Licensee or representative of Licensee agree to pay a security/damage deposit of $750.00 ("**Security Deposit**"). The initial deposit amount specified in this Agreement serves to hold the venue for the specified date(s) of use and is payable at the time the Agreement is signed by the Parties. The payment shall set forth all other sums owed by Licensee under this Agreement. The Security Deposit is due with the final installation of the payments set forth and is returnable to the Licensee within two weeks after the Event has concluded and once the Building and Common Areas have been inspected for any potential damage from the Event. Any deductions from the Security Deposit will be itemized for Licensee.

(b) The venue fee payment is **$1250.00** and is payable at the time of signing of this Agreement.

(c) Payments shall be paid to the Licensor or its authorized agent at the following address: 123 Hyatts Road, Delaware, Ohio 43015, or at such other place(s) as may be designated by Licensor. The Fee Deposit is due at the time of execution of this Agreement. The balance of the Fee payment is payable in full sixty (120) days prior to the start of the Event.

(d) Credit/debit card, cash, and check are accepted payment methods. Checks may be made payable to: ECH Pathways, LLC. A 3.75% fee is applied for all credit card transactions. A $100.00 fee is applied for all returned checks.

(e) Payments that are not received by their due date will be subject to a fee of $100.00 per month, or any part of a month, that they go unpaid. If the Licensee is more than thirty days delinquent on payment, Licensor reserves the right to cancel the Event for breach of contract. Written notice of cancellation will be provided to the Licensee, and all fee payments shall be retained by Licensor as liquidated damages.

(f) For events with more than 25 cars, Licensor requires Valet Parking. A separate fee and agreement between Licensee and the valet company, ***SP Parking***, is required.

4. Licensee's Caterer.

If Licensee is using its own caterer from Licensor's preferred caterer list ("**Licensee's Caterer**") for the Event, Licensee shall pay directly to Licensee's Caterer the catering fee. Licensee's Caterer must clean the Event Space, kitchen, and all service areas within the Event Time, leaving it in the same condition and working order as at the start of the Event set up. Licensee's Caterer must remove all trash, composting, and recyclables from the Event Space, kitchen, and service areas. Failure to remove or clean the Event Space, kitchen, and service areas will result in additional fees being charged to Licensee and deducted from the Security Deposit.

5. Site Decoration. **SEE DCT/COUNTY ADDENDUM**

Rearranging and moving furniture, artwork, lamps, seating, and other furnishings shall be performed solely by Licensor's employees. All plans for site decorating, arranging and design must be approved in writing by Licensor's authorized agent no later than 90 days prior to start of event. No nails,

screws, staples, or penetrating items shall be used on walls, wood, or other surfaces. All tape and gummed backing materials shall be properly removed by Licensee and any damage to walls, wood, or other surfaces shall be repaired by Licensor, the cost of which shall be deducted from the Security Deposit. If the cost of repairing such damage exceeds the amount of the Security Deposit, Licensee shall indemnify Licensor for the excess cost pursuant to Section 15 below.

6. Conduct and Noise.

Smoking in the Event Space, the Common Areas, or in or within twenty-five (25) feet of the Building, loitering, disparaging remarks, physical violence, or illegal activities are not permitted and will not be tolerated. Licensee agrees to control the noise level at the Event such that it shall not create a disturbance. Quantitatively, sound levels must not exceed 60 decibels at the property lines. If Licensor reasonably determines that the noise level is excessive, upon request by Licensor, Licensee shall immediately reduce the volume. Conduct deemed disorderly and/or noise levels deemed excessive, at the sole discretion of Licensor, shall be grounds for immediate expulsion from the Event Space and the conclusion of the License. In such event, Licensee shall not be entitled to any refund of any Fees.

7. Insurance.

Special Event Liability Insurance is required of all Licensees and is due no later than thirty (30) days prior to the Event. This insurance must, at Licensee's sole expense, provide and maintain public liability and personal property damage insurance, insuring Licensor and its employees, contractors, and contracted vendors against all bodily injury, property damage, personal injury and other loss arising out of Licensee's use and occupancy of the premises, including appurtenances to the premises sidewalks and roadways. The insurance required hereunder shall have a single limit liability of not less than $1 million, and general aggregate liability of not less than $2 million. Licensor shall be named as an additional insured on said policy.

(a) If alcohol is to be served, Licensee shall ensure that the policy includes Host Liquor Liability coverage to protect Licensee against alcohol related accidents, as Licensee is ultimately liable for the safety of Licensee's guests. Established catering services may use their license and insurance to cover this requirement. All caterers and/or outside vendors, companies, and/or institutions must provide a copy of their Certificate of Insurance and Catering License to Licensor, naming Licensee and Licensor as an additional insured. These documents must be delivered to Licensor at least thirty (30) days prior to the event. Failure to provide evidence of this insurance to Licensor thirty (30) days prior to the Event can cause immediate cancellation of the Event. Cancellations arising from failure of Licensee to provide Licensor with a proper and timely certificate of liability insurance will be treated as a Licensee-caused cancellation.

8. Venue Guidelines

(a) Children: Licensor is committed to the safety of all guests at the Building and the Common Areas, especially children. As a result, Licensor maintains a zero-tolerance policy for children running at-large and/or unsupervised at the Building. All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the Building and Common Areas unattended by an adult. **W A R N I N G** : **THE POND AND RAVINE ARE STRICTLY OFF LIMITS TO BOTH CHILDREN AND ADULTS.**

(b) Bicycles, skateboards, and rollerblades are not allowed. Licensee shall be responsible for informing all guests of these policies. Again, these policies are for the protection of all Event guests.

(c) Animals: Service animals are permitted at the Event, but must be leashed or caged at all times and may not be inside any buildings when food is being prepared and/or served at the Event. Animals participating in an event are permitted by exception only from Licensor management. All animal feces must be collected in a plastic waste bag and placed in the outside garbage can. If animal feces and or related damages are found on the property during or immediately after the Event, it may serve as grounds for Licensor to retain part of the Security Deposit.

9. Rules and Regulations:

In addition to the terms and conditions of this Agreement, the following is a general list of rules and regulations to be upheld by the Licensee, which includes all event planners, wedding coordinators, photographers, florists and other vendors who are involved in the planning and execution of a special event or wedding on the premises of the property.

No confetti, rice, synthetics flower petals, glitter.

- No intoxication or other signs of impairment related to alcohol consumption.
- Use of illegal drugs or other illicit substances is not permitted. Violators will be escorted from the premises.
- Physical violence of any kind will not be permitted.
- No items of any kind shall be hung on chandeliers, mirrors, staircase or anywhere without expressed consent of Dempsey manager.
- No obscene or indecent clothing
- No use or possession of weapons of any kind
- The Event Space is a "tobacco free" environment. Smoking is permitted in designated outdoor area only. Smoking is not permitted at any time inside any building.
- Use of outdoor fire pit is not permitted at any time unless expressed written consent by Licensor is provided.
- No open flames are permitted. This includes candles and sparklers.
- Get Ready rooms are not party rooms. Access to ready rooms once the reception begins is strictly limited to bride, groom and to retrieve necessary items.
- Since our fireplaces operate on natural gas, guests may not throw trash, paper or other objects into the fireplace. A Security Deposit deduction fee will apply if this occurs.
- Only authorized Licensor employees are permitted to light and control the fireplace settings.
- Planners must submit all plans and timelines in writing to Dempsey Manager no less than 2 weeks prior to event for final approval.
- All events must end by no later than 11:00 PM. Loud music must end by 10:30 PM.

10. Music:

Brass instruments, drum kits, and sub woofers must be requested by Licensee and may be permitted indoors with pre-approval from a Licensor representative no less than 60 days prior to the Event. All loud music must end by 10:30 PM. Quantitatively, sound levels must not exceed 60 decibels at the property lines. Licensor retains the right to shut down any performance, at any time, if a vendor is unable to show respect for the neighbors and community by refusing to comply. Licensor is not responsible for any music licensing for the Event. The Licensee is responsible for ensuring that music providers (bands, DJ's, etc.) understand and comply with these conditions. In the event of disturbance to the point of expulsion/shut down, no portion of the event costs will be refunded to Licensee.

11. Use:

The Event Space shall be used as a special event or wedding event space for Licensee and Licensee's Guests/Members. Licensee shall have access to the following buildings/structures or real estate once each box is checked and initialed by a Licensor representative.

X. Main Building

☐ Sanctuary

☐ Tent

X. Parking area at 123 Hyatts Road

X Additional parking at location on Hyatts-Columbus Pike

(Vehicle access for U.S. 23)

See Addendum A: Part 1, 2 and/or 3 attached hereto and incorporated herein.

12. Consumption of Alcoholic Beverages:

(a) As the host of a private party, Licensee acknowledges responsibility for the proper and lawful consumption of alcoholic beverages for the Event described in this Agreement. Alcoholic beverages will be purchased by the Licensee and, subject to paragraph (b) below, served through a fully insured catering service. The catering service and its agents must exercise due care in serving alcoholic beverages and must refuse service to any person appearing to be under the age of 21 or any person who appears to be intoxicated. Identification and proof of age will be requested from any person who appears to be under 21 years of age. Alcoholic beverages are to be removed from anyone believed to be a minor or from any intoxicated person. Licensee shall monitor all service of alcohol and specifically acknowledges that Licensee is solely liable for the consumption of any alcohol by any person on the premises and that such liability shall extend to any aspect regarding the consumption of alcohol. Licensor may ask guests for identification to verify age and reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appear intoxicated and refuses to leave the premise. Vendor staff may not consume alcoholic beverages while on the premises during an event.

(b) If Licensee elects to serve alcoholic beverages itself or by any means other than a catering service, then Licensee must carry Host Liquor Liability insurance coverage, as required by Section 7, and must comply with all requirements applicable to catering services under paragraph (a) above.

13. Property Damage:

In case of partial destruction or injury to the property by fire, the elements or other casualty not the fault of Licensor or Licensee, Licensor shall repair the same with reasonable dispatch after notice of such destruction or injury. In the event said property is rendered totally uninhabitable by fire, the elements or casualty not the fault of the Licensor or Licensee, or in the event the building of which the above property is a part be so damaged or destroyed, the term of this Agreement shall cease. Fees shall be due for Licensee's use or portion thereof if used per the Agreement. Otherwise, that portion of funds shall be returned to the Licensee.

14. Compliance with Laws.

Licensee shall, and shall cause the Licensee's Caterer, if any, and the Licensee's Service Providers, if any, to comply with all applicable laws and obtain any and all required permits and licenses necessary to use the Event Space. Licensee shall not and shall not permit the Licensee's Caterer or the Licensee's Service Providers to, use the Event Space in any manner that would violate local, state, or federal laws or regulations related to Licensee's use of the Event Space.

15. Indemnification. **SEE DCT/COUNTY ADDENDUM**

Licensee hereby agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents, from any and all damages, liabilities, actions, suits, claims, costs (including reasonable attorneys' fees), penalties, or expenses arising out of or in connection with, in whole or in part, directly or indirectly: (a) the occupancy or use of the Event Space, the Common Areas, sidewalks, and other appurtenances to the Event Space, by Licensee, Licensee's Caterer (if any), Licensee's Service Providers (if any), or any other invitee of the Event; or (b) any acts, errors, or omissions on the part of Licensee, its officers, directors, employees, or agents, including, without limitation, Licensee's Caterer (if any) or any of Licensee's Service Providers (if any). This Section 15 shall survive termination of this Agreement.

16. Permitted Use and Capacity.

Subject to the provisions of Section 11, Licensee is authorized, pursuant to the License, to use the Event Space for the Event and for no other purpose, unless Licensor gives Licensee prior written authorization for additional permitted uses. Licensee shall not use the Event Space in any manner that may result in increased insurance premiums for Licensor with respect to the Event Space or render such insurance void. Licensee acknowledges and agrees that the maximum capacity of the Event Space is **FIFTEEN(15)** people and Licensee will not exceed such limit. Failure to comply with this Section 16 shall be a breach of this Agreement and permit Licensor to revoke the License.

17. Access and Right of Entry.

Licensor shall have the right to enter the Event Space at any time, without the consent of Licensee, for any reasonable purpose, including any emergency that may threaten damage to the Event Space, or injury to any person in or near the Event Space.

18. Cancellations.

(a) In the unlikely event of a cancellation, the Security Deposit, the Fee Deposit, and any other deposits provided by Licensee hereunder are non-refundable except as described herein. In the event of a timely cancellation by Licensee, if Licensor is able to rebook a comparable event on the scheduled date(s), the Fee Deposit will be refunded less a 30% administrative fee as described in paragraphs (b) through (d) below. Additionally, the Security Deposit will be refunded in full. If applicable, the refund will be sent to Licensee within 14 days of Licensor's receipt of Licensee's notice of cancellation. Return of Fee Deposits (if any) will be made within 14 days after Licensor has secured payment for an alternate booking. Licensor shall have the right to terminate this Agreement if Licensee fails to meet or violates any terms of this Agreement, in which case the provisions of this Section 18 shall apply. The Licensee shall not assign or sub-lease any terms, conditions, or services contained in this Agreement or any interest therein without the express written consent of Licensor.

(b) If Licensee cancels the Event more than 365 days prior to the Event Date, 70% of the Fee Deposit shall be refunded to Licensee, and Licensor shall retain 30% of the Fee Deposit as liquidated damages.

(c) If Licensee cancels the Event 240-365 days prior to the Event Date, 50% of the Fee Deposit shall be refunded to Licensee, and Licensor shall retain 50% of the Fee Deposit as liquidated damages.

(d) If Licensee cancels the Event less than 240 days prior to the Event Date, the Fee Deposit shall not be refunded, and shall instead be retained by Licensor as liquidated damages.

19. Force Majeure.

(a) "**Force Majeure Event**" means any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) war, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health emergencies; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; and (ix) other events beyond the control of Licensor.

(b) In the event Licensor is unable, on or after the occurrence of a Force Majeure Event, to make the Event Space available to Licensee on the Event Date for the purpose set forth in this Agreement, Licensee shall have the option of choosing an alternate date to hold the Event (the "**Alternate Event Date**"), at no extra charge to Licensee. If Licensee chooses an Alternate Event Date that is reasonably acceptable to Licensor, then the Alternate Event Date shall replace the Event Date for the purposes of this Agreement, and all rights and obligations under this Agreement shall remain binding on the parties hereto. If: (a) Licensee does not elect to choose an Alternate Event Date; or (b) Licensor

and Licensee cannot agree on an Alternate Event Date within thirty (30)] days of the original Event Date, this Agreement shall terminate and Licensor shall within a reasonable time after the termination of this Agreement, refund the Security Deposit and any portion of the Fees received by Licensor from Licensee hereunder. In neither instance shall Licensor be liable for any additional costs, expenses, or damages suffered by Licensee (over and above the Fees) arising out of the rescheduling or cancellation of the Event pursuant to this Section 19.

20. Revocation of License.

Licensor shall have the right to revoke License at any time provided Licensor provides written notice of such revocation to Licensee. Licensor's right of revocation shall be limited to the following events: (a) nonpayment of Fees by the applicable due dates; (b) breach of this Agreement by Licensee; or (c) the Event is of a nature that Licensor finds subjectively inappropriate. If Licensor revokes the Agreement because of subsection (c) herein, Licensor shall refund the Security Deposit and such amount of the fees payable pursuant to this Agreement as has been paid to Licensor. In all other events, Licensor shall retain all amounts paid to Licensor (including but not limited to the Security Deposit) as liquidated damages and not as a penalty.

21. Notices.

Any notice, authorization, or other communication required or otherwise given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given:

(a) When delivered by hand (with written confirmation of receipt).

(b) Three (3) days after the date mailed, if sent by registered or certified mail, return receipt requested, postage prepaid.

(c) When received by the addressee, if sent by a nationally recognized overnight courier (receipt requested).

(d) On the date sent by email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after the normal business hours of the recipient.

All notices and other communications shall be sent to the respective parties at the following addresses or at such other address for a party as shall be specified in a notice given in accordance with this Section 21:

If to Licensor:

ECH Pathways, LLC
Email: Lisa@DempseyEvents.com
Address: 123 Hyatts Road, Delaware, OH 43015
Attention: Lisa Y. Ferraro
General Manager/Sales and Events Director

If to Licensee:

Email: andyvolenik@delcotransit.com

Address: 119 Henderson Court, Delaware, OH 43015

Attention: Andy Volenik

Executive Director

22. Contacts.

(a) Licensor's contact for the Event shall be: Lisa Ferraro 740-201-8849

(b) Licensee's contact for the Event shall be: Andy Volenik.

23. Assignment.

This Agreement may not be assigned by Licensee without the prior written consent of Licensor.

24. Governing Law.

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Ohio, without regard to conflicts of laws principles.

25. Counterparts.

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

26. Severability.

If any one or more parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

27. Headings.

The headings for each section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

28. Entire Agreement. **SEE DCT/COUNTYADDENDUM**

This Agreement constitutes the entire agreement between Licensor and Licensee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement.

29. Time of the Essence.

Time shall be of the essence of each provision of this Agreement in which time is a factor.

30. Photography

(a) It is important to Licensor that Licensee and its guests have an enjoyable and successful event. Should Licensor and/or the Building and Common Area be included in the promotion or co-production of the Event, it is necessary that Licensor see and approve all marketing messages and communications that Licensee plans to issue. The Dempsey Event Center is a promotional name - please do not shorten or abbreviate it.

(b) Licensor shall have the right to take photographs and videos at the Event for marketing purposes. All rights to and use of photographs and videos taken by Licensor belong to Licensor. Licensee also has the right to take photographs and videos of the Event. Any commercial use of the likeness of Licensor's buildings and grounds is prohibited without express written consent of Licensor.

(c) No nude or "boudoir" photography or videos are permitted anywhere on site.

(d) Licensor is happy to provide professionally created images of the venue and Licensor's logo for promotional materials.

(e) Photographer may not move any items including furniture, mirrors unless approved be venue manager. Photographer may not hang clothing or any other drapery, on or from mirrors, chandeliers, banisters or anywhere else in the mansion, sanctuary or other areas of the property. Failure to comply will result in forfeiture of a portion of Security Deposit deemed appropriate.

[SIGNATURE PAGE FOLLOWS]

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

LICENSOR:

ECH PATHWAYS, LLC, an Ohio limited Liability company

By:_____

Name: **Lisa Y. Ferraro**

Title: General Manager/Sales and Events Director

LICENSEE:

DELAWARE COUNTY TRANSIT BOARD

By:_____

Name: Andy Volenik

Title: Executive Director

Authorizing Resolution: _____

ADDENDUM A

PART 1: ADULT ACTIVITIES OR FUNCTIONS

1. LICENSOR DOES NOT OWN, MANAGE OR POSSESS ANY TYPE OF LIQUOR PERMIT OPERATED UNDER OR AUTHORIZED BY LAWS OF THE STATE OF OHIO.

2. An Activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity but shall not serve or permit the consumption of alcohol in any manner or form without first obtaining a special use liquor permit if required without Licensee obtaining any and/all required permits, if necessary.

3. An Activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity shall not serve or permit the consumption, ingestion, or smoking, snorting or injection of an illegal substance on Event Space grounds at the time of or during the period of the term. Tobacco products may be consumed by persons over the age of 18 years only in approved and designated or approved areas.

4. Depending on the use and number of participants or guests, Licensor may request that Licensee provide the services of an off-duty police officer to supervise and control the activity for which the space is licensed. Licensee shall make all arrangements for such coverage and shall pay for such services independent of the Agreement**.**

PART 2: ACTIVITIES INVOLVING MINORS

1. LICENSOR DOES NOT OWN, MANAGE OR POSSESS ANY TYPE OF LIQUOR PERMIT OPERATED UNDER OR AUTHORIZED BY THE LAWS OF THE STATE OF OHIO.

2. An activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity shall not serve or permit the consumption of alcohol in any manner or form by any person under the age of 21 years of age or persons supervising such activity.

3. An activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity shall not serve or permit the consumption, ingestion or smoking, snorting or injection of an illegal substance or smoking of tobacco products on Event Space grounds and Common Areas at the time of or during the period of the term. Adults supervising such activity may use tobacco products only in designated and approved areas of the property.

4. No consumption or ingestion, smoking, snorting or injection of an illegal substance or tobacco products shall be permitted in a motor vehicle parked on the premises during any time.

5. Depending on the use and number of participants or guests, Licensor may request that Licensee provide the services of an off-duty police officer to supervise and control the activity for which the space is licensed. Licensee shall make all arrangements and shall pay for such services independent of the Agreement.

PART 3: <u>MIXED ACTIVITY</u>

1. LICENSOR DOES NOT OWN, MANAGE OR POSSESS ANY TYPE OF LIQUOR PERMIT OPERATED UNDER OR AUTHORIZED BY THE LAWS OF THE STATE OF OHIO.

2. An activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity shall not serve or permit the consumption of alcohol in any manner or form without first obtaining a special use liquor permit if required. If liquor is provided by the Licensee to its guests at no charge, the alcohol may be consumed if permitted under the laws of the State of Ohio. Licensee shall bear all responsibility to ensure that no alcohol is consumed by anyone under the age of 21 years.

3. An activity for which the Event Space or part of the Event Space may be licensed for an approved lawful function or related activity shall not serve or permit the consumption, ingestion, or smoking, snorting or injection of an illegal substance on Event Space and Common Areas at the time of or during the period of the term. Tobacco products may be consumed by persons over the age of 18 only in approved and/or designated areas.

4. Depending on the use and number of participants or guests, Licensor may request that Licensee provide the services of an off-duty police officer to supervise and control the activity for which the space is licensed. Licensee shall make all arrangements for such services and shall pay for such services independent of the Agreement.

FIRST ADDENDUM TO THE DEMPSEY EVENT CENTER EVENT SPACE LICENSE AGREEMENT

This First Addendum to the Event Space License Agreement for the Dempsey Event Center ("Agreement") is entered into this 15 day of May, 2024 by and between ECH Pathways, LLC, (hereinafter "Contractor"), whose principal place of business is located at 123 Hyatts Road, Delaware, Ohio 43015, and the Delaware County Transit Board (hereinafter "Board") whose principal place of business is located at 119 Henderson Court, Delaware, Ohio 43015 (Contractor, and Board individually "Party" and collectively "Parties").

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the above-named Parties agree to the following additions and amendments to the Agreement:

A) Provisions Amended:

#5. Site Decoration – The following language is hereby deleted: "If the cost of repairing such damage exceeds he amount of the Security Deposit, Licensee shall indemnify Licensor for the excess cost pursuant to Section 15 below."

#15. Indemnification – As a public entity, the Board is prohibited from agreeing to such a provision; therefore, this provision (Section #15) is hereby deleted in its entirety.

#28. Entire Agreement – Section #28 (Entire Agreement) is hereby replaced with the following: "This Agreement and First Addendum constitute the entire agreement between Licensor/Contractor and Licensee/Board, and supersede any prior understanding or representation of any kind preceding the date of this Agreement and First Addendum. There are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Agreement and First Addendum."

B) Provisions Added:

Maximum Payment. Contractor agrees to accept as full payment for the services/deliverables provided pursuant to this Agreement and First Addendum the lesser of the following: (1) The maximum amount of Two Thousand Dollars ($2,000.00) or (2) the amount of the fee payment [One Thousand Two Hundred Fifty Dollars ($1,250.00)] and, if applicable, any security/damage expenses up to the amount of the Security Deposit ($750.00). It is expressly understood and agreed that in no event shall the total amount to be paid to Contractor for the services/deliverables provided pursuant to this Agreement exceed the maximum of Two Thousand Dollars ($2,000.00).

Findings for Recovery. By signature of its authorized representative below, Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

_____
Contractor

Certification Regarding Personal Property Taxes. Contractor, by signature of its authorized representative below, hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

_____
Contractor

Taxes. The Board is a political subdivision and tax exempt. Contractor shall not charge the Board any tax and agrees to be responsible for all tax liability that accrues as a result of this Agreement and the Services that Contractor provides to the Board pursuant to this Agreement. The Board shall, upon request, provide Contractor with proof of exemption.

Federal Terms and Conditions. This Agreement is funded, in whole or in part, by Federal assistance and is subject to the Federal Terms and Conditions attached hereto and incorporated herein as Attachment A.

Drafting. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

Counterparts. This Agreement may be executed in counterparts.

Signatures. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

Competitive Bidding Not Required. Consistent with R.C. § 307.86 this Agreement is not required to be competitively bid.

Terms of Agreement Unchanged. All terms and conditions of the Agreement not changed by this Addendum remain the same, unchanged, and in full force and effect.

Conflicts. In the event of a conflict between the terms of the Agreement and this Addendum (other than the Federal Terms and Conditions), the terms and conditions of

this Addendum shall prevail. The Federal Terms and Conditions shall be given precedence when resolving any conflict or inconsistency in this Agreement.

ECH PATHWAYS, LLC

_____ _____
Signature Date

_____
Printed Name

_____
Title

Address: _____

_____

_____

THE DELAWARE COUNTY TRANSIT BOARD

_____ _____
Andy Volenik Date
Executive Director
119 Henderson Court
Delaware, Ohio 43015

Approved as to form:

_____ _____
Melissa A. Schiffel (0081254) Date
Delaware County Prosecutor

FISCAL OFFICER'S CERTIFICATION (R.C. 5705.41(D)):

The Board's Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Contract have been lawfully appropriated for such purpose and are in the Board's treasury or in the process of collection, free from any other encumbrances. The Board's Fiscal Officer also certifies that he/she has confirmed with the Ohio Auditor of State that ECH Pathways, LLC has no unresolved findings for recovery pending or issued against it by the State of Ohio.

_____
Fiscal Officer

ATTACHMENT A

FEDERAL CLAUSES AND REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

1. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

2. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

3. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract in accordance with 2 CFR § 200.337.

4. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in

Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity
The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C.
§ 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTAmay issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4.Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limitedto:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. §26.53(f) (1).

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.§ 6201).

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

FLY AMERICA

a) Definitions. As used in this clause—
1) “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencys, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign- flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e) Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of

1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

    1. Procure or obtain;

    2. Extend or renew a contract to procure or obtain;or

    3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

        i. For the purpose of public saftey, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company(or any subsidiary or affiliate of such entities).

        ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

        iii. Telecommunications or video surveillance equipment or services procuced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232,section 889 for additional in formation.

d. See also § 200.471.

PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use
The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving
The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or subagreements thereunder.

Fourth Amendment
To
Contract for the Purchase of
Transportation Services
Between
Delaware County Board of County Commissioners
And
Delaware County Transit Board

This Fourth Amendment of the Contract For The Provision of Transportation Services is entered into this _____ day of _____, 2024 by and between the Delaware County, Ohio Board of County Commissioners (hereinafter "Board"), whose address is 91 North Sandusky Street, Delaware, Ohio 43015, the Delaware County, Ohio Department of Job and Family Services, a Title IV-E Agency, (hereinafter "Agency") whose address is 145 North Union Street, 2nd Floor, Delaware, Ohio 43015, and Delaware County Transit Board (hereinafter "Provider") whose address is 119 Henderson Court, Delaware, Ohio 43015 (hereinafter collectively the "Parties.).

WHEREAS the Parties entered into the Contract for Transportation Services on July 1, 2022.

WHEREAS the parties agree to the addition of certain provisions to the Contract (collectively, "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Contract to add the following Provisions:

   A. The contract service period shall be extended through June 30, 2025.

   B. The contract maximum for the service period July 1, 2024 through June 30, 2025 shall be $250,000.

2. Signatures

   Any person executing this Fourth Amendment in a representative capacity hereby warrants that he/she has authority to sign this Fourth Amendment or has been duly authorized by his/her principal to execute this Fourth Amendment on such principal's behalf.

3. Conflicts

   In the event of a conflict between the terms of the Contract, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, the terms of this Fourth Amendment shall prevail.

4. Terms of Agreement Unchanged

   All terms and conditions of the Contract and First Amendment not changed by this Second Amendment remain the same, unchanged, and in full force and effect.

Delaware County Department of Job and Family Services (Agency)

Robert A. Anderson, Director — Date: 5.30.24

Delaware County Transit Board (Provider)

Andy Volenik, Executive Director — Date: 5/30/24

Delaware County Board of County Commissioners (Board)

Gary Merrell, Commissioner, Board President — Date

Barb Lewis, Commissioner, Board Vice-President — Date

Jeff Benton, Commissioner — Date

APPROVED AS TO FORM

Melissa A. Schiffel MAS

Melissa A. Schiffel
Delaware County Prosecutor

5-30-2024
Date

AUDITOR'S CERTIFICATION (RC 5705.41(D)):

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that Delaware County Transit Board has no outstanding findings for recovery issued or pending against it by the State of Ohio.

George Kaitsa

George Kaitsa
Delaware County Auditor

Requisition #: R2403253

Contract # 2024-0395

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **DELAWARE COUNTY TRANSIT BOARD**
Date: **5/22/2024 1:37:31 PM**

This search produced the following list of **7** possible matches:

Name/Organization	Address
Adelman, Melodie	153 North Street, P.O. Box 172
Adelman, Melodie	153 North St., PO Box 172
Adelman, Melodie	153 North Street, PO Box 172
Delman, Brent	3694 Glencarin Road
Delman, Brent	3694 Glencarin Road
Total Deliverance Ministries	105 Spears Court
Weindel, Patricia	14093 Chardon Windsor Road

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Transportation Service Rates

Rates quoted should be for each one-way trip.
Rates quoted should be for one (1) passenger. Additional passengers quoted on separate line items.
Rates quoted should include appropriate units ($, $/mile, $/minute, $/hour, etc.)

Cost Description	Both Origination & Destination Within the City of Delaware	Both Origination & Destination Within Delaware County	Origination or Destination Within the State of Ohio but Outside of Delaware County
Minimum Fixed Trip Charge	Flat Rate – See Below	Flat Rate – See Below	Flat Rate – See Below
One Way Trip (Primary Passenger)	Flat Rate – See Below	Flat Rate – See Below	Flat Rate – See Below
Charge for First Additional Passenger	No Charge	No Charge	No Charge
Charge for Second Additional Passenger	No Charge	No Charge	No Charge
Charge for Three or More Additional Passengers	Billed as an additional trip	Billed as an additional trip	Billed as an additional trip
Wait Time Charges	No Charge	No Charge	No Charge
"No-Show" Charges	Included in Flat Rate	Included in Flat Rate	Included in Flat Rate
Cancellation Charges	Included in Flat Rate	Included in Flat Rate	Included in Flat Rate
Special Needs Charges	No Charge	No Charge	No Charge
Flat Rate – 0-5 Miles	$17.00	$17.00	$17.00
Per Mile over 5 Miles in additional to Fixed Trip Charge	$4.15	$4.15	$4.15
Administrative Charge Per Trip	$4.00	$4.00	$4.00
Charge for No-Show per occurrence	$25.00	$25.00	$25.00
Charge for Cancellation per occurrence	$25.00	$25.00	$25.00

- Individual Passenger Trip Contracts
  - $17.00 Flat Rate Trip Fee for all scheduled trips which have been reserved and drivers assigned. For this purpose, "TRIP" is a one-way reserved and scheduled trip request.
  - Trips 0-5 miles will be billed for just the Flat Trip Fee.
  - Trips over 5 miles will be charged $4.15 per mile for each mile over 5 miles in addition to the Flat Trip Fee.
  - No-Show and Cancellation rates will be charged $25.00 per occurrence. The return trip is automatically cancelled.
  - A $4.00 administrative fee will be charged per one way trip.

DELAWARE COUNTY TRANSIT

PERSONNEL POLICY MANUAL

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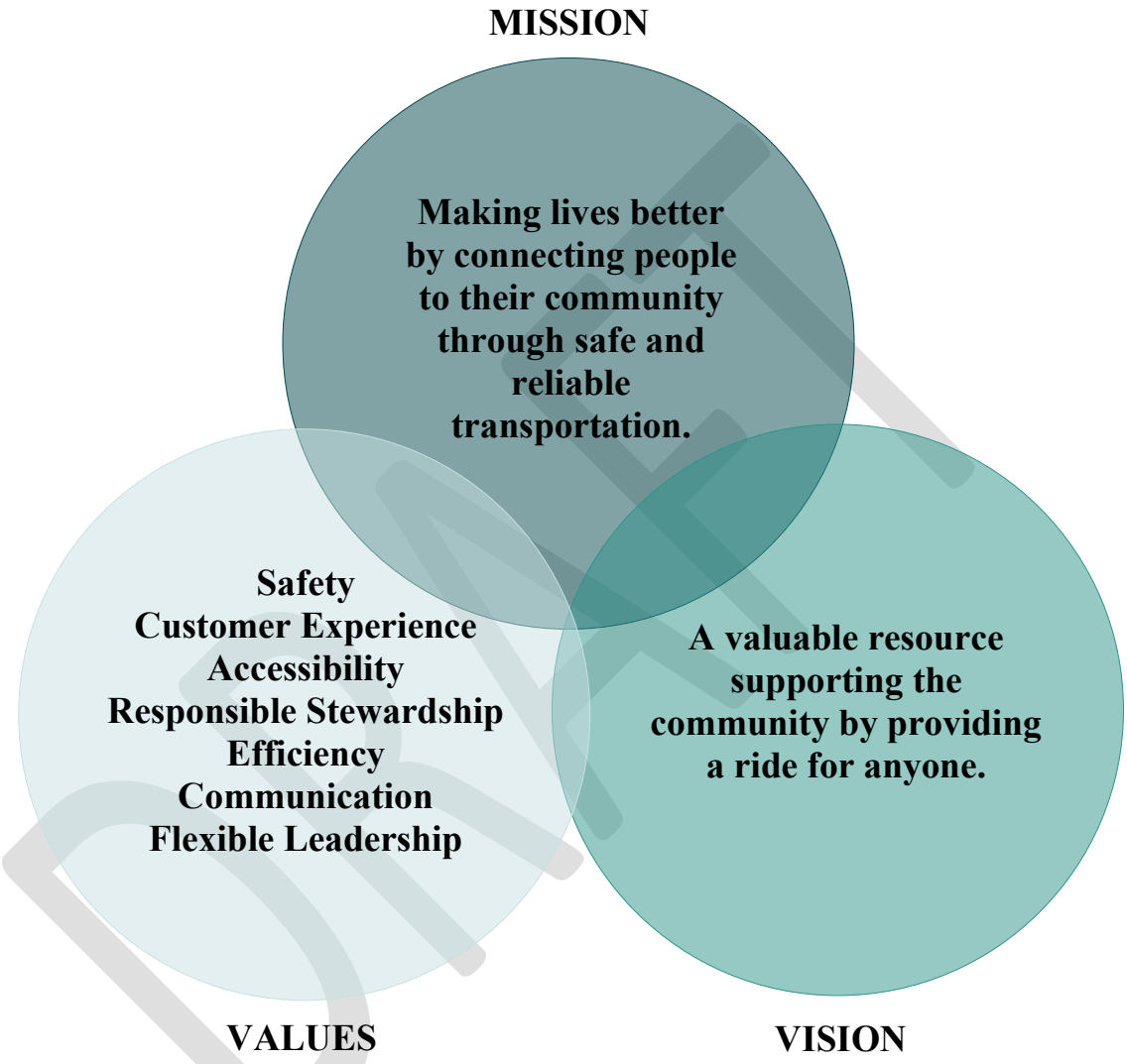
2024


MISSION
Making lives better by connecting people to their community through safe and reliable transportation.
Safety
Customer Experience
Accessibility
Responsible Stewardship
Efficiency
Communication
Flexible Leadership
A valuable resource supporting the community by providing a ride for anyone.
VALUES
VISION

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I. INTRODUCTION, APPLICABILITY AND ADMINISTRATION

The Delaware County Transit Board (DCTB) is the governing body of the Delaware County's Public Transit System established by the Delaware County Commissioners under the authority of Ohio Revised Code (ORC) section 306.01 and 306.02. Delaware County Transit is the common name given to the public transit system. As used in this handbook, the employee will be referred to as an employee of DCT.

The provisions of the Delaware County Transit Policy Manual are applicable to all employees, except as specifically provided herein. This manual's purpose is to provide a systematic and organized approach to the establishment, implementation, and administration of the personnel policies and practices relevant to all affected employees. This manual is not a contract of employment or a guarantee of any rights or benefits but is merely intended to be used to assist and guide employees in the day-to-day direction and performance of their duties. Any promises or statements made by any individual that conflicts with this manual is unauthorized, expressly disallowed, and should not be relied upon. Any questions relating to the purpose, goals, and/or interpretation of these policies should be directed to the Appointing Authority or Designee.

The policies adopted in this manual supersede all previous written and unwritten personnel policies or operational guidelines that directly conflict with this manual. All previous written personnel policies or operational guidelines that do not conflict with this manual shall continue in full force and effect. This manual is also intended to be construed in such a manner as to comply with all applicable federal, state, and civil service laws and regulations. Employees are responsible, as a condition of their employment, to familiarize themselves with, and abide by, these policies and procedures.

Delaware County Transit will endeavor to give employees advance notice of any manual changes. However, DCT may revise these policies with or without advance notice. Notice of revisions shall be provided to all employees. Employees are encouraged to make suggestions for improvements in personnel policies and practices to the Appointing Authority or Designee.

If any article or section of this manual is held to be invalid by operation of law, the remainder of this manual and amendments thereto shall remain in force and effect. Should a conflict arise between the Ohio Revised Code (O.R.C.) or applicable federal law and this manual, law shall prevail.

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II. CLASSIFICATION STATUS

The classified service shall comprise all DCT employees not specifically included in the unclassified service. Following completion of the probationary period, no classified employees shall be reduced in pay or position, fined, suspended or removed, or have their longevity reduced or eliminated, except and for those reasons of just cause set forth in the civil service laws of the State of Ohio. Such reasons include: incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of DCT, any other failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance in office, or conviction of a felony.

Unclassified employees serve at the pleasure of the Executive Director or the Delaware County Transit Board and may be terminated or otherwise separated from employment for any reason not inconsistent with law. An unclassified employee may not be rendered classified due to the provisions of this Manual.

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III. MANAGEMENT RESPONSIBILITIES

The DCTB of Directors, also known as the Delaware County Transit Board, and hereafter referred to in this handbook as DCTB, are bound by law to exercise their authority in accordance with existing laws and rules of the United States and the State of Ohio.

DCTB reserves all rights which are authorized under the Ohio Revised Code specifically including, but not limited to, the following:

1. The right to manage its business;

2. The right to determine the methods and means by which its operations are to be performed; and

3. To direct the workforce to conduct its operations in a safe and effective manner.

It is the policy of Management that all provisions of operations of DCT will be applied to all employees following its respective responsibilities under DCTB policy, Federal and State Civil Rights Laws, and Fair Employment Practice Acts.

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IV. PROFESSIONAL CONDUCT

Employees are expected to maintain a satisfactory and harmonious relationship with fellow employees and the public to sustain normal and effective operations. Therefore, DCT requires that all employees maintain high standards in interpersonal relationships with internal and external customers. Interpersonal skills include, but are not limited to, professional, positive and effective communication, active and efficient listening skills, positive attitudes and professional demeanor.

DCT also believes that all employees should be able to work in an environment free of threatening speech or actions. Threatening behavior consisting of any words or actions that intimidate a staff member or cause anxiety concerning their physical well-being is strictly prohibited. Anyone who is found to have threatened a member of the staff or the public will be subject to discipline up to and including termination following applicable policies.

In order to maintain the integrity of DCT, and the confidence that the public has in it, and to provide an orderly, positive, and productive workplace, it is essential that employees of DCT observe a professional standard of conduct following all applicable policies set forth in the DCT Personnel Policy Manual and the established Standard Operating Procedures. Such a higher standard of conduct will benefit and protect both DCT and the employee, as well as provide the highest standard of service to the citizens for whom we are employed.

In pursuit of providing the highest quality standard of service to the customers, employees are expected to perform their duties within the policies, procedures and directives of management. Employees are expected to be efficient and to utilize their hours at work to conduct the public work. Employees are subject to disciplinary action for inefficiency and loss of production if personal issues interfere with productivity.

Employees must also professionally provide services to the public. Conduct that is abusive, discourteous, neglectful, purposefully performed incorrectly and against policy or standard procedure, or not performed when required will not be tolerated. Further, speech that is disparaging of DCT, its officers, management or employees and not constitutionally protected shall not be tolerated. To be constitutionally protected, speech must:

a) Address a matter of public concern, and

b) Outweigh any governmental interests.

Speech that is purely job related or of purely personal interest is not a matter of public concern.

An employee's conduct or misconduct while not on duty that brings discredit to DCT, interferes with DCT's ability to provide services to the public, or violates any policy, procedure, or agreement of DCT will not be tolerated.

An employee who is arrested for any criminal offense, including, but not limited to, any crime that constitutes a misdemeanor or felony and any arrest or charge of operating a motor vehicle while under the influence of drugs and / or alcohol must report that arrest immediately to their supervisor or department director. DCT will carefully consider the impact that the arrest or criminal charge makes on its operations and consider any applicable employment decisions based on that impact.

Any employee found to be in violation of this Section shall be subject to possible disciplinary action up to and including removal and/or criminal prosecution.

Any employee who has a question as to whether or not their actions or activities are in violation of this Section should review the DCT Personnel Policy Manual, and Ohio Ethics Policy and/or direct such inquiry to the Appointing Authority or Designee.

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V. EQUAL EMPLOYMENT OPPORTUNITY

DCT is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, military status, genetic testing, or other unlawful bias except when such a factor constitutes a bona fide occupational qualification ("BFOQ"). All personnel decisions and practices including, but not limited to, hiring, suspensions, terminations, layoffs, demotions, promotions, transfers, and evaluations, shall be made without regard to the above listed categories. DCT intends for all of its policies to comply with federal and state equal employment opportunity principles and other related laws.

DCT condemns and will not tolerate any conduct that intimidates, harasses, or otherwise discriminates against any employee or applicant for employment on the grounds listed above. Anyone who feels that their rights have been violated under this policy should submit a written complaint of discrimination to the Executive Director.

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VI. AMERICANS WITH DISABILITIES ACT

DCT prohibits discrimination in hiring, promotions, transfers, or any other benefit or privilege of employment, of any qualified individual with a permanent disability. To be considered a qualified individual, the employee must satisfy the requisite skills, experience, education and other job-related requirements of the position the employee holds or desires and must be able to perform the essential functions of their position, with or without a reasonable accommodation.

DCT will provide reasonable accommodation to a qualified applicant or employee with a disability unless the accommodation would pose an undue hardship on or direct threat to the facility. Decisions as to whether an accommodation is necessary and/or reasonable shall be made on a case-by-case basis. An employee who wishes to request an accommodation shall direct such request to the department supervisor, each of whom shall have the authority and responsibility to work directly with the department's Appointing Authority or Designee to investigate and take appropriate action concerning the complaint. Requests for accommodation should be in writing to avoid confusion; however, verbal requests will be considered. The employer and employee will meet and discuss whether an accommodation is appropriate and, if applicable, the type of accommodation to be given.

Any employee who feels that their rights have been violated under this policy should submit a written complaint as set forth in the Unlawful Discrimination and Harassment Policy.

Service Animals

Individuals may have the right to bring service animals into a public building. Service animals are those animals that are individually trained to do work or perform tasks for people with disabilities. Questions concerning a service animal should be presented to the department's Appointing Authority or Designee.

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VII. UNLAWFUL DISCRIMINATION AND HARASSMENT

A. Policy

DCT is committed to providing a facility that is safe and free from unlawful discrimination and harassment. Unlawful discrimination or harassment is behavior directed toward an employee because of their membership in a protected class such as: race, color, religion, sex, national origin, age, ancestry, disability, genetic information, or military status. Unlawful discrimination and harassment is inappropriate and illegal and will not be tolerated. All forms of unlawful discrimination and harassment are governed by this policy and must be reported and addressed in accordance with this policy.

B. Definitions

Unlawful discrimination occurs when individuals are treated less favorably in their employment because of their membership in a protected classification. An employer may not discriminate against an individual with respect to the terms and conditions of employment, such as promotions, raises, and other job opportunities, based upon that individual's membership in that protected class.

Harassment is a form of discrimination. Harassment may be generally defined as unwelcome conduct based upon a protected classification. Harassment becomes unlawful where:

1. Enduring the offensive conduct becomes a condition of continued employment.
2. The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

C. Examples

Sexual harassment is one type of unlawful harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment on the basis of an employee's membership in any protected classification is unlawful, will not be tolerated, and must be reported so DCT may investigate and take appropriate action. Unlawful discrimination and harassment does not generally encompass conduct of a socially acceptable nature. However, some conduct that is appropriate in a social setting may be inappropriate in the work place. A victim's perceived acquiescence in the behavior does not negate the existence of unlawful discrimination or harassment. Inappropriate conduct that an employee perceives as being "welcome" by another employee may still form the basis of a legitimate complaint.

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D. Off Duty Conduct

Unlawful discrimination or harassment that affects an individual's employment may extend beyond the confines of the workplace. Employee conduct that occurs off duty and off premises may also be subject to this policy.

E. Workplace Romances

To avoid concerns of sexual harassment, preferential treatment and other inappropriate behavior, employees are required to inform the Appointing Authority or Designee if they currently are, or if they intend to become, romantically involved with a co-worker. Such relationships are not necessarily prohibited, but must be appropriately addressed. Should DCT determine that a conflict exists between an employee's employment and a personal relationship with a co-worker, DCT will attempt to work with the employees to resolve the conflict. Should operational needs prevent resolution, the relationship must cease or one or both of the parties must separate from employment. Supervisors are expressly prohibited from engaging in romantic or sexual relationships with any employee they directly, or indirectly, supervise.

Disclosure Form (link)

F. Complaint Procedure

Employees who feel they have been subject to unlawful discrimination or harassment by a fellow employee, supervisor, or other individual otherwise affiliated with DCT, as outlined in paragraph J below, shall immediately report the conduct, in writing, to the Appointing Authority or Designee to investigate and take appropriate action concerning the complaint. Similarly, employees who feel they have knowledge of discrimination or harassment, or who have questions or concerns regarding discrimination or harassment, shall immediately contact the Appointing Authority or Designee. Late reporting of complaints and verbal reporting of complaints will not preclude DCT from taking action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to submit complaints in writing and in an expedient manner following the harassing or offensive incident. All supervisors are required to follow up on all claims or concerns, whether written or verbal, regarding unlawful discrimination and harassment.

Although employees may confront the alleged harasser at their discretion, they are also required to submit a written report of any incidents as set forth above. When DCT is notified of the alleged harassment, it will timely investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality is not guaranteed. All employees are required to cooperate in any investigation. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

G. Retaliation

Anti-discrimination laws prohibit retaliatory conduct against individuals who file a discrimination charge, testify, or participate in any way in an investigation, proceeding,

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or lawsuit under these laws, or who oppose employment practices that they reasonably believe discriminate against protected individuals, in violation of these laws. The law also prevents retaliatory conduct against individuals who are close personal friends or family members with an individual who engaged in protected conduct. DCT and its supervisors and employees shall not in any way retaliate against an individual for filing a complaint, reporting harassment, participating in an investigation, or engaging in any other protected activity. Any employee who feels they have been subjected to retaliatory conduct as a result of actions taken under this policy, or as a result of their relationship with someone who took action under this policy shall report the conduct to the Appointing Authority or Designee. Disciplinary action for filing a false complaint is not a retaliatory act.

H. False Complaints

Legitimate complaints made in good faith are strongly encouraged; however, false complaints or complaints made in bad faith will not be tolerated. Failure to prove unlawful discrimination or harassment will not constitute a false complaint without further evidence of bad faith. False complaints or dishonest statements in a complaint or in an investigation of a complaint are considered to be a violation of this policy.

I. Corrective Action

If DCT determines unlawful discrimination, harassment, or retaliation has taken place, appropriate corrective action will be taken, up to and including termination. The corrective action will be designed to stop the unlawful conduct and prevent its reoccurrence. If appropriate, law enforcement agencies or other licensing bodies will be notified. Any individual exhibiting retaliatory or harassing behavior towards an employee who exercised a right under this policy, or who is a close personal friend or family member of someone who exercised a right under this policy, will be subject to discipline, as will any employee who has knowledge of unlawful conduct and allows that conduct to go unaddressed.

J. Coverage

This policy covers all employees, supervisors, department heads and elected officials. Additionally, this policy covers all suppliers, subcontractors, residents, visitors, clients, volunteers, and any other individual who enters DCT property, conducts business on DCT property, or who is served by DCT personnel.

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VIII. MEDICAL EXAMINATIONS AND DISABILITY SEPARATION

A. DCT may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the essential functions of their job, with or without reasonable accommodation. This examination shall be at DCT's expense. If the employee disagrees with DCT's licensed medical practitioner's determination, the employee may request to be examined by a second licensed medical practitioner of the employee's choice at the employee's own expense. If the reports of the two practitioners conflict, a third opinion shall be rendered by a neutral party chosen by DCT and paid for by DCT. The third opinion shall be controlling.

B. If an employee, after examination, is found to be unable to perform the essential functions of their position with or without reasonable accommodation, the employee may request use of accumulated**,** unused, paid and unpaid leave benefits, if applicable.

If a classified employee remains unable to perform the essential functions of their position after exhausting available leaves, they may request a voluntary disability separation. If, after exhausting available leave, an employee refuses to request a voluntary disability separation, an Appointing Authority or Designee may place the employee on an involuntary disability separation if the Appointing Authority or Designee has substantial credible medical evidence to indicate that the employee remains disabled and incapable of performing the essential job duties. Such involuntary disability separation must be done in accordance with Ohio Administrative Code (O.A.C.) Chapter 123:1-30.

C. An employee's refusal to submit to an examination, to release the findings of an examination, or to otherwise cooperate in the examination process will be considered insubordination.

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IX. DRUG AND ALCOHOL POLICY

A. Drug-Free Workplace.

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his/her job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. DCT will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. DCT may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

DCT maintains a drug and alcohol free workplace[1] in order to eliminate the inherent risks and liability to DCT, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting DCT business. Also prohibited is the use of legal substances including CBD oils (or like products) resulting in a positive test.

In order to further DCT's objective of maintaining a safe, healthful, and drug-free workplace, DCT may require an employee to submit to a urine and/or blood test if there is reasonable suspicion as explained in Section C, paragraph 2, below, to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy**.**

[1] As set forth in detail in paragraph B.8. below medical or recreational marijuana (also referred to as cannabis) use as authorized by state law is not exempted from DCT's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use for medical purposes.

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B. Drug Policy.

1. Controlled Substance: Means any controlled substance contained in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. § 812; or as defined in § 3719.01 O.R.C.).

2. Conviction: Means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

3. Criminal Drug Statute: Means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance. For purposes of this policy all definitions will be consonant with O.R.C. § 3719.01 *et seq.*

4. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline.

5. Any employee arrested or convicted of any Federal or State criminal drug statute must notify the employer of that fact immediately, but in no event longer than five (5) calendar days, of the arrest or conviction.

6. Any employee who reports for duty in an altered or impaired condition which is the result of the use of controlled substances and/or alcohol will be subject to disciplinary action up to and including removal.

7. Any employee arrested or convicted of a drug or alcohol offense, who fails to timely report the arrest or conviction, may be terminated from employment and/or held civilly liable for any damage caused, including a loss of state or federal funds, resulting from the misconduct.

8. DCT has a zero tolerance policy for employees who are under the influence of drugs or alcohol while at work. Employees who are using medical or recreational marijuana as authorized by Ohio law are not exempt from this policy in any way. The use of marijuana in any form for any purpose, authorized for medicinal purposes or unauthorized, will be treated the same as the use of all other Schedule I controlled substances, illegal drugs, or the abuse of legal drugs. Employees using Schedule I controlled substances or illegal drugs, including medical or recreational marijuana authorized by and in accordance with Ohio law and CBD oil (or like products) resulting in a positive drug test, are still subject to all provisions of this policy and may be subject to discipline including termination for such use.

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X. TOBACCO USE POLICY

In order to promote a healthy and comfortable work environment DCT employees are prohibited from using tobacco throughout DCT owned buildings. This includes, but is not limited to: buildings; offices; restrooms; hallways; common work areas; garages; shelters; DCT vehicles; conference rooms; stairs; cafeterias/break rooms; storage areas; and all other undesignated DCT property or offsite locations. Designated smoking locations are provided outside DCT buildings where smoking receptacles are provided. The receptacles must be far enough away from building entrances to prevent the smell of smoke from traveling into the building.

For the purpose of this policy tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking tobacco. It also includes any product that delivers nicotine other than for purpose of cessation.

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XI. LACTATION BREAKS

Employees who have recently given birth will be allowed a reasonable break time in order to nurse or express breast milk, for up to one year after the child's birth. The employee will be provided appropriate space, other than a bathroom, that is shielded from view and free from intrusion from other employees, teleworking video systems, and members of the public. Lactation breaks under this policy should, to the extent possible, run concurrently with any other break time available to the employee. Employees who request reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions will be provided accommodations that do not cause undue hardship to the employer.

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XII. JOB ASSIGNMENTS / TEMPORARY ASSIGNMENTS

Employees shall be expected to fully, dutifully, and conscientiously perform those tasks as assigned to them. Employees may be expected, from time to time, to complete job assignments which are typically not performed by them or contained in their job description. No employee can refuse a job assignment unless it would violate law or place the employee in an imminently harmful or life-threatening situation. If an employee objects to an assignment, they should complete the assignment first and then file a complaint under this manual.

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XIII. PERFORMANCE EVALUATIONS

DCT may complete annual performance evaluations. Evaluations may be conducted more frequently such as on quarterly or mid-year basis as determined necessary by the departmental director or Appointing Authority. Evaluations, if conducted, will be based upon defined and specific criteria and will generally be reviewed and signed by the employee's direct supervisor, and those superiors in the direct chain-of-command. The results will be discussed with the employee and the employee will be asked to sign the evaluation. An employee's signature will reflect their receipt of the evaluation, not their agreement with its contents. Should the employee refuse to sign, a notation will be made reflecting the date and time of the review along with the employee's refusal to sign. Employees may offer a written response to their performance evaluation. Such response, if given, will be maintained with the evaluation.

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XIV. HOURS OF WORK AND OVERTIME

DCT will establish the hours of work for all employees. Staff may be required to work days, evenings, nights and/or weekends due to operational needs. Additionally, DCT may alter schedules, days off and shifts based upon operational needs. Unless prohibited due to operational needs, DCT will meet in advance with employees and give at least two weeks advance notice for significant shift and schedule changes.

Due to federal regulations, employees who are not exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") are prohibited from signing in or beginning work before their scheduled starting time, or signing out/stopping work past their scheduled quitting time except with supervisory approval or in emergency situations. Additionally, non-exempt employees who receive an unpaid lunch period are prohibited from working during their lunch period except with supervisory approval or in emergency situations. Non-exempt employees who work outside their regularly scheduled hours in contravention of this rule shall be paid for all hours actually worked, but may be disciplined accordingly.

Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, working overtime without approval, or allowing a time record to be altered by others will result in disciplinary action.

Generally, employees not exempt from the overtime provisions of the FLSA shall be compensated for overtime for all hours actually worked in excess of forty in any one work week, regardless of the employee's regularly scheduled work day. Sick leave and unpaid leaves shall not be considered hours worked for purposes of overtime compensation. Overtime shall be compensated at a rate of one and one-half times the employee's regular rate of pay for actual overtime worked.

DCT may mandate overtime as a condition of continued employment. Supervisors shall attempt to distribute overtime as equally as practicable among qualified employees within those classifications in which overtime is required. An employee who refuses to work a mandatory overtime assignment may be considered insubordinate and disciplined accordingly. Additionally, DCT may authorize or require employees to work a flexible schedule in a work week. For overtime eligible employees, a flexible schedule must occur within a single forty-hour work week.

A. Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA are not eligible for overtime payment. The appropriate Appointing Authority shall determine if an employee is exempt from overtime requirements for purposes of the FLSA. Such exemptions may include employees whose job duties are executive, administrative or professional in nature. At the discretion of the Appointing Authority, exempt employees may be required to keep track of, and report, their hours without destroying their exempt status.

B. Compensatory Time – Non-Exempt Employees Only

Non-exempt employees: At the discretion of the Appointing Authority, certain non-exempt employees may be permitted to take compensatory time-off in lieu of overtime payment.

Compensatory time, like overtime, shall accrue at a rate of at one and one-half times the hours actually worked and, for non-safety forces, applies only to hours actually worked in excess of forty (40) in any one work week. Compensatory time must be used within one hundred eighty (180) days of its accrual. Compensatory time will be used on a first-in, first-out basis. Compensatory time not used within the requisite time period will be paid out.

Non-safety force employees may not exceed the maximum accrual cap of two hundred forty (240) hours. Safety forces employees may not exceed the maximum accrual cap of four hundred eighty (480) hours.

The Appointing Authority may, at its sole discretion, require an employee to use his compensatory time prior to the employee reaching the one hundred eighty (180) day accrual limit. Additionally, the Appointing Authority may choose to pay out an employee's compensatory time. If an employee's compensatory time is paid out, the employee shall receive payment at the employee's regular rate of pay at the time of payment.

C. Earned Time-Off – Overtime Exempt Employees

Employees who are exempt from the overtime provisions of the FLSA shall not receive compensatory time. However, if approved by the Appointing Authority, a bona fide administrative or professional employee may receive earned time off. Earned time off shall not be approved for a bona fide executive employee or a highly-compensated employee as defined by applicable federal regulations, regardless of whether the highly-compensated employee performs the duties or responsibilities of an executive, administrative or professional employee. Earned time off may not be given on a time and one half basis, but may be given as an hour for hour trade for hours worked on a particular project. Earned time off shall not be paid out and shall either be used or lost. The use of earned time off will be subject to approval based on operational needs.

D. Improper Deductions

DCT intends to comply with all FLSA provisions. Improper deductions that are not in accordance with the FLSA are prohibited. Additionally, improperly classifying individuals as "exempt" from overtime is prohibited. Any deduction that is subsequently determined to be improper, or any exemption status later found to be improper, shall be reimbursed. Any employee who believes that he has had an improper deduction from his salary, or who believes he has been improperly classified under the FLSA, shall submit a complaint in writing to their Appointing Authority or Designee who will investigate and see that a written response is provided in a timely manner to ensure a good faith effort to comply with the FLSA.

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XV. REPORTING TO WORK AND TARDINESS

Employees are expected to report for and remain at work as scheduled and to be at their workstations at their starting time. Employees who call off work for personal reasons should call off in advance of their starting time in accordance with procedures established by their Appointing Authority or Designee. Employees who call off must make contact with their supervisor or designee each day of their absence unless they have made alternate arrangements. Calling off work in accordance with this procedure will not necessarily result in an employee receiving approved leave for their absence. DCT will consider the underlying reason for the absence in order to determine whether to grant approved leave.

An employee, who reports to work late, extends their lunch or break without authorization, or who leaves before the end of their scheduled shift without prior approval, may be disciplined and docked pay. Pay will be docked in the lowest increments permitted by DCT's timekeeping system, or in 15-minute increments.

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XVI. LAYOFF

If it becomes necessary to reduce staffing levels, DCT shall lay off employees in accordance with law. DCT shall determine the number of positions and the classifications in which layoffs will occur. Layoffs and job abolishment may occur for lack of work, lack of funds, or reorganization.

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XVII. PROBATIONARY PERIOD

Newly hired or newly promoted employees shall be required to successfully complete a one year probationary period. Lateral transfers shall be required to complete a 180 day probationary period. The probationary period allows DCT to closely observe and evaluate the employee's fitness and suitability for the position. Only those employees who demonstrate an acceptable standard of conduct and performance shall be retained in their positions.

If, at any time during the probationary period, a newly hired employee's service is determined to be such that it does not merit further employment, the employee may be terminated without appeal rights. Time spent on inactive pay status or non-paid leave of absence shall not be counted toward the completion of the probationary period.

Employees working irregular schedules and intermittent employees shall have their one year probationary period based upon the completion of one thousand forty (1040) hours in active pay status.

Pay increases for employees in the probationary period are subject to the approval of the Appointing Authority or Designee and are not guaranteed.

The failure of a promoted employee or an employee laterally transferred to complete a probationary period due to unsatisfactory performance shall result in the employee being returned to the same or similar position the employee held at the time of their promotion or transfer.

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XVIII. ETHICS/CONFLICTS OF INTEREST

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code §§ 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all DCT officials and employees:

A. No employee shall use their official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of their official duties.

B. No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of DCT, nor shall the employee use such information to advance the financial or other private interest of themselves or others.

C. No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with DCT; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of their duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.

D. No employee shall represent private interests in any action or proceeding against the interest of DCT in any matter wherein DCT is a party.

E. No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of their official duties or would tend to impair their independent judgment or action in the performance of their official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of their assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult their supervisor or legal counsel. Any employee offered a gift or favor who is not sure whether acceptance is a violation of the Code of Ethics, should inform their supervisor of the gift offer. The supervisor will make a decision or will refer the individual to the Prosecutor's Office. No employee will accept from any contractor or supplier doing business with DCT, any material or service for the employee's private use.

State law prohibits DCT employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney. Additional information may be found at: www.ethics.ohio.gov.

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XIX. NEPOTISM

A. Hiring

DCT will receive employment applications from relatives of current employees. However, the following four (4) situations shall prevent DCT from hiring a relative of a current employee:

1. If one relative would have supervisory or disciplinary authority over another.
2. If one relative would audit the work of another.
3. If a conflict of interest exists between the relative and the employee or the relative and DCT.
4. If the hiring of relatives could result in a conflict of interest.

B. Employment

An employee is not permitted to work in a position where their supervisor or anyone within their chain of command is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or an accommodation acceptable to DCT must be established. Termination of employment will be a last resort. If two employees marry, they will be subject to the same rules listed above as other relatives.

The provisions of O.R.C. §§ 102.03 and 2921.42 render it unlawful for a public official to use their influence to obtain a benefit, including a job for the employee's relative. Any violation of these statutes may result in criminal prosecution and/or disciplinary action. For purposes of the Article, the term "relative" shall include: spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in- law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and a legal guardian or other person who stands in the place of a parent to the employee.

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XX. OUTSIDE EMPLOYMENT

Employees are required to notify their Appointing Authority or Designee of any outside employment. No employee shall have outside employment which conflicts in any manner with the employee's ability to properly and efficiently perform their duties and responsibilities with DCT. Employees are expected to be at work and fit for duty when scheduled.

Employees are prohibited from engaging in secondary employment during the hours for which they are normally scheduled to work for DCT while on approved sick leave, disability leave, administrative leave or family medical leave. Employees may not engage in secondary employment during any period while on sick leave, disability leave, and FMLA if the employment can be reasonably construed to delay or preclude full recovery and return to work. Employees are strictly prohibited from engaging in or conducting outside private business during scheduled working hours and are further prohibited from engaging in conduct which creates a potential or actual conflict of interest with their duties and responsibilities as a DCT employee.

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XXI. POLITICAL ACTIVITY

A. Although DCT encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of DCT whether in active pay status or on leave of absence. The following activities are examples of conduct permitted by classified employees:

1. Registration and voting.
2. Expressing opinions, either orally or in writing.
3. Voluntary financial contributions to political candidates or organizations.
4. Circulating non-partisan petitions or petitions stating views on legislation.
5. Attendance at political rallies.
6. Signing nominating petitions in support of individuals.
7. Displaying political materials in the employee's home or on the employee's property.
8. Wearing political badges or buttons, or the display of political stickers on private vehicles.
9. Serving as a precinct official under O.R.C. § 3501.22.

B. The following activities are examples of conduct prohibited by classified employees.

1. Candidacy for public office in a partisan election.
2. Candidacy for public office in a non-partisan general election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
3. Filing of petitions meeting statutory requirements for partisan candidacy to elective office.
4. Circulating official nominating petitions for any partisan candidate.
5. Holding an elected or appointed office in any partisan political organization.
6. Accepting appointment to any office normally filled by partisan election.
7. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success.
8. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate.
9. Solicitation for the sale, or actual sale, of political party tickets.

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10. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues.

11. Service as a witness or challenger for any party or partisan committee.

12. Participation in political caucuses of a partisan nature.

13. Participation in a political action committee that supports partisan activity.

C. Unclassified employees whose jobs are funded in whole or in part by the federal government may also be subject to prohibitions against partisan political activity. Any employee having a question pertaining to whether specific conduct of a political nature is permissible should contact their immediate supervisor prior to engaging in such conduct.

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XXII. INVESTIGATIONS, CORRECTIVE ACTION AND DISCIPLINE

DCT has the right to investigate all alleged disciplinary violations. Employees are required to cooperate fully during investigations. Employees who are the subject of a formal investigation have the right to be accompanied, represented, and advised by an attorney. For all employees, the failure to respond, to respond truthfully, or to otherwise cooperate in an investigation, shall be considered insubordination and may result in termination. Employees involved in an investigation shall not discuss the facts of the investigation during the pendency of the investigation. Investigations shall be conducted upon receipt of an allegation of potential misconduct. Investigations shall be conducted promptly and in a reasonable and efficient manner to determine whether the alleged misconduct occurred.

Classified employees may be placed on a paid "administrative" leave of absence pending an investigation. Classified employees placed on paid "administrative" leave are expected to remain available to their employer, including coming to their designated workplace, if requested, during their designated working hours while placed on paid "administrative" leave. A classified employee who has been charged with a violation of law that is punishable as a felony may be placed on unpaid "administrative" leave, for a period not to exceed two months, pending an investigation. However, a classified employee who is placed on unpaid leave and is later exonerated of a felony must be reimbursed for lost pay, plus interest, and lost benefits. Unclassified employees may be placed on paid or unpaid leave pending an investigation.

Employees who have completed their probationary period and who are in the classified civil service may only be disciplined for just cause. Disciplinary action will be commensurate with the offense. Discipline for minor infractions will normally be imposed in a progressive manner with consideration given to the nature of the offense, prior disciplinary action, length of service, the employee's position, the employee's record of performance and conduct along with all other relevant considerations. Nothing in the policy shall be construed to limit DCT's discretion to impose a higher level of discipline under appropriate circumstances.

The following forms of misconduct constitute grounds for disciplinary action: incompetency, inefficiency, unsatisfactory performance, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, policy or work rule violations, conviction of a crime, failure of good behavior including a violation of ethics of public employment, failure to maintain licensing requirements, and any other acts of misfeasance, malfeasance, nonfeasance or any other reason set forth in O.R.C. § 124.34.

The property and image of DCT is to be respected at all times; as such, an employee's off duty conduct that has a nexus to the workplace or could reasonably negatively impact DCT may form the basis for discipline. Any comments or questions concerning the standard of conduct expected should be directed toward the employee's immediate supervisor.

Employees have an obligation to immediately inform DCT of any on-duty or off-duty arrests or convictions. An arrest or conviction may, or may not, result in discipline depending on the nature of the incident, the job performed, and other relevant considerations. Employees will not be granted vacation leave in order to serve jail time.

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The filing or prosecution of criminal charges or other civil administrative investigations against an employee for alleged misconduct or criminal activity shall not be determinative as to appropriate disciplinary action, if any, under this policy. DCT may investigate the employee's alleged misconduct or activities and determine the appropriate discipline, if any, without regard to pending administrative or criminal charges. The disposition of such administrative or charge is independent of a disciplinary investigation. Although DCT may utilize information obtained during other investigations, DCT's decision to take appropriate disciplinary action may or may not correspond with the filing, or non-filing, of criminal charges or civil actions. A felony conviction while employed with DCT is just cause for termination.

Staff is responsible for reporting any incident or conduct they believe is inappropriate and/or in violation of DCT Policies and Procedures whether the conduct occurs on-duty or off-duty. This duty includes incidents actually observed, reported by residents, reported by staff, or suspected due to other facts

When DCT believes that discipline of a classified employee in the form of a paid or unpaid suspension, reduction or elimination of longevity pay, demotion or termination is possible, a pre-disciplinary conference shall be scheduled. Prior to the pre-disciplinary meeting, the employee will be provided with written notice of the charges against them. At the pre-disciplinary conference, the employee may respond to the charges, verbally or in writing, or have their chosen representative respond. The employee may also waive the Pre-Disciplinary conference. Failure to attend the pre-disciplinary conference shall be deemed a waiver of the conference.

Unclassified employees and probationary employees are not eligible for a Pre-Disciplinary Conference.

Disciplinary files may not be destroyed and are subject to the Ohio Public Records Act. Disciplinary action shall remain in the employee's personnel file for twenty four (24) months after which time the documentation may be placed in a separate disciplinary file upon the employee's request. After the twenty four month waiting period, an employee may file a request with their department director in writing asking that the disciplinary action be removed from their personnel file and be placed in a separate disciplinary file. Such action may be removed if no additional disciplinary action exists. Such discipline may be considered in any future action.

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XXIII. COMPLAINT PROCEDURE

Employees may have questions or concerns caused by misunderstandings in the application of policies, procedures and work rules. DCT believes these questions and concerns must be heard promptly, and action taken to resolve or clarify a particular situation. Complaints regarding unlawful discrimination or harassment should be brought according to the unlawful discrimination and harassment policy contained in this manual and the Discrimination Prohibited Standard Operating Procedure.

All employees shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint. A complaint is defined as a disagreement between an employee and DCT as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment. The following is the procedure to be followed when an employee has a complaint as defined above:

A. Step 1: Immediate Supervisor

An employee having a complaint shall file it in writing with their Immediate Supervisor, as outlined in the procedure for their work unit. The employee's Immediate Supervisor will review the complaint and attempt to resolve the complaint within a reasonable time and will provide the employee with a written response. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change and/or the Immediate Supervisor is the subject of the complaint.

B. Step 2: Department Head

Where the employee is not satisfied with Step 1 response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days of the supervisor's written response. The Department Head will review all material provided and provide the employee with a written response in a timely manner.

C. Step 3: Employer (Appointing Authority or Designee)

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Appointing Authority or Designee within seven (7) calendar days. The Appointing Authority or Designee will review all material provided and will provide the employee with a written response in a timely manner. The Step 3 response shall be final.

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XXIV. SOLICITATION

Individuals not employed by DCT are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

DCT may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

A. Distribution of literature, solicitation and the sale of merchandise or services are prohibited in public areas.

B. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term "working time" does not include an employee's authorized lunch or rest periods or other times when the employee is not required to be working.

C. Distributing literature in a way that causes litter on DCT property is prohibited.

DCT maintains various communications systems to communicate DCT-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any DCT property is prohibited.

Violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

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XXV. DCT PROPERTY

A. General

Employees are prohibited from using DCT materials, tools, facilities, equipment and labor for personal or private use regardless of whether the use is during working or non- working time. Employees may not perform private work for themselves, co-workers, friends or family members during working time or while using DCT materials, tools, facilities, or equipment. All DCT tools and equipment must be used and operated within the laws of the State of Ohio and/or rules and regulations of DCT. Employees who separate from service with DCT are responsible for return of reusable DCT property in their possession.

Employees have no reasonable expectation of privacy in the use of DCT property and facilities. In order to safeguard employees and the workplace, and in order to maximize efficiency, safety and productivity, DCT reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise search DCT property and facilities or any other enclosed or open area within DCT property or facilities and to monitor or inspect any items found within such facilities. Employees are required to cooperate in any work place inspection. DCT also reserves the right to inspect any packages, mail, parcels, handbags, briefcases, or any other possessions or articles carried to and from DCT facilities and job sites where permitted by law.

Employees required to answer the telephone or other communication, as part of their assigned duties shall do so in a polite and courteous manner. No employee shall use foul or abusive language over the telephone, or other communication, or in any dealings with the public. DCT reserves the right to monitor any phone or other communications at any time. Personal phone calls or other person communication must be kept to an "on emergency basis" only. Toll calls and/or long distance calls for personal reasons shall not be charged to DCT.

DCT may issue cellular phones or other electronic devices to its employees. Cellular phones and other electronic devices are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment. Regardless of the capability of a particular cellular phone or electronic device, all DCT-issued electronic devices are considered DCT property and are for business use only. Features other than phone use must not be used or activated without direct authorization from a supervisor.

B. Vehicles

Employees operating a DCT motor vehicle are required to have a proper and valid motor vehicle operator's license and remain insurable on DCT's fleet policy. Employees shall comply with all motor vehicle laws and regulations while operating a DCT vehicle or a personal vehicle for DCT related business.

An employee who operates a motor vehicle for work and who has their license suspended, but who has acceptable court-ordered driving privileges, may nevertheless have their driving privileges temporarily suspended by DCT. When DCT suspends driving privileges, the employee may be temporarily reassigned. DCT need not reassign an employee who drives for work and has their license suspended by a court with no work-related driving privileges.

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Any DCT employee who operates a DCT-owned motor vehicle, or a privately owned motor vehicle in the discharge of official DCT business, shall at all times during the course of operation, fully utilize the front seat occupant restraint systems provided in the vehicles and require like use of said systems by any passengers in the vehicle. Employees who operate DCT vehicles must have appropriate insurance coverage as established by DCT's Self Insurance Policy.

Use of a DCT-owned vehicle must be pre-approved by the employee's supervisor. Employees shall not use, or permit the use of, DCT automobiles or privately-owned motor vehicles for the discharge of official DCT business for any purpose other than official DCT business. Passengers not on official DCT Business (i.e. children, spouses, friends, etc.) are not permitted in DCT-owned vehicles. Employees, as representatives of DCT, are expected to be courteous to the public and to obey all traffic laws**.** DCT employees should drive and conduct themselves as to enhance the reputation of DCT and Department.

Employees who drive DCT vehicles or who drive their personal vehicles for DCT business are subject to periodic (at least annual) record checks at the Bureau of Motor Vehicles. Employees who utilize DCT vehicles or drive their personal vehicle on DCT related business are responsible for reporting to their supervisor any moving traffic violations obtained while on, or off, duty as an employee's personal driving record may impact their ability to be covered on DCT's liability policy. Employees who drive on behalf of DCT are subject to reassignment and/or discipline in the event of a license revocation, suspension or traffic offense conviction.

Concerns regarding repairs or vehicle maintenance must be reported to the DCT Maintenance Department.

DCT may, at its discretion, monitor the use of DCT vehicles through the use of a GPS system, to confirm that a vehicle is being used for a purpose consistent with this policy.

C. Driving DCT Vehicles

In the event that you are driving a DCT vehicle, you must follow the following standards:

1. DCT vehicles are meant for DCT business. Any unauthorized use of a DCT vehicle may result in discipline and possible termination.

2. A DCT vehicle is a reflection of DCT and the public has a right to expect that the employees and vehicles they support are engaged in conducting business in a proper manner. You are required to follow all laws and drive in the safest and most courteous manner. Any fines or citations received for driving or parking violations are your sole responsibility.

3. Smoking, vaping, or the use of any tobacco product is prohibited in all DCT owned or leased vehicles.

4. Should you discover any unsafe or hazardous conditions with a vehicle while using it, report these conditions immediately to your supervisor and/or mechanic to have the vehicle checked and/or repaired.

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5. Any DCT fuel credit card shall be used for DCT use only. DCT fuel credit cards are NOT permitted to be used in combination with any rewards program. This violates the policy that DCT employees are prohibited from using their position or DCT property for personal gain. Any use of a DCT fuel credit card for personal use will result in discipline and possible termination.

D. Driving on DCT Business

Prior to driving on DCT business, an employee must be given authorization by his/her supervisor and meet or exceed the "Qualifications for Driving on DCT Business," listed below. These qualifications apply to all employees, including bus operators and office staff, as well as DCT-owned and personal-owned vehicles. From time to time DCT may check your motor vehicle record. An accumulation of violations that violates the "Qualifications" will result in a loss of driving privileges for DCT business.

Qualifications for Driving on DCT Business

As a Public Transit System, driving is our primary service provided to the community. Perhaps the largest single liability exposure and definitely the highest frequency of liability losses is incurred by automobile accidents. Whenever an employee, including supervisors and managers is driving a DCTB owned or leased vehicle or his/her own vehicle on DCT business, the DCTB is exposed to potential liabilities. The exposure is directly related to the employee's ability to operate the vehicle safely. Therefore, the following qualifications will apply to all employees while driving on DCT business:

1. All employees must be at least eighteen (18) years of age.

2. All employees must be eligible to be covered by DCT's insurance coverage through the Ohio Transit Risk Pool. All Operators and Road Supervisors must be at least 19 years of age.

3. All employees must have a current, valid, Ohio driver's license that covers the type of vehicle to be operated (e.g. commercial driver's license, etc.). A copy of the license must be filed with the employee's personnel file. All employees that drive on DCT business are required to report any suspension or revocation of their driver's license or any arrest for or conviction of any violation, including any misdemeanor or felony violation to their supervisor immediately and within 24 hours of the incident. Failure to report such incident, may result in disciplinary action. Suspension or revocation of the employee's driver's license by the State of Ohio may be grounds for discipline, up to and including termination, if the employee no longer meets the job requirements for his/her position.

4. All employees that drive on DCT business with two (2) moving violations or two (2) at fault accidents within a twelve (12) month period may be placed on driving probation and suspended from driving on DCT business until the employee completes a remedial or defensive driving course at his/her own expense. A certificate of completion of the driving course must be placed in the employee's personnel file prior to the employee resuming driving privileges. Failure to take and pass a remedial or defensive driving course may result in discipline, up to and including termination, if that employee no longer meets the job requirements for his/her position.

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5. All employees that drive on DCT business with three (3) moving violations and/or three (3) at fault accidents within a thirty-six (36) month period may not be permitted to operate a vehicle on DCT business and may be disciplined, up to and including termination, if that employee no longer meets the job requirements for his/her position.

6. All employees that drive on DCT business that accumulate seven (7) or more points on their license shall not operate a vehicle on DCT business and may be disciplined, up to and including termination, if that employee no longer meets the job requirements for his/her position.

7. All employees that drive on DCT business that are charged with major violations, (e.g. violations that accumulate four (4) or more points under Ohio law such as reckless operation, driving under the influence, etc.), shall not operate a vehicle on DCT business and may be disciplined, up to and including termination, if that employee no longer meets the job requirements for his/her position.

8. All employees that drive on DCT business convicted of reckless operation or driving under the influence of alcohol or drugs, both of which are unlawful actions, while driving on DCT business will be subject to disciplinary action including immediate termination, if that employee no longer meets the job requirements for his/her position.

9. All employees that drive on DCT business who use their personal vehicles or DCTB owned or leased vehicles must comply with the above qualifications.

10. For a personal vehicle to be used on DCT business, the driver/owner must maintain current insurance coverage on that personal vehicle. DCTB's coverage will act as secondary insurance coverage excess of the employee's personal insurance when a personal vehicle is being used for DCT business if, and only if, the employee carries personal insurance with state minimum limits of insurance.

11. Minor infractions will be evaluated and addressed at the discretion of DCT Administration. The appropriate response will be determined based on the specific circumstances of each incident, ensuring fairness and consistency in our approach.

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XXVI. COMPUTER USE & CYBERSECURITY POLICY

A. General

DCT computers and information systems are DCT property. They may be used only for explicitly authorized purposes. DCT reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, DCT and authorized DCT supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.

Employees have no right to privacy with regard to the Internet and email on DCT systems (public or private). Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet, email, and Instant Messenger (IM) usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. All software installed on any DCT computer must be licensed to DCT. No DCT employee may install, uninstall, or reconfigure any software or hardware owned by DCT without prior authorization from DCT. The use of privately-owned or contractor-owned computers for official DCT business must be authorized in advance by DCT.

Employees are required to maintain passwords for their computers. Employees are responsible for safely securing their passwords. Absent supervisor approval, employees shall not share passwords. Employees may be required to periodically change passwords. Employees shall follow all IT Guidelines regarding passwords.

B. Allowable Uses of Computer and Information Systems for Business Purposes

1. Facilitating job function performance.
2. Facilitating and communicating business information within the DCT network.
3. Coordinating meeting locations and resources for DCT.
4. Communicating with outside organizations as required in the performance of employee job functions.

C. Prohibited Uses of Computers and Information Systems, Including But Not Limited to E-mail, Instant Messaging, and the Internet

1. Violating local, state, and/or federal law.
2. Harassing or disparaging others based on age, race, color, national origin, sex, sexual orientation, disability, religion, military status or political beliefs. Harassment and disparagement include but are not limited to slurs, obscene messages, or sexually explicit images, cartoons, or messages.
3. Threatening others.

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4. Soliciting or recruiting others for commercial ventures, religious or political causes, outside organizations, or other matters which are not job related.

5. Using computers or information systems in association with the operation of any for-profit business activities or for personal gain.

6. Sabotage, e.g. intentionally disrupting network traffic or crashing the network and connecting systems or intentionally introducing a computer virus.

7. Vandalizing the data of another user.

8. Forging electronic mail and instant messenger messages.

9. Sending chain letters.

10. Sending rude or obscene messages (anything that would embarrass or discredit DCT).

11. Disseminating, without authorization, confidential or proprietary DCT documents or information or data restricted by government laws or regulations.

12. Browsing or inquiring upon confidential records maintained by DCT without substantial business purpose.

13. Disseminating (including printing) copyrighted materials, articles, or software in violation of copyright laws.

14. Accessing the Internet in any manner that may be disruptive, offensive to others, or harmful to morale.

15. Transmitting materials (visual, textual, or auditory) containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on age, race, color, national origin, gender, sexual orientation, disability, religious or political beliefs.

16. Sending or soliciting sexually-oriented messages or images.

17. Using the Internet or instant messenger for political activity.

18. Using the Internet to sell goods or services not job-related or specifically authorized in writing by an approving authority.

19. Downloading and viewing non-work-related streaming audio or video (i.e. listening to radio stations, etc.) that is a distraction to the employee's work and to those around them.

20. Intentionally using Internet facilities to disable, impair, or overload performance of any computer system or network or to circumvent any system intended to protect the privacy or security of another user.

21. Speaking to the media or to the public within any news group or chat room on behalf of DCT if not expressly authorized to represent DCT.

22. Uploading or downloading games, viruses, copyrighted material, inappropriate

graphics or picture files, illegal software, and unauthorized access attempts into any system.

NOTE: Whether on working time or not, these prohibitions apply at all times to DCT-owned computers and information systems. Personnel cannot expect that the information they convey, create, file, or store in DCT computers and information systems will be confidential or private regardless of the employee's intent.

Please remember that there is no expectation of privacy for anything sent by email or IM, and that others can view this information at any time.

D. Guidelines for Incidental/Occasional Personal Internet Usage

Generally, the Internet is to be used for work-related purposes. DCT will permit personal use of the Internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is comparable to time authorized for meals and reasonable breaks during the workday and those times only should be used to attend to personal matters. Personnel are not permitted to utilize the Internet for personal use equal to meal and break times and also take their scheduled meal and breaks. Agency Internet resources must be devoted to maintaining the highest degree of productivity. Personal Internet usage is a privilege, not a right. As such, the privilege may be revoked at any time and for any reason or for no reason. Aside from scheduled breaks and unpaid lunch periods, employees are prohibited from engaging in personal use of the internet while on DCT time.

E. Securing Computer Equipment and Electronic Data

DCT employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVDs, CDs, etc.) shall secure those items when not in the office as these items may contain confidential and/or HIPAA information, which could be compromised if lost or stolen. If an employee loses a piece of equipment or it is stolen, they are required to immediately notify their supervisor. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action.

Employees accidentally sharing DCT information, or accessing an improper website, or opening an email with a virus are to immediately notify their supervisors. Employees who receive ransomware, or other malware/virus, are to immediately notify a supervisor. Employees shall not open emails, or click links, about which they have a concern.

Employees working remotely must ensure that their home or remote work location and remote systems are protected by a modern "Wi-Fi router" using at least a WPA2 encryption and authentication methods (a WPA3 is preferred). Employees using a mobile device for work shall use password protection, data encryption and security apps to protect the device; Two-Factor Authentication should be used wherever possible.

Employees must immediately report any security breach, or lost equipment, to the appropriate IT professional, or other designated individual.

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XXVII. SOCIAL MEDIA POLICY

A. Social Media Limitations

DCT supports the free exchange of information and camaraderie among employees on the internet. However, when the use of social media platforms (including, but not limited to, Facebook, Twitter, Instagram, TikTok, LinkedIn, and Nextdoor), blogs, chat rooms, email, text messages or other forms of electronic communication results in an employee revealing confidential information or posting material prohibited by DCT policy, the employee may be subject to disciplinary action. Employees shall not post on personal social media accounts, either on a DCT electronic device, or personal electronic device, during working hours unless permitted by a Supervisor.

Employees are reminded to be careful of the information they disclose on the internet, including social media sites. **Postings made on agency-owned social media sites, as well as personal social media sites, may be subject to Ohio's public records laws.** The following uses of social media are strictly prohibited, whether on or off duty:

1. Comments or displays that are vulgar, obscene, defamatory, threatening, intimidating, harassing, or a violation of DCT's workplace policies against discrimination, harassment or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, military status or other protected class, status, or characteristic.

2. Unauthorized use of DCT's authority, information, insignia, logo or equipment.

3. Communication that has a substantial risk of negatively affecting DCT's reputation, mission or operations, including, but not limited to, communications that give rise to any legal cause of action, whether criminal or civil in nature.

4. Disclosure of confidential and/or proprietary information acquired in the course of employment. Confidential information includes not only information that would not be available pursuant to a public records request, but also includes any information which does not relate to an issue of public concern.

5. Comments or displays which impact employees' abilities to perform their job duties or DCT's ability to maintain an efficient workplace.

Social media sites may be inspected by DCT for cause to determine potential policy violations. If an employee believes that an online communication violates a DCT policy, the employee should immediately report the communication to his or her supervisor. DCT may investigate the matter, determine whether such communication violates policy, and take appropriate action. Employees shall be held strictly responsible for any social media accounts they personally own or operate, regardless of whether the content in violation of this policy was posted or uploaded by the employee or another person. This policy does not apply to communications protected by the U.S. or Ohio Constitutions.

In the event a DCT agency operates and maintains a social media site, the elected official, or department director / supervisor, shall designate the employee(s) who are permitted to post, maintain and monitor the postings on behalf of the agency. Absent prior approval, employees shall not add, or remove, any information, or posting, from the agency's social media site.

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XXVIII. CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordnance onto the property of DCT. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

DCT employees are prohibited from carrying firearms any time they are working for DCT or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing a DCT identification badge, uniform, or other DCT issued paraphernalia that an employee elects or is required to wear relative to their employment and working in resident's homes or other sites off DCT premises. Except for law enforcement officers, no employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a DCT owned vehicle.

This policy does not prohibit employees that may lawfully possess a firearm from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted to be (e.g. DCT Parking Lot). However, the employee must leave the firearm and ammunition in their personal vehicle. Employees are neither permitted to remove their firearm or ammunition from their personal vehicles while at work locations nor are they permitted to bring a concealed firearm or ammunition into a DCT owned building. The employee's firearm and ammunition must be stored in their personal vehicle in accordance with the storage provisions of the Concealed Carry statute. The firearm and ammunition must be in a locked vehicle either in the glove compartment, a lock box or the trunk.

Employees shall immediately contact a supervisor if they suspect an employee or member of the public is carrying a concealed weapon, firearm, or ammunition on DCT premises. Employees are required to immediately contact a supervisor if they suspect an employee to be carrying a concealed weapon or firearm in violation of this policy at any time while they are working for DCT, acting within the course and scope of employment, or acting as a representative of DCT.

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XXIX. WORKPLACE VIOLENCE

A. Zero Tolerance

DCT is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, DCT enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on DCT property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense. An employee shall immediately report any acts of workplace violence.

B. Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following, which may occur on-duty or off-duty: (1) hitting or shoving; (2) threatening harm to an employee or the employee's family, friends, associates, or property; (3) intentional destruction of property; (4) harassing or threatening telephone calls, letters or other forms of written or electronic communications, including email and website or social media postings; (5) intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule; (6) willful, malicious and repeated following of another person, also known as "stalking" and/or making threats with the intent to place another person in reasonable fear for their safety (7) suggesting or otherwise intimating that an act to injure persons or property is "appropriate", without regard to the location where the suggestion or intimation occurs; and (8) unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on DCT property.

C. Warning Signs and Risk Factors

The following are examples of warning signs, symptoms and risk factors that may indicate an employee's potential for violence. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify management if they witness any violent behavior, including, but not limited to, the following: (1) hinting or bragging about a knowledge of firearms; (2) making intimidating, threatening, or menacing statements; (3) keeping records of other employees the individual believes to have violated departmental policy; (4) physical signs of anger, such as hard breathing, reddening of complexion, menacing stares, loudness, and profane speech; (5) acting out violently either verbally or physically; (6) excessive bitterness by a disgruntled employee or an ex-employee; (7) being a "loner," avoiding all social contact with co-workers; (8) having a romantic obsession with a co-worker who does not share that interest; (9) history of interpersonal conflict; (10) domestic problems, unstable/dysfunctional family; and (11) brooding, depressed, strange behavior.

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XXX. CONTACT WITH NEWS MEDIA/CITIZENS

Any employee contacted by the news media or a citizen on a matter related to DCT operations should direct the caller to contact the Executive Director, Appointing Authority or Designee. This policy is designed to avoid duplication, assure accuracy, and protect employees and DCT from the dissemination of misstatements and misinformation.

This policy does not prohibit employees from making a public statement, in their off duty hours, on matters of public concern. However, this policy does prohibit employees from making unauthorized public statements during their working hours and from making public statements about matters of private concern that negatively impact DCT.

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XXXI. SICK LEAVE

All employees shall be entitled to sick leave in accordance with §§ 124.38 and 124.39 of the Ohio Revised Code as follows:

A. Accumulation

Each employee shall be entitled for each completed eighty (80) hours of service to sick leave of four (four) and six-tenths (6/10) hours of pay, and unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten (10) years of the last termination from public service and the employee provides proof of the prior leave balance. An employee is expected to provide proof of a prior sick leave balance within ninety (90) days of commencing employment with DCT. An employee who transfers from one public agency to another shall be credited with up to the maximum of sick leave accumulation permitted in the public agency to which the employee transfers.

B. Use

Sick leave may be used by employees and upon approval of DCT for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.

2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.

4. Death of a member of the employee's immediate family. Such usage shall be limited to reasonably necessary time, not to exceed five (5) days. DCT may grant additional time off on a case by case basis.

5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries or other procedures that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents; brother; sister; brother-in-law; sister-in-law; daughter-in-law; son- in-law; father; mother; father-in-law; mother-in-law; spouse; child; step-child; step-parent**;** grandchild; legal guardian; or other person who stands in place of a parent.

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Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one (1) day. DCT may grant additional time off on a case by case basis not to exceed three (3) days.

C. Employee Notification

When an employee is unable to report to work due to illness or other acceptable sick leave reason, the employee shall notify their supervisor by calling the supervisor and speaking directly with the supervisor or, if unavailable, with another supervisor in their department. In the event the employee is unable to speak directly to a supervisor, the employee is permitted to leave a message, text or email their supervisor when notifying them of their absence. Employees must receive confirmation. Absences must be reported at least one half hour prior to the employee's scheduled shift. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

D. Written Statement

Proof of illness, such as a doctor's excuse, may be required when DCT believes the absence(s) to be excessive, chronic, patterned, or abusive. A satisfactory licensed medical practitioner's certificate may be required at any time, but will generally be required in each case when an employee has been absent more than three (3) consecutive days. When a licensed medical practitioner's certificate is required, it must be submitted to the Department Head or Designee before an employee will be permitted to return to work from leave. The licensed medical practitioner's certificate must be signed personally by the treating practitioner, and must verify the nature of the illness, and that the employee was unable to work during the period in question, not simply that the employee was "under the doctor's care." For absences where a licensed medical practitioner's certificate is not required, the employee must submit a written statement to the Department Head or Designee explaining the nature of the illness.

E. Sick Leave Abuse

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including termination. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. DCT reserves the right to investigate allegations of sick leave abuse. DCT reserves the right to question employees concerning their sick leave use. Whenever an employee is on sick leave the employee must be at home during the employee's scheduled work hours or obtaining treatment or medication.

F. Uses of Other Leave

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the Appointing Authority.

G. Sick Leave Charge

Sick leave shall be charged in minimum increments of one-quarter (1/4) hour. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. Sick leave payments shall not exceed the normal scheduled workday or workweek earnings. Employees may utilize sick leave only for the hours and days on which they are scheduled to work.

H. Sick Leave Upon Retirement

An employee may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of their accrued, but unused, sick leave balance accumulated with DCT. The total value of the sick leave paid, earned with DCT, as severance pay shall not exceed the value of 60 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

An employee, who has a sick leave balance that has accumulated with the state of Ohio, or any other political subdivision of state, may elect at the time of disability or service retirement under the Public Employees Retirement System, to be paid in cash for one-fourth of the value of the employee's accrued, but unused, sick leave. The total value of the sick leave paid, earned with another political subdivision, as severance pay shall not exceed the value of 30 days paid leave. The payment shall be based on the employee's rate of pay at the time of retirement.

To qualify for this severance benefit, the employee must meet the requirements for a disability or service retirement and have at least 10 years of service with the state, any political subdivision of the state, or any combination of such service.

The total value of the sick leave paid under this policy, earned with DCT and another political subdivision combined, as severance pay shall not exceed the value of 60 days paid leave. Payment for sick leave will eliminate all sick leave credit accrued by the employee at that time.

I. Sick Leave Upon Death

Upon the death of an employee in the active service with DCT, unused accumulated sick leave shall be paid to the employee's spouse, children, or parents, if any, in that order or to the employee's estate. Payment for sick leave accumulated while in the employ of DCT shall be based on the employee's straight- time hourly rate at the time of death and will be paid in cash for one-fourth of value of the employee's accrued, but unused sick leave balance, with no limit.

J. Medical Information

DCT will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to the Executive Director.

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XXXII. FAMILY MEDICAL LEAVE ACT ("FMLA")

A. Statement of Policy.

Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

B. Definitions.

As used in this policy, the following terms and phrases shall be defined as follows:

1. "Family and/or medical leave of absence": An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:

    a. Upon the birth of an employee's child and in order to care for the child.

    b. Upon the placement of a child with an employee for adoption or foster care.

    c. When an employee is needed to care for a family member who has a serious health condition.

    d. When an employee is unable to perform the functions of his/her position because of the employee's own serious health condition.

    e. Qualifying service member leave.

2. Service Member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service member being on "covered active duty" or receiving a "call to covered active duty." In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service member is entitled to up to twenty-six (26) weeks of leave within a "single twelve (12)-month period" to care for a service member with a "serious injury or illness" sustained or aggravated while in the line of duty on active duty. The "single twelve (12)-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.

3. "Per year": A rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the employer will compute the amount of leave the employee has taken under this policy, and subtract it from the twelve (12) weeks of available leave. The balance remaining is the amount the employee is entitled to take at the time of the request. For example, if an employee used four (4) weeks of FMLA leave beginning February 4, 2009, four weeks beginning June 1, 2009, and four weeks beginning

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December 1, 2009, the employee would not be entitled to any additional leave until February 4, 2010.

4. "Serious health condition": Any illness, injury, impairment, or physical or mental condition that involves:

   a. Inpatient care.

   b. Any period of incapacity of more than three consecutive calendar days that also involves:

      i. Two or more treatments by a health care provider**,** the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
      ii. Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.

   c. Any period of incapacity due to pregnancy or for prenatal care.

   d. A chronic serious health condition which requires at least two "periodic" visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.

   e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer's disease, etc.).

   f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e. chemotherapy, dialysis for kidney disease, etc.).

5. "Licensed health care provider": A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.

6. "Family member": Spouse, child, parent or a person who stands "in loco parentis" to the employee.

7. "Covered Service Member": Means either:

   a. A current member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or

   b. A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.

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i. Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013, the period of October 28, 2009 and March 8, 2013, shall not count toward the determination of the five-year period for covered veteran status.

8. "Outpatient Status": The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.

9. "Next Of Kin": The term "next of kin" used with respect to a service member means the nearest blood relative of that individual.

10. A "serious injury or illness", for purposes for the twenty six (26)-week military caregiver leave means either:

a. In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and,

b. In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service–Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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11. "Covered Active Duty" or "call to covered active duty":

    a. In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country."

    b. In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.

12. "Deployment to a foreign country" means deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.

13. "Qualifying Exigency": (For purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:

    a. Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment on seven (7) or fewer days notice.

    b. Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.

    c. Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member.

    d. Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust.

    e. Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.

    f. Rest and recuperation leave of up to fifteen (15) days to spend time with a military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave.

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g. Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member.

h. Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status.

i. Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

C. Leave Entitlement.

To be eligible for leave under this policy, an employee must meet all of the following conditions:

1. Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks.

2. Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin.

3. Work at a location where the Employer employs fifty (50) or more employees within a seventy-five (75) mile radius. DCT health districts and DCT are not considered a single employer for purposes of FMLA leave entitlement**.**

   a. The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.

   b. Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

D. Use of Leave.

The provisions of this policy shall apply to all family and medical leaves of absence as follows:

1. Generally: An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with/concurrent to their use of accumulated unused unpaid Family Medical Leave.

Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

2. Birth of An Employee's Child: An employee who takes leave for the birth of his/her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. *(Note: See section E below for information on disability leaves.)*

3. Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

4. Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of their serious health condition or the serious health condition of their family member must use all available accrued paid sick and vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.

E. FMLA and Disability/Workers' Compensation.

An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using workers' compensation benefits, the Employer may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the workers' compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the employer require the employee to do so, while the employee is receiving compensation from such a program.

F. Procedures for Requesting FMLA Leave.

Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the employer receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the Employer. The Employer will determine whether the leave qualifies as FMLA leave, including instances of Family Medical Leave that are not requested by the employee, and designate

any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the Employer's operations.

G. Certification of Need for FMLA Leave for Serious Health Condition.

An employee requesting FMLA leave due to their family member's serious health condition must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

The Employer, at its discretion, may require the employee to sign a release of information so that a representative other than the employee's immediate supervisor can contact the medical provider. If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The Employer may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the Employer. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the Employer. If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Employer and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the Employer periodic written reports assessing the continued qualification for FMLA leave. Further, the Employer may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the employer receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the Employer within fifteen (15) days.

H. Certification for Leave Taken Because Of A Qualifying Exigency.

The Employer may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires

meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

I. Intermittent/Reduced Schedule Leave.

When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Executive Director. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the Employer establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the Executive Assistant or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations.

J. Employee Benefits.

Except as provided below, while an employee is on FMLA leave, the Employer will continue to pay its portion of premiums for any life, medical, and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The Employer will not continue to pay the Employer portion of premiums for any life, medical, and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for their portion of the premium is late by more than thirty (30) days. If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the Employer may seek reimbursement from the employee for any amounts paid by the Employer for insurance benefits the employee received through the Employer during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e. sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

K. Reinstatement.

An employee on FMLA leave must give the Employer at least two business days notice of their intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Employer.

An employee will not be laid off as a result of exercising their right to FMLA leave. However, the Employer will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during their FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of their position, with or without reasonable accommodation.

L. Records.

All records relative to FMLA leave will be maintained by the Employer as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

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XXXIII. CIVIC DUTY LEAVE

A. Jury Duty

Employees will be excused from regularly scheduled work for jury duty. If an employee's jury duty is concluded prior to the completion of the employee's regularly scheduled workday, the employee must return to work for the remainder of the workday. DCT will compensate an employee who is called to, and reports for, panel and/or jury duty, at the employee's straight-time hourly rate for the hours the employee was scheduled on that day. The employee must give DCT prior notice of jury duty in order to receive their regular pay.

B. Work Related Proceedings

Employees who are required by DCT to appear in court or other proceeding on behalf of DCT, will be paid at their appropriate rate of pay for hours actually worked. Employees must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of DCT. Employees who receive a subpoena for work-related matters and have a concern regarding that subpoena should seek assistance from their supervisor, who may then contact the Prosecuting Attorney's Office.

C. Personal Matters

Employees who are required to appear in court on personal matters, or on matters unrelated to their employment with DCT, must seek an approved vacation leave or unpaid leave of absence.

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XXXIV. VACATION AND PERSONAL LEAVE

A. Vacation Leave Accrual

Full-time permanent DCT employees shall accrue and be entitled to vacation leave, to be credited each bi-weekly pay period, at rates as established in the following schedule:

Completed Years of Service	Vacation Leave Earned Per Eighty (80) Hours Worked	Annual Vacation Hours Accrued	Vacation Accrual Factor
Less than 4 years	3.1	80	(.03875)
4 but less than 9 years	4.6	120	(.0575)
9 but less than 14 years	6.2	160	(.0775)
14 but less than 19 years	6.9	180	(.08625)
19 years or more	7.7	200	(.09625)

An employee who is not in active pay status for part of a bi-weekly pay period shall earn a pro-rated amount of vacation leave for that period. Employees who are regularly scheduled to work less than eighty (80) hours in a pay period will accrue vacation at a prorated amount of the standard rate multiplied by the ratio of the employee's regular scheduled hours in a pay period to eighty (80) hours. Under no circumstances will an employee accrue vacation at a greater rate than the standard rate.

Vacation leave will accrue during periods of authorized paid leaves of absence but will not accrue while an employee is on unpaid leave status.

In accordance with O.R.C. § 9.44, employees may be entitled to prior service credit for time spent with the State of Ohio or any political subdivision of the State. It is the employee's responsibility to provide necessary documentation of prior service.

An employee will not be entitled to marry his/her prior service time if he/she has retired from public service with his/her prior employer.

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B. Vacation Leave Use

Vacation leave must be taken within twelve (12) months following an employee's anniversary date. An Appointing Authority, at its sole discretion, may permit an employee to accumulate vacation for a period not to exceed three (3) years. Accrued vacation leave that is not taken within the time period permitted under this policy is forfeited.

Vacation requests should generally be received by the employee's immediate supervisor in advance. Vacation requests will be granted per departmental procedure and are subject to operational needs. Vacation time may be taken in one-quarter (1/4) hour increments.

DCT may revoke approval of the use of vacation leave if required by operational reasons.

C. Unused Vacation Leave

Upon separation from service with at least one (1) year of recognized public service, an employee is entitled to compensation at their current rate of pay for accrued but unused vacation leave. In the case of the death of a DCT employee, the unused vacation leave to the credit of the employee shall be paid in accordance with section 2113.04 of the Revised Code, or to the employee's estate.

E. Personal Leave

Each payroll calendar year, all employees shall be entitled to up to a maximum of two (2) eight (8) hour days of personal leave not to be deducted from the employee's sick leave balance.

Personal leave may be taken in one-quarter (1/4) hour increments up to a full 8 hour work day.

Personal leave used shall not exceed a total of two (2) eight (8) hour working days. Personal leave not used during the calendar year is forfeited.

Personal leave is subject to the approval of the employee's supervisor based upon the operational needs of the department. DCT may revoke approval of the use of personal leave if required by operational reasons.

At no time shall an employee receive a payout for unused personal leave.

F. Unused Holiday Pay

Upon separation from service with at least one (1) year of recognized public service, an employee is entitled to compensation at their current rate of pay for accrued but unused holiday leave. In the case of the death of a DCT employee, the unused holiday pay to the credit of the employee shall be paid in accordance with section 2113.04 of the Revised Code, or to the employee's estate.

Earned holiday pay cannot exceed 100 hours annually for full-time employees or 50 hours annually for part-time employees.

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XXXV. HOLIDAYS

Due to the nature of DCT's service to the public, it is recognized that not all employees can have each holiday as time off from work. DCTB therefore establishes the following holiday schedule:

Holiday Pay: All employees will earn holiday pay at a rate of 0.0480 hours for each hour in paid status. Earned holiday pay cannot exceed 100 hours annually for full-time employees or 50 hours annually for part-time employees.

Holidays (Closed): DCT will be closed on the following holidays:

a. New Year's Day

b. Memorial Day

c. Independence Day

d. Labor Day

e. Thanksgiving Day

f. Christmas Day

Holidays (Open): DCT will be open on all other holidays recognized by the county:

a. Martin Luther King Day

b. Presidents Day

c. Juneteenth

d. Little Brown Jug Day

e. Veterans Day

f. Day after Thanksgiving

g. Christmas Eve

Holiday Hours: For all holidays where DCT is open but county offices are closed, DCT will operate on holiday hours, from 6 AM to 6 PM with the exception of Little Brown Jug Day which will be regular operating hours.

Holiday Leave: All employees may take holiday leave at a time mutually convenient to the employee and DCT if the employee has earned holiday leave available.

This policy aims to balance the operational needs of DCT with the recognition of holidays for its employees, ensuring fair compensation and scheduling practices.

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XXXVI. UNPAID LEAVE

Employees may request an unpaid leave of absence for professional, educational, or other personal reasons. DCT has sole discretion to grant or deny the leave. A personal leave of absence may be granted for one day to six months for any reason DCT deems appropriate. Upon completion of approved unpaid leave, the employee will be returned to their former position or to a similar position within the same classification. Requests for, and approvals of, unpaid leave shall be made in writing.

While on leave without pay status, an employee shall not accumulate paid leave or holiday pay. An employee on a non-FMLA unpaid leave of absence will be given COBRA notification regarding their health insurance benefits.

DCT may revoke an unpaid leave of absence for business reasons upon one week's written notice to the employee that they must return to work. An employee on an unpaid leave of absence who is determined to be using the leave for purposes other than for which the leave was granted may be subject to disciplinary action and ordered to return to work immediately.

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XXXVII. MILITARY LEAVE

Military leave is governed by O.R.C. Chapters 5903, 5906 and 5923 and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

A. Paid Military Leave

DCT employees who are members of the Ohio organized militia or members of other reserve components of the armed forces, including the Ohio National Guard, are entitled to military leave. Employees requesting military leave must submit a written request to DCT as soon as they become aware of such orders. Employees must provide the published order or a written statement from the appropriate military authority with the request for leave.

Pursuant to O.R.C. § 5923.05, employees are authorized up to twenty-two (22) eight (8)-hour working days or one hundred seventy-six (176) hours within a federal fiscal year. Public safety employees as defined in O.R.C. § 5923.05 are authorized up to seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours, within one federal fiscal year. During this period, employees are entitled to receive their regular pay in addition to compensation from military pay. Any employee required to be serving military duty in excess of twenty-two (22) days or 176 hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for Public safety employees, in a federal fiscal year due to an executive order issued by the President of the United States or an act of Congress or by the Governor in accordance with law shall be entitled to a leave of absence. During this leave of absence, employees are entitled to be paid a monthly amount equal to the lesser of (1) the difference between the employee's gross monthly wage and their gross monthly uniformed pay and allowances received for the month, or (2) five hundred dollars ($500). No employee is entitled to receive this benefit if the amount of gross military pay and benefits exceeds the employee's gross wages from DCT for that period.

Employees who are on military leave in excess of twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, in a federal fiscal year may use their accrued vacation leave, personal leave or compensatory time while on military leave. Employees who elect this option shall accrue vacation leave and sick leave while on such paid leave.

For military leave up to twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, in a federal fiscal year, the employee shall continue to be entitled to health insurance benefits as if they are working. These benefits shall continue beyond this period if the employee is on military leave and elects to utilize paid leave. Employees who exceed the twenty-two (22) days or one hundred seventy-six (176) hours, or seventeen (17) twenty-four (24) hour days or four hundred eight (408) hours for public safety employees, and do not elect to utilize paid leave are not entitled to the health insurance benefits on the same basis as if they are working. In these circumstances, employees will be provided notice of their rights to continue this coverage at their cost in accordance with applicable law.

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XXXVIII. PERSONNEL FILES

DCT shall maintain personnel files for all DCT employees. Such files may include individual employment data, payroll information, schedules, records of additions or deductions, application forms, and records pertaining to hiring, promotion, demotion, transfer, layoff and termination. Personnel files shall be available to members of the public in accordance with the law. An employee shall have a right of reasonable inspection of their official personnel file. No personnel records shall be removed from the official records unless in accordance with state or federal law or in accordance with DCT's retention of records policy**.**

When a public records request is made for an employee's records, DCT will endeavor to inform the employee of the request in advance of the release of records. DCT will make reasonable efforts to redact personal information, and other non-public information, from the files before release. Notifying the employee of the release may not result in an unreasonable delay in releasing the records pursuant to an appropriate request. Employees are responsible for taking legal action in the event they wish to prohibit release of the requested documents to the requesting individual or entity.

Employees must timely advise DCT of any change in name, address, marital status, telephone number, number of tax exemptions, citizenship, or association with any government military service organization.

DCT will maintain medical, and drug and alcohol testing files separately from general personnel files. These files will be stored in a secure, confidential manner and will only be accessible to authorized personnel. This practice ensures compliance with privacy regulations and safeguards the confidentiality of sensitive information.

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XXXIX. REHIRING RETIRED OPERS MEMBERS

A. DCT Employees Who Take OPERS Retirement May Be Rehired Subject To The Following

1. In accordance with O.R.C. §145.381, if the retiring employee is subject to hire through a Board, then sixty (60) days prior to rehire in the same job from which the employee retired, the hiring Board must give public notice of the employee's intent to rehire. The hiring Board must then hold a public hearing on the issue between fifteen (15) and thirty (30) days prior to the retired employee's rehire date.

2. At the time of retirement, the employee must be paid all accrued vacation time.

3. When rehired, the employee will begin accruing vacation as a new employee. The employee will not receive credit for prior years' service in determining the vacation accrual rate.

4. If the employee requests payment of sick leave upon retirement, the employee will start with a zero balance and accrue sick leave as a new employee. The employee will not be eligible for any future payment of unused sick leave earned during post-retirement employment.

5. If the employee does not request payment of sick leave upon retirement, the employee may retain the sick leave balance for use when rehired provided the employee's re-hire date is within ten years of their retirement. If the employee chooses not to request payout upon retirement, the employee shall not be eligible for any payment of unused sick leave upon separation from the post-retirement employment.

6. Employees who are rehired subsequent to taking OPERS retirement will receive no credit for prior service. Rehired employees will start a new period of classified service for the purpose of calculating service credits in the event of layoff or other action affecting their employment.

7. Employees are required to notify their employer of their retirement date. DCT reserves the right to start a rehired employee at a newly negotiated rate of pay.

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XL. AUDITOR OF STATE FRAUD REPORTING SYSTEM

The Ohio Auditor of State's Office maintains a system for reporting fraud, including the misuse of public money by any official or office. The system allows all Ohio citizens, including public employees, the opportunity to make anonymous complaints through a toll free number, the Auditor of State's website, or the United States mail. Contact information is as follows:

Telephone: 1-866-FRAUD OH (1-866-372-8364) US Mail: Ohio Auditor of State's Office

Special Investigations Unit

88 East Broad Street

P.O. Box 1140

Columbus, OH 43215

Web: www.ohioauditor.gov

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XLI. EMPLOYEE INFORMATION AND RECORDS

A. Employee Information

The appropriate Appointing Authority shall establish and maintain a personnel file for each employee. The employee is responsible for providing the employer with the following information: the employee's legal name, address, telephone number, social security number, tax exemptions, affiliation with any branch of the armed services, the name and phone number of a person to contact in case of an emergency, loss of licensure or insurability, if applicable, and, any other requested information. In addition to providing this information, the employee is also responsible for promptly reporting any change in the information.

In the event the employer must send correspondence or other documentation to an employee who is on leave, the employer will mail the document to the last known address listed in the employee's personnel file. An employee will be considered to have constructive notice of any correspondence or documentation mailed to the employee's last known address.

B. Release of Records

With the exception of certain law enforcement entities, DCT, as well as, its employees is subject to the mandates of Chapter 1347 of the Ohio Revised Code regarding personal information systems. DCT maintains records that are manually stored and records that are stored using electronic data processing equipment. Records maintained by DCT include personal information (i.e. employee information required above).

Each DCT office shall appoint a Record's Custodian who is directly responsible for the office's personal information systems. DCT understands that it creates, receives, and maintains sensitive and private information, and will ensure that it collects, maintains, and uses only personal information that is necessary and relevant to the functions of DCT. Personal information maintained by DCT shall not be modified, destroyed, or disclosed without the approval of the Record's Custodian. DCT will continually monitor the personal information system, and make necessary adjustments to ensure the system's accuracy. Employees will be trained on the use of personal information, including review of this policy. Employees who use personal information in an unauthorized manner shall be subject to DCT's disciplinary policy.

Records maintained by DCT that are not defined as "public records" in §149.43 of the Ohio Revised Code or other applicable provisions of law, shall not be released from an employee's personnel file unless specifically authorized by such employee in writing. Pursuant to applicable law, medical records are not public records and are maintained in a separate file. Records maintained by DCT that are defined as public records shall be released in accordance with law. DCT will attempt to give employees at least twenty-four hours notice before releasing their personal information in response to a public records request.

C. Review of File

Each employee shall have the right, with reasonable notice, to examine their personnel file. Such examination shall be made on non-work time or at some other mutually agreeable time. If an employee disputes the accuracy, timeliness, relevance, or completeness of documents in their file, the employee may submit a written request that the Appointing

Authority investigate the current status of the information. The Appointing Authority will make a reasonable investigation to determine the accuracy, timeliness, relevance, and completeness of the file, and will notify the employee of the results of the investigation and any plans the Appointing Authority has to take action with respect to the disputed information.

Employees are not permitted to alter, add or remove documents or other information contained in their personnel files absent express authorization from the appropriate Appointing Authority. An employee who alters, adds or removes documents or information from their personnel file without prior approval may be subject to discipline. Employees may submit a statement to be attached to any disputed document.

XLII. CRIMINAL BACKGROUND CHECKS

A. **PROCUREMENT OF BACKGROUND CHECKS.** The DCTB will request a background check only for legitimate, job-related employment, contractor review, or for job placement purposes. Background checks of pending charges and criminal conviction records may be conducted by the state Bureau of Criminal Information and Investigation (BCII) and Federal Bureau of Investigations (FBI) or the Bureau of Motor Vehicles. Authorized personnel as defined will be the only authorized personnel to request criminal background information. Criminal Background Checks will be conducted by SourcePoint. All background check information will be forwarded to the Department Head or Designee.

B. **WRITTEN PERMISSION FOR BACKGROUND CHECKS**. The criminal background check report is considered public information. The DCTB will procure a background check report only with the written permission of the individual. Refusal to provide written permission to conduct a criminal background check is grounds for withdrawal of any offers of employment or contract services.

C. **INFORMATION INSPECTION OF BACKGROUND CHECKS**. The DCTB will, upon request and proper identification of any individual, allow the inspection of any and all background checks maintained regarding that individual.

D. **CONFIDENTIALITY OF BACKGROUND CHECKS.** Although the criminal background check report is public record, the DCTB will maintain background check information in strict confidence and will not disclose it absent written request.

E. **PROCUREMENT OF CONVICTION AND ARREST RECORDS.** Individuals are required to disclose information concerning criminal convictions, and the DCTB reserves the right to obtain information regarding convictions from outside sources. The DCTB will not ask an individual to disclose information concerning any arrest that did not result in conviction, nor will the DCTB seek this information from any other source, except that the DCTB may ask an individual about pending charges based upon an arrest for which he or she is currently released on bail or on his or her own recognizance pending trial.

F. **USE OF CONVICTION RECORDS.** The DCTB may consider as a possible justification for the refusal to hire, suspension, revocation, or termination of employment any conviction that relates to an applicant's potential performance in the job applied for or an employee's performance in the job the employee currently holds. In making this determination, the DCTB may consider the following factors:

1. the relationship between each conviction and the responsibilities of the position;
2. the nature and number of convictions;
3. the facts surrounding each offense;
4. the length of time between the conviction(s) and the employment decision;
5. the employment history of the individual before and after the conviction;
6. the rehabilitation efforts of the individual;
7. the possibility that a particular conviction would prevent job performance in an

acceptable businesslike manner; and

8. prohibited offenses as defined by the Council for Older Adults Senior Choices, as well as personal character standards that are met for each offense and how they relate to senior choices personal character standards.

In most cases, the Executive Director or Appointing Authority will make the determination as to an employee's eligibility for hire or continued employment based on the background check and above listed criteria. In the event that a conviction is identified, the applicant will be notified and given the opportunity to demonstrate that an exclusion should not be applied. This information will be considered by the DCTB before the exclusion is finalized. However, any applicant that has been convicted of a felony crime within seven (7) years of date of conviction to date of application will be ineligible for hire. Furthermore, if a current employee is convicted of a felony crime, the employee will be immediately terminated. If it is determined that an individual is eligible for employment, a written summary of the review.

XLIII. ELECTRONIC DEVICES

DCT management may require that employees in certain positions or perform certain job tasks carry an ED, specifically a cell phone or tablet, on their person for efficient operations of transportation services. When required, DCT will either issue the employee the ED for business use only or will provide a financial allowance for the use of his/her personal cell phone. Other employees may at their option choose to carry a personal cell phone. Employees that are not required in their position to carry a cell phone, but do so at their option, will be provided with a financial allowance if:

A. ORC 4511.204 (A) states that no person shall operate a motor vehicle, trackless trolley, or streetcar on any street, highway, or property open to the public for vehicular traffic while using, holding, or physically supporting with any part of the person's body and electronic wireless communications device.

B. DCT owned and issued ED's may only be used for DCT business. Personal use or phone calls, either incoming, or outgoing are prohibited. Employees that violate this section of the policy are subject to DCT's established disciplinary policy up to and including termination of employment with DCT.

C. Phone calls or other personal use of any nature on personal owned cell phones or any other ED's shall only be made when the Motor Vehicle is engaged in park or off, and the Power Equipment is off and not in use.

D. DCT issued tablet are only to be used while the vehicle is not in motion. Interaction should be limited to brief usage only if it doesn't interfere with safety and being aware of your surroundings, per DCT's training program.

E. Under no circumstance should an ED either with or without a "hands-free" device, be used during the operation of A Motor Vehicle or power equipment.

Financial Allowance for Personal Cell Phones

Financial allowance for the use of personal cell phones will be reimbursed in each pay period based on a monthly rate established as follows:

A. Tier 1- $75.00 per month

Employees that are required for emergency situations during and outside of their normal work hours: Operations Director, Operations Manager, Safety & Security Manager, Facilities & Technology Manager

B. Tier 2-$50.00 per month

Employees that could be contacted to assist with emergencies, or are to be readily accessible to Tier 1 Employees for business continuity: Dispatchers, Operators, Executive Assistant, Mobility Manager, Road Supervisor(s), Mechanic(s)

C. Tier 3-$25.00 per month

Employees who are not required in their position to carry a cell phone, but do so at their option, will be provided a financial allowance if:

1. The employee uses their cell phone for DCT business and,

2. Allows DCT administration and management to publish the cell phone number internally for DCT business.

Cell phones are the only electronic device that qualify for a financial allowance.

Cell phone allowances are not reimbursements and therefore are subject to applicable federal, state, and/or local withholding taxes.

Other ED's will not be reimbursed through this policy.

I have received my copy of the Delaware County Transit Personnel Policy Manual, which includes the following policies:

- Classification Status
- Management Responsibilities
- Professional Conduct
- Equal Employment Opportunity
- Americans With Disability Act
- Unlawful Discrimination and Harassment
- Medical Examinations and Disability Separation
- Drug And Alcohol Policy
- Tobacco Use Policy
- Lactation Breaks
- Job Assignments / Temporary Assignments
- Performance Evaluations
- Hours Of Work and Overtime
- Reporting To Work and Tardiness
- Layoff
- Probationary Period
- Ethics/Conflicts of Interest
- Nepotism
- Outside Employment
- Political Activity
- Investigations Corrective Action and Discipline
- Complaint Procedure
- Solicitation
- DCT Property
- Computer Use & Cybersecurity Policy
- Social Media Policy
- Concealed Carry
- Workplace Violence
- Contact With News Media/Citizens
- Sick Leave
- Family Medical Leave Act ("FMLA")
- Civic Duty Leave
- Vacation And Personal Leave
- Holidays
- Unpaid Leave
- Military Leave
- Personnel Files
- Rehiring Retired OPERS Members
- Auditor Of State Fraud Reporting System
- Employee Information and Records
- Criminal Background Checks
- Electronic Devices

INITIAL

I agree that I am responsible for knowing its contents. _____

I understand if I have any further questions, I will contact my supervisor or the department head. _____

I understand that these policies are not all inclusive of the policies that I must follow as a DCT employee. _____

I understand that each department has departmental-specific policies and I will become familiar with the policies that I am required to follow. _____

I understand that the Personnel Policy Manual and the DCT Standard Operating Procedures, which contain additional policies are available online for my review at (DCT Website Link) _____

I acknowledge and understand that this manual does not create a contract of employment with DCT for any purpose. _____

I agree and understand that any and all provisions of this manual may be modified or eliminated, without advance notice to me, at any time. _____

Print Name _____ Signature_____

Date _____

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-01

In the matter of attendance Roll Call for the regular meeting of the Delaware County Transit Board:

Roll Call for board members for the regular meeting of Delaware County Transit Board was as follows:

PRESENT	NAME	COMMENT
	Chairman Ferzan Ahmed	
absent	Vice Chair Beth Futryk	
	Mrs. Sarah Huffman	
	Mr. Bruce Luecke	
	Mrs. Jill Love	
	Mr. Jason Sanson	
	Mr. Ben Turner	

Chairman

Secretary

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-02

In the matter of approving the Consent Agenda for June 19th, 2024 consisting of:

a.) Approval of the Agenda for June 19th, 2024;

b.) Approval of the record of the April 17th, 2024 Board Meeting;

Chairman

Secretary

RESOLUTION 24-06-03

In the matter of approving a space agreement with ECH Pathways, LLC.;

WHEREAS, the Delaware County Transit Board (DCTB) seeks to secure suitable and conducive space for its upcoming Board Retreat to facilitate productive discussions and collaborations among its members;

WHEREAS, ECH Pathways, LLC. has offered a space that meets the requirements and expectations outlined by Delaware County Transit for conducting its Board Retreat;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the space agreement with ECH Pathways, LLC. for the purpose of conducting the upcoming Board Retreat and provides the Executive Director the authority to execute the contract on behalf of the Board.

_____ _____

Chairman Secretary

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-04

In the matter of approving the Fourth Amendment to the Contract with the Delaware County Board of County Commissioners;

WHEREAS, the parties entered into a Contract for the Purchase of Transportation Services on July 1, 2022;

WHEREAS, the parties agree to amend the contract and extend the service period through June 30, 2025;

WHEREAS, the contract maximum for the service period July 1, 2024, through June 30, 2025, shall be $250,000.

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the Fourth Amendment to Contract for the Purchase of Transportation Services between Delaware County Board of County Commissioners and Delaware County Transit Board, and provides the Executive Director the authority to execute the contract on behalf of the Board.

_____ _____

Chairman Secretary

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-05

In the matter of approving the updated and edited Personnel Policy Manual;

WHEREAS, the Delaware County Transit Board recognizes the need to maintain an up-to-date and comprehensive Personnel Policy Manual to ensure clarity, consistency, and compliance with applicable laws and regulations;

WHEREAS, the revised Personnel Policy Manual has been carefully edited to improve readability, accuracy, and applicability to all employees;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the updated and edited Personnel Policy Manual and provides the Executive Director the authority to execute on behalf of the Board.

_____ _____

Chairman Secretary

RESOLUTION 24-06-06

In the matter of approval to Render Thirteen (13) Policies as Obsolete;

WHEREAS, the current Personnel Policy Manual has undergone a thorough review and revision process to incorporate improvements, streamline content, and enhance usability;

WHEREAS, during this revision process, the following thirteen (13) policies have been integrated into the new comprehensive Personnel Policy Manual, rendering the original standalone versions of these policies obsolete;

Advertising	Employee	Temporary Home Ramping Systems
Affirmative Action/Civil Rights	Employee File	Unlawful Discrimination and Harassment
Criminal Background Checks	Employee Leave	Utility Cart
Disciplinary Policy	Firearms and Weapons	
Electronic Devices	FMLA	

WHEREAS, the revised Personnel Policy Manual has been reviewed and endorsed by relevant stakeholders within the organization;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the rendering of 13 policies as obsolete and provides the Executive Director the authority to execute on behalf of the Board.

_____ _____

Chairman Secretary

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-07

In the matter of approval to Terminate the First Friday Shuttle Service;

WHEREAS, Delaware County Transit has provided the First Friday Shuttle Service to the community, offering transportation options at no charge during monthly First Friday events;

WHEREAS, a thorough review and evaluation of the First Friday Shuttle Service have been conducted, including ridership statistics, cost-effectiveness, and overall demand;

WHEREAS, the evaluation has determined that the First Friday Shuttle Service is no longer sustainable due to high operational costs;

WHEREAS, Delaware County Transit is committed to optimizing resources and reallocating them to better serve the transportation needs of the community;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the termination of the First Friday Shuttle Service and provides the Executive Director the authority to execute on behalf of the Board.

_____ _____

Chairman Secretary

Delaware County Transit Board June 19th, 2024

RESOLUTION 24-06-08

In the matter of approval to Extend Service Hours for FLEX for Select Dates within the City of Delaware;

WHEREAS, Delaware County Transit strives to provide efficient and responsive transportation services to meet the needs of the community;

WHEREAS, there has been identified a demand for extended service hours for the FLEX transit service on select dates within the City of Delaware to accommodate special events, increased ridership, and other community needs;

WHEREAS, the extension of FLEX service hours would enhance accessibility and convenience for residents and visitors, promoting greater use of public transportation;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Transit Board hereby approves the Extension of Service Hours for FLEX for select dates within the City of Delaware and provides the Executive Director the authority to execute on behalf of the Board.

_____ _____

Chairman Secretary