

Auburn Vocational School District BOARD OF EDUCATION

Minutes of September 3, 2019

The September 3, 2019 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

Upon roll call, the following members were present:

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

Absent: Mrs. Wheeler

Administrators: Brian Bontempo, Sherry Williamson and Jeff Slavkovsky

145-19 Approve Agenda

A motion was made by Mr. Kent and seconded by Mr. Klima to approve the September 3, 2019 agenda.

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

Nays: None

Mr. Walter declared the motion passed

146-19 Approve Minutes Last Meeting

A motion was made by Mr. Kent and seconded by Mr. Sedivy to approve the minutes of the August 6, 2019 Regular Board meeting.

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

Nays: None

Mr. Walter declared the motion passed

Public Participation – None

Administrative Report

- a) Presentation – Data Story

Facilities Committee Report – Mr. Jeff Slavkovsky gave a monthly update

Recruitment/Curriculum Subcommittee – Next Meeting September 19, 2019

Render Financial Reports

ORC 3313.29-The treasurer shall render a statement to the board and to the superintendent of the school district, monthly, or more often if required, showing the revenues and receipts from whatever sources derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the assets and liabilities of the school district. The financial statements for the period ending July 31, 2019 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #9)

No Action Required.

147-19 Approve Permanent Appropriations for Fiscal Year 2019-2020

A motion was made by Mr. Klima and seconded by Mrs. Brush to approve the permanent appropriations for fiscal year 2019-2020. (Attachment Item #10)

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

Nays: None

Mr. Walter declared the motion passed

148-19 Approve Donation

A motion was made by Mrs. Brush and seconded by Mr. Kent to approve the donation of Arjent Lightbar R2S2 by Federal Signal from Painesville City Police Department of Painesville, Ohio. This item is for our Criminal Justice & Security program.

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

Nays: None

Mr. Walter declared the motion passed

149-19 Approve Human Resources

A motion was made by Mrs. Javins and seconded by Mr. Klima to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplementals, Substitutes, Separations and Student Intern positions. (Attachment Item #12)

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

Nays: None

Mr. Walter declared the motion passed

150-19 Approve District Organizational Chart 2019-2020

A motion was made by Mrs. Javins and seconded by Mr. Kent to approve the district organizational chart for the 2019-2020 school year, for the purpose of Auburn's Practical Nursing accreditation for the Ohio Board of Nursing. (Attachment Item #13)

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

Nays: None

Mr. Walter declared the motion passed

151-19 Approve Resolution

A motion was made by Mrs. Brush and seconded by Mr. Cahill to amend Resolution 006-19 to change the name of the "Recruitment/Curriculum Subcommittee" to the "Curriculum, Enrollment, and Retention Subcommittee."

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

Nays: None

Mr. Walter declared the motion passed

152-19 Approve Blackboard One-Year Renewal Contract

A motion was made by Mrs. Javins and seconded by Mr. Stefanko to approve a one-year renewal of the Blackboard License and Service Agreement contract for October 1, 2019 thru June 30, 2020, for \$37,500.00. Which will be paid out of the VEPD Grant. (Attachment Item #15)

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

Nays: None

Mr. Walter declared the motion passed

153-19 Approve Local Professional Development Standards & Guidelines

A motion was made by Mr. Sedivy and seconded by Mrs. Brush to approve the local professional development standards & guidelines for renewal of certificates/licenses of professional staff. (Attachment Item #16)

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

Nays: None

Mr. Walter declared the motion passed

154-19 Consent Agenda: Contracts/Affiliation Agreements

A motion was made by Mr. Klima and seconded by Mr. Kent to approve items 17a-17i as a Consent Agenda item.

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

Nays: None

Mr. Walter declared the motion passed

155-19 Consent Agenda: Contracts/Affiliation Agreements

A motion was made by Mrs. Brush and seconded by Mrs. Javins to approve the following contracts and affiliation agreements:

- a. *Practical Nursing Affiliation Agreement (Attachment Item #17A)*
- b. *Teaching Professions Pathway Affiliation Agreements (Attachment Item 17B)*
- c. *College Tech Prep Articulation Agreement with Kent State University (Attachment Item #17C)*
- d. *K12 License and Support Agreement (Attachment Item #17D)*
- e. *Master Electric Energy Sales Agreement (Attachment Item #17E)*
- f. *403(b)/457(b) Investment Provider Service Agreement (Attachment Item #17F)*
- g. *Business Partnership Affiliation Agreement (Attachment Item #17G)*
 - a. *Avalign Integrated LLC*

h. *Marketplace/Events (Attachment Item #17H)*

Agreement between Auburn Career Center and Marketplace Events LLC (MPE) to provide landscaping for the 2020 Great Home and Garden Show, January 31 – February 9, 2020 at the I-X Center.

i. *Lake/Geauga Educational Assistance Foundation (Attachment Item #17I)*

Agreement between Auburn Career Center and Lake/Geauga Educational Assistance Foundation to provide college access and financial aid advisor to our high school students during the 2019-2020 school year.

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

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

Nays: None

Mr. Walter declared the motion passed

156-19 Resolution to Approve the Purchase of a School Van

A motion was made by Mrs. Javins and seconded by Mrs. Brush to authorize the Superintendent and or Treasurer to negotiate the purchase of a school van for staff and student transportation, not to exceed \$35,000.

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

Nays: None

Mr. Walter declared the motion passed


157-19 Adjourn

A motion was made by Mr. Cahill and seconded by Mr. Kent to adjourn the meeting at 7:33 p.m.

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

Nays: None

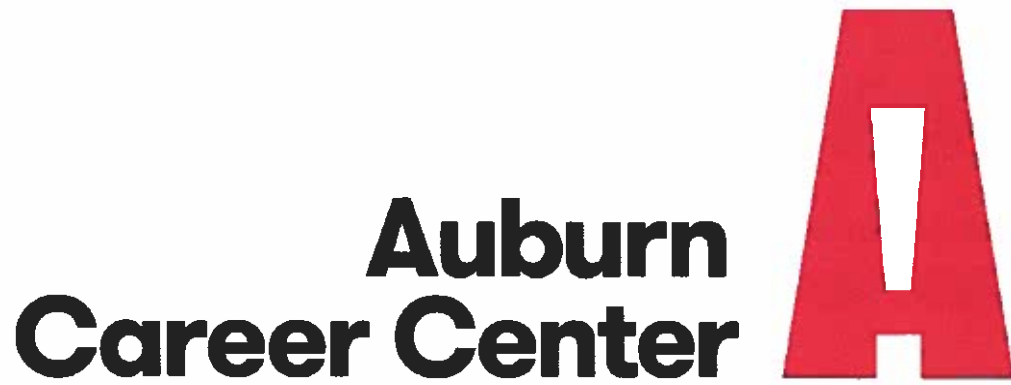
Mr. Walter declared the motion passed



Treasurer



Board President



Attachment Item #9

Render Financial Reports

Auburn Career Center
Cash Fund Balance Report
July 31, 2019

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Fund	Description	FY Beginning	MTD	FYTD	MTD	FYTD	Current	Current	Unencumbered
		Fund Balance	Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance
001	General Fund	\$ 6,474,056.44	\$ 2,355,807.14	\$ 2,355,807.14	\$ 626,518.24	\$ 626,518.24	\$ 8,203,345.34	\$ 1,786,144.69	\$ 6,417,200.65
002	Bond Retirement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
003	Permanent Improvement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
004	Building	\$ 1,093,230.30	\$ 4,583.33	\$ 4,583.33	\$ 357,752.00	\$ 357,752.00	\$ 740,061.63	\$ 661,831.90	\$ 78,229.73
006	Food Service	\$ -	\$ -	\$ -	\$ 6,888.42	\$ 6,888.42	\$ (6,888.42)	\$ 32,433.00	\$ (39,321.42)
009	USSF	\$ 22,101.11	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ 22,151.11	\$ -	\$ 22,151.11
011	Rotary	\$ 1,207.21	\$ -	\$ -	\$ 38.00	\$ 38.00	\$ 1,169.21	\$ 1,605.00	\$ (435.79)
012	Adult Education	\$ 108,927.89	\$ 72,125.03	\$ 72,125.03	\$ 116,811.85	\$ 116,811.85	\$ 64,241.07	\$ 110,627.11	\$ (46,386.04)
014	Rotary Internal Service Fund	\$ 2,605.73	\$ -	\$ -	\$ -	\$ -	\$ 2,605.73	\$ 1,450.00	\$ 1,155.73
018	Principal Fund	\$ 12,934.14	\$ 750.00	\$ 750.00	\$ 8,794.75	\$ 8,794.75	\$ 4,889.39	\$ 20,344.25	\$ (15,454.86)
019	Trust Fund-Camp Discovery	\$ 162,070.36	\$ -	\$ -	\$ 64,443.27	\$ 64,443.27	\$ 97,627.09	\$ 9,800.00	\$ 87,827.09
022	District Agency	\$ 10,304.76	\$ -	\$ -	\$ -	\$ -	\$ 10,304.76	\$ 1,000.00	\$ 9,304.76
024	Employee Self Insurance Fund	\$ 9,330.40	\$ -	\$ -	\$ 1,028.70	\$ 1,028.70	\$ 8,301.70	\$ 613.24	\$ 7,688.46
70	Capital Projects	\$ 304,345.32	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	\$ 298,845.32	\$ 292,148.00	\$ 6,697.32
200	Student Activity Fund	\$ 79,290.07	\$ -	\$ -	\$ -	\$ -	\$ 79,290.07	\$ 4,121.26	\$ 75,168.81
451	Data Communication Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
499	Miscellaneous State Grants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
501	ABLE Literacy Fund	\$ 4,455.44	\$ -	\$ -	\$ 20,551.15	\$ 20,551.15	\$ (16,095.71)	\$ 22,920.34	\$ (39,016.05)
524	VERPD Secondary and Adult Fund	\$ 44,328.18	\$ -	\$ -	\$ 90,337.36	\$ 90,337.36	\$ (46,009.18)	\$ 14,769.60	\$ (60,778.78)
599	Miscellaneous Fed Grants (REAP)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Grand Totals	\$ 8,329,187.35	\$ 2,433,315.50	\$ 2,433,315.50	\$ 1,298,663.74	\$ 1,298,663.74	\$ 9,463,839.11	\$ 2,959,808.39	\$ 6,504,030.72

This is an unaudited financial report.

Auburn Career Center
Appropriation Account Summary
7/31/2019

Fund	Dec Description	FYTD Appropriated	Encumbrances Carryover	FYTD Expendable	FYTD Expenditures	MTD Expenditures	Encumbered	FYTD Remaining	Percent Exp/Enc
001	General Fund	\$ 7,453,396.66	\$ 121,716.65	\$ 7,575,113.31	\$ 626,518.24	\$ 626,518.24	\$ 1,796,144.69	\$ 5,162,450.38	31.85%
002	Bond Retirement	\$ 613,599.00	\$ -	\$ 613,599.00	\$ -	\$ -	\$ -	\$ 613,599.00	0.00%
003	Permanent Improvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
004	Construction	\$ 78,229.73	\$ 1,019,583.90	\$ 1,097,813.63	\$ 357,752.00	\$ 357,752.00	\$ 661,831.90	\$ 78,229.73	0.00%
006	Lunchroom Fund	\$ 146,997.57	\$ -	\$ 146,997.57	\$ 6,888.42	\$ 6,888.42	\$ 32,433.00	\$ 107,676.15	26.75%
009	Uniform School Supply Fund	\$ 22,151.11	\$ -	\$ 22,151.11	\$ -	\$ -	\$ -	\$ 22,151.11	0.00%
011	Customer Service Fund	\$ 1,207.21	\$ -	\$ 1,207.21	\$ 38.00	\$ 38.00	\$ 1,605.00	\$ (435.79)	196.10%
012	Adult Education Fund	\$ 1,289,263.27	\$ 12,114.08	\$ 1,281,377.35	\$ 116,811.85	\$ 116,811.85	\$ 110,627.11	\$ 1,053,938.39	17.75%
014	Rotary Internal Service Fund	\$ 1,155.73	\$ 1,450.00	\$ 2,605.73	\$ -	\$ -	\$ 1,450.00	\$ (15,454.86)	55.65%
018	Principal Fund	\$ 2,000.00	\$ 11,684.14	\$ 13,684.14	\$ 8,794.75	\$ 8,794.75	\$ 20,344.25	\$ (15,454.86)	212.94%
019	Other Grants	\$ 159,423.58	\$ 2,646.78	\$ 162,070.36	\$ 64,443.27	\$ 64,443.27	\$ 9,800.00	\$ 87,827.09	0.00%
022	Scholarships	\$ 9,304.76	\$ 1,000.00	\$ 10,304.76	\$ -	\$ -	\$ 1,000.00	\$ 9,304.76	9.70%
024	Employee Benefits	\$ 7,974.49	\$ 1,355.91	\$ 9,330.40	\$ 1,028.70	\$ 1,028.70	\$ 613.24	\$ 7,688.46	17.60%
70	Capital Projects	\$ 132,948.32	\$ 171,397.00	\$ 304,345.32	\$ 5,500.00	\$ 5,500.00	\$ 292,148.00	\$ 6,697.32	97.80%
200	Student Activities	\$ 79,050.07	\$ 240.00	\$ 79,290.07	\$ -	\$ -	\$ 4,121.26	\$ 75,168.81	5.20%
451	School Net Connectivity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
499	Misc. State Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
501	ABLE Literacy Fund	\$ 388,049.39	\$ 4,455.44	\$ 342,504.83	\$ 20,551.15	\$ 20,551.15	\$ 22,920.34	\$ 299,033.34	12.69%
524	VEPD Secondary and Adult	\$ 392,759.86	\$ 44,328.18	\$ 437,088.04	\$ 90,337.36	\$ 90,337.36	\$ 14,769.60	\$ 331,981.08	24.05%
	Grand Total	\$ 10,707,510.75	\$ 1,391,972.08	\$ 12,099,482.83	\$ 1,298,663.74	\$ 1,298,663.74	\$ 2,959,808.39	\$ 7,841,010.70	35.20%

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

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

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	Monthly Comparison				Annual Comparison				Temp. Budget 2020 - Estimate	Remain 2020	Budget Expended
	July FY18	July FY19	July FY20	Avg Chg	Actual 2018	Actual 2019	2020 - Estimate				
Revenue											
Real Estate	\$ 2,086,300	\$ 1,537,700	\$ 2,089,400		\$ 4,916,774	\$ 5,781,137	\$ 4,921,229	\$ 2,831,829	42%		
Commercial	\$ -	\$ -	\$ -		\$ 919,294	\$ -	\$ 859,906	\$ 859,906	0%		
Tangible Personal (FV)	\$ -	\$ -	\$ -		\$ 414,345	\$ 370,973	\$ 370,973	\$ 370,973	0%		
Foundation	\$ 180,645	\$ 202,251	\$ 189,747		\$ 2,394,304	\$ 2,328,865	\$ 2,328,868	\$ 2,139,121	8%		
Homestead & Rollback	\$ -	\$ -	\$ -		\$ 809,948	\$ 830,183	\$ 830,183	\$ 830,183	0%		
Other	\$ 29,732	\$ 40,407	\$ 30,112		\$ 409,978	\$ 772,987	\$ 487,566	\$ 457,454	6%		
Subtotal	\$ 2,296,677	\$ 1,780,358	\$ 2,309,258		\$ 9,864,643	\$ 10,084,145	\$ 9,798,725	\$ 7,489,467	24%		
Expense											
Salaries	\$ 324,922	\$ 313,312	\$ 360,103	5.7%	\$ 3,821,328	\$ 4,028,581	\$ 4,146,310	\$ 3,786,207	9%		
Benefits	\$ 141,198	\$ 139,076	\$ 163,319	8.7%	\$ 1,730,209	\$ 1,784,566	\$ 1,895,339	\$ 1,730,020	9%		
Purchased Services	\$ 117,990	\$ 96,907	\$ 73,067	-21.2%	\$ 1,441,037	\$ 1,542,845	\$ 1,514,140	\$ 1,441,073	5%		
Supplies	\$ 5,035	\$ 9,435	\$ 16,849	83.0%	\$ 428,385	\$ 492,966	\$ 518,063	\$ 501,214	3%		
Equipment	\$ -	\$ -	\$ 2,389	0.0%	\$ 175,255	\$ 251,690	\$ 519,970	\$ 517,581	0%		
Other	\$ 3,812	\$ 9,301	\$ 10,900	80.6%	\$ 132,419	\$ 133,098	\$ 147,820	\$ 136,920	7%		
Subtotal	\$ 592,957	\$ 568,031	\$ 628,626		\$ 7,728,633	\$ 8,233,767	\$ 8,741,642	\$ 8,113,016	7%		
Revenue/Expense (Operating Balance)	\$1,703,720	\$1,212,327	\$1,680,632		\$ 2,136,010	\$ 1,850,378	\$ 1,057,083	\$ 1,057,083			
Other Uses											
Advances Returned	\$ 40,575	\$ 55,238	\$ 46,549		\$ 57,516	\$ (42,605)	\$ (42,605)	\$ (42,605)			
Advances Out	\$ -	\$ -	\$ -		\$ 82,468	\$ 178,129	\$ 178,129	\$ 178,129			
Transfers	\$ (2,059)	\$ (18,211)	\$ (2,108)		\$ 989,772	\$ 1,121,528	\$ 1,121,528	\$ 1,121,528			
Subtotal	\$ 42,634	\$ 73,449	\$ 48,657		\$ (1,014,724)	\$ (1,342,262)	\$ (1,342,262)	\$ (1,342,262)			
Beginning Cash	\$ 4,844,653	\$ 5,965,942	\$ 6,474,056		\$ 7,069,633	\$ 7,568,876	\$ 7,568,876	\$ 7,568,876			
Ending Cash	\$ 6,591,007	\$ 7,251,718	\$ 8,203,345		\$ 5,965,939	\$ 6,474,056	\$ 6,474,056	\$ 6,474,056			
Encumbrances	\$ 1,091,468	\$ 1,140,412	\$ 1,786,145		\$ 115,351	\$ 121,717	\$ 121,717	\$ 121,717			

Information taken from Form SM-2 as reported to ODE
 This is an unadited financial report.

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
Type: ACCOUNTS_PAYABLE										
Default Payment Type: Check										
23886	50119	ACCOUNTS_PA	Check	7/2/2019	CONCORD TOWNSHIP		11580 RECONCILED	7/11/2019		\$ 1,000.00
23901	50125	ACCOUNTS_PA	Check	7/8/2019	COAEMSP		40416 RECONCILED	7/26/2019		1,700.00
23921	50126	ACCOUNTS_PA	Check	7/8/2019	COMDOC INC.		8170 RECONCILED	7/10/2019		5,389.77
23910	50127	ACCOUNTS_PA	Check	7/8/2019	DOMINION ENERGY OHIO		4003 RECONCILED	7/12/2019		626.76
23917	50128	ACCOUNTS_PA	Check	7/8/2019	LAKE COUNTY SHERIFF'S OFFICE		11385 RECONCILED	7/10/2019		20.00
23906	50129	ACCOUNTS_PA	Check	7/8/2019	TIME WARNER CABLE - NORTHEAST ILLUMINATING COMPANY		13042 RECONCILED	7/12/2019		74.64
23909	50130	ACCOUNTS_PA	Check	7/8/2019	WESTERN RESERVE OFFICE SUPPLY		925 RECONCILED	7/9/2019		22,281.47
23926	50131	ACCOUNTS_PA	Check	7/8/2019	VERIZON WIRELESS		1065 RECONCILED	7/11/2019		69.35
23918	50133	ACCOUNTS_PA	Check	7/8/2019	VIVIANI FAMILY LIMITED		11774 RECONCILED	7/15/2019		1,514.87
23907	50134	ACCOUNTS_PA	Check	7/8/2019	CICOGNA ELECTRIC & SIGN LEAF		41575 RECONCILED	7/10/2019		3,275.00
23915	50135	ACCOUNTS_PA	Check	7/8/2019	AGM ENERGY SERVICES LLC		1519 RECONCILED	7/10/2019		250.00
23902	50136	ACCOUNTS_PA	Check	7/8/2019	WARREN ROOFING & INSULATING CO		41355 RECONCILED	7/12/2019		9,450.00
23911	50137	ACCOUNTS_PA	Check	7/8/2019	SHOUTPOINT, INC.		41569 RECONCILED	7/10/2019		345,752.00
23912	50138	ACCOUNTS_PA	Check	7/8/2019	OASBO, INC.		13704 RECONCILED	7/12/2019		1,035.00
23925	50139	ACCOUNTS_PA	Check	7/8/2019	LISA SPROWLS		8216 RECONCILED	7/12/2019		916.00
23920	50140	ACCOUNTS_PA	Check	7/8/2019	AMERICA EXPRESS		41755 RECONCILED	7/11/2019		76.56
23924	50141	ACCOUNTS_PA	Check	7/8/2019	CITY OF PVILLE UTIL.		40915 RECONCILED	7/11/2019		55.00
23899	50142	ACCOUNTS_PA	Check	7/8/2019	WELLS FARGO FINANCIAL		215 RECONCILED	7/12/2019		523.56
23900	50143	ACCOUNTS_PA	Check	7/8/2019			40583 RECONCILED	7/11/2019		3,924.00

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23905	50144	ACCOUNTS_PA	Check	7/8/2019	LEASING FUTURE IMAGE PROMOTIONS	41176	RECONCILED	7/10/2019		\$ 590.75
23904	50145	ACCOUNTS_PA	Check	7/8/2019	MUNICIPAL EMERGENCY SERVICES	41310	RECONCILED	7/9/2019		1,315.20
23922	50146	ACCOUNTS_PA	Check	7/8/2019	JOYCE DICK	41353	RECONCILED	7/9/2019		73.78
23914	50147	ACCOUNTS_PA	Check	7/8/2019	LOUISE VADASZ	41388	RECONCILED	7/9/2019		104.34
23913	50148	ACCOUNTS_PA	Check	7/8/2019	JEFF SLAVKOVSKY	13632	RECONCILED	7/9/2019		217.45
23908	50149	ACCOUNTS_PA	Check	7/8/2019	BRIAN BONTEMPO	41373	RECONCILED	7/9/2019		75.75
23916	50150	ACCOUNTS_PA	Check	7/8/2019	KIMBERLY DOWNING	41759	RECONCILED	7/10/2019		127.37
23903	50151	ACCOUNTS_PA	Check	7/8/2019	SCOTT SITZ	41607	RECONCILED	7/9/2019		291.95
23919	50152	ACCOUNTS_PA	Check	7/8/2019	SEAN DAVIS	40587	RECONCILED	7/9/2019		281.88
23935	50156	ACCOUNTS_PA	Check	7/17/2019	AT&T	171	RECONCILED	7/22/2019		2,288.11
23954	50157	ACCOUNTS_PA	Check	7/17/2019	USI INSURANCE SERVICES, LLC	41563	RECONCILED	7/22/2019		1,550.00
23964	50158	ACCOUNTS_PA	Check	7/17/2019	USI INSURANCE SERVICES, LLC	41563	RECONCILED	7/22/2019		32,070.00
23938	50159	ACCOUNTS_PA	Check	7/17/2019	LORRAINE M. FENDE	8426	RECONCILED	7/22/2019		581.08
23956	50160	ACCOUNTS_PA	Check	7/17/2019	LORRAINE M. FENDE	8426	RECONCILED	7/22/2019		1,106.03
23976	50161	ACCOUNTS_PA	Check	7/17/2019	LORRAINE M. FENDE	8426	RECONCILED	7/23/2019		312.89
23967	50162	ACCOUNTS_PA	Check	7/17/2019	LORRAINE M. FENDE	8426	RECONCILED	7/22/2019		2,065.50
23968	50163	ACCOUNTS_PA	Check	7/17/2019	LORRAINE M. FENDE	8426	RECONCILED	7/22/2019		521.34
23979	50164	ACCOUNTS_PA	Check	7/17/2019	DE LAGE LANDEN FINANCIAL	41637	RECONCILED	7/24/2019		646.78
23944	50165	ACCOUNTS_PA	Check	7/17/2019	AMATROL, INC	11354	RECONCILED	7/22/2019		135.00
23960	50166	ACCOUNTS_PA	Check	7/17/2019	AGM ENERGY SERVICES LLC	41355	RECONCILED	7/24/2019		5,500.00
23965	50167	ACCOUNTS_PA	Check	7/17/2019	HAAS FACTORY OUTLET	13302	RECONCILED	7/22/2019		145.00
23945	50168	ACCOUNTS_PA	Check	7/17/2019	HAAS FACTORY OUTLET	13302	RECONCILED	7/22/2019		105.00

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23973	50169	ACCOUNTS_PA	Check	7/17/2019	CRILE ROAD HARDWARE	551	RECONCILED	7/22/2019		\$ 480.68
23969	50170	ACCOUNTS_PA	Check	7/17/2019	OHIO ACTE	682	OUTSTANDING			4,500.00
23933	50171	ACCOUNTS_PA	Check	7/17/2019	LANDSTYLES, INC	41366	RECONCILED	7/18/2019		1,563.13
23980	50172	ACCOUNTS_PA	Check	7/17/2019	THYSSENKRUP P ELEVATOR CORP.	11792	RECONCILED	7/22/2019		1,475.57
23966	50173	ACCOUNTS_PA	Check	7/17/2019	REFRIGERATIO N SALES CORP.	56	RECONCILED	7/18/2019		165.78
23958	50174	ACCOUNTS_PA	Check	7/17/2019	IRON MOUNTAIN INC	11058	RECONCILED	7/22/2019		158.40
23953	50175	ACCOUNTS_PA	Check	7/17/2019	AT&T	171	RECONCILED	7/23/2019		171.35
23934	50176	ACCOUNTS_PA	Check	7/17/2019	LAKE CTY DEPT OF JOB & FAMILY	13530	RECONCILED	7/22/2019		289.29
23952	50177	ACCOUNTS_PA	Check	7/17/2019	CHARDON OIL CO.	8287	RECONCILED	7/18/2019		77.06
23977	50178	ACCOUNTS_PA	Check	7/17/2019	WELLS FARGO VENDOR FIN SERV	41459	RECONCILED	7/22/2019		1,681.00
23978	50179	ACCOUNTS_PA	Check	7/17/2019	KARLOVEC MEDIA GROUP	1614	RECONCILED	7/19/2019		200.00
23932	50180	ACCOUNTS_PA	Check	7/17/2019	CAREERSAFE	12972	RECONCILED	7/23/2019		12,000.00
23939	50181	ACCOUNTS_PA	Check	7/17/2019	TIME WARNER CABLE - NORTHEAST	13042	RECONCILED	7/22/2019		399.00
23963	50182	ACCOUNTS_PA	Check	7/17/2019	SPRINT	41733	RECONCILED	7/26/2019		87.12
23955	50183	ACCOUNTS_PA	Check	7/17/2019	AT&T	171	RECONCILED	7/22/2019		498.29
23943	50184	ACCOUNTS_PA	Check	7/17/2019	COLD HARBOR BUILDING CO.	40097	RECONCILED	7/18/2019		12,000.00
23972	50185	ACCOUNTS_PA	Check	7/17/2019	GCA SERVICES GROUP	41167	RECONCILED	7/19/2019		16,396.79
23940	50186	ACCOUNTS_PA	Check	7/17/2019	GENE PTACHEK & SON	640	RECONCILED	7/19/2019		1,270.00
23961	50187	ACCOUNTS_PA	Check	7/17/2019	JOHNSON CONTROLS FIRE PROTECTION LP	40669	RECONCILED	7/23/2019		850.72
23942	50188	ACCOUNTS_PA	Check	7/17/2019	SIEVERS SECURITY SYSTEMS INC	1931	RECONCILED	7/19/2019		1,157.70
23981	50189	ACCOUNTS_PA	Check	7/17/2019	FA SOLUTIONS	41342	RECONCILED	7/23/2019		1,788.00

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23949	50190	YABLE ACCOUNTS_PA	Check	7/17/2019	LCC MCPHILLIPS PLUMBING	11069	RECONCILED	7/18/2019		\$ 1,600.00
23936	50191	YABLE ACCOUNTS_PA	Check	7/17/2019	TROPHY WORLD	52	RECONCILED	7/23/2019		62.30
23975	50192	YABLE ACCOUNTS_PA	Check	7/17/2019	21ST CENTURY MEDIA - OHIO	414	RECONCILED	7/23/2019		193.55
23950	50193	YABLE ACCOUNTS_PA	Check	7/17/2019	MADISON LOCAL SCHOOLS	10906	RECONCILED	7/22/2019		10,833.34
23946	50194	YABLE ACCOUNTS_PA	Check	7/17/2019	EDGE DOCUMENT SOLUTIONS	40070	RECONCILED	7/22/2019		486.50
23947	50195	YABLE ACCOUNTS_PA	Check	7/17/2019	FIRST COMMUNICATI ONS LLC	10610	RECONCILED	7/19/2019		128.75
23951	50196	YABLE ACCOUNTS_PA	Check	7/17/2019	MAINSTREAM ENGINEERING	41501	RECONCILED	7/23/2019		252.50
23971	50197	YABLE ACCOUNTS_PA	Check	7/17/2019	GEAUGA COUNTY MAPLE LEAF	41573	OUTSTANDING			105.00
23974	50198	YABLE ACCOUNTS_PA	Check	7/17/2019	VERITIV OPERATING COMPANY	13596	RECONCILED	7/22/2019		1,322.00
23941	50199	YABLE ACCOUNTS_PA	Check	7/17/2019	COUNTRYSIDE TRUCK SERVICE INC.	41602	RECONCILED	7/19/2019		320.37
23959	50200	YABLE ACCOUNTS_PA	Check	7/17/2019	BOB'S GARAGE & TOWING IN ACT	12402	RECONCILED	7/25/2019		275.00
23957	50201	YABLE ACCOUNTS_PA	Check	7/17/2019		10857	RECONCILED	7/23/2019		24.99
23937	50202	YABLE ACCOUNTS_PA	Check	7/17/2019	COLLABORATIV E PARTNERS	41682	RECONCILED	7/19/2019		3,600.00
23970	50203	YABLE ACCOUNTS_PA	Check	7/17/2019	COLLABORATIV E PARTNERS	41682	RECONCILED	7/19/2019		3,600.00
23948	50204	YABLE ACCOUNTS_PA	Check	7/17/2019	EDUCATION STS	41552	RECONCILED	7/23/2019		783.00
23962	50205	YABLE ACCOUNTS_PA	Check	7/17/2019	EDUCATION HUNTINGTON NATIONAL BANK	41552	RECONCILED	7/23/2019		19.00
23993	50211	YABLE ACCOUNTS_PA	Check	7/29/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	7/31/2019		341.55
23994	50212	YABLE ACCOUNTS_PA	Check	7/29/2019	WEX BANK	41338	OUTSTANDING			219.47
23996	50213	YABLE ACCOUNTS_PA	Check	7/29/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	7/31/2019		578.53
23995	50214	YABLE ACCOUNTS_PA	Check	7/29/2019	LAKE COUNTY TREASURER HUNTINGTON	13926	OUTSTANDING			120.00
23998	50215	YABLE ACCOUNTS_PA	Check	7/29/2019		10092	RECONCILED	7/31/2019		1,868.62

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23999	50216	YABLE	ACCOUNTS_PA Check	7/29/2019	NATIONAL BANK L & R ASPHALT	41381	RECONCILED	7/31/2019		\$ 8,225.00
23997	50217	YABLE	ACCOUNTS_PA Check	7/29/2019	CONSULAB EDUCATECH INC	41689	OUTSTANDING			39,379.18
24001	50218	YABLE	ACCOUNTS_PA Check	7/30/2019	SAM'S CLUB	8469	RECONCILED	7/31/2019		825.72
24000	50219	YABLE	ACCOUNTS_PA Check	7/30/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	7/31/2019		5,653.60
24003	50220	YABLE	ACCOUNTS_PA Check	7/30/2019	OHIO DEPT OF JOB & FAMILY HUNTINGTON NATIONAL BANK	1877	OUTSTANDING			1,115.28
24004	50221	YABLE	ACCOUNTS_PA Check	7/30/2019	HUNTINGTON NATIONAL BANK	10092	RECONCILED	7/31/2019		1,251.79
24002	50222	YABLE	ACCOUNTS_PA Check	7/30/2019	AUTOBODY TOOL MART	12327	OUTSTANDING			6,554.84
24005	50223	YABLE	ACCOUNTS_PA Check	7/30/2019	INTERNAL REVENUE SERVICE	340	OUTSTANDING			708.77
\$ 595,775.52										
Electronic										
23896	0	YABLE	ACCOUNTS_PA Electronic	7/3/2019	Workers Comp	900950	RECONCILED	7/7/2019		1,138.78
24006	0	YABLE	ACCOUNTS_PA Electronic	7/31/2019	MEDICAL MUTUAL OF OHIO	999994	RECONCILED	7/31/2019		742.67
23986	0	YABLE	ACCOUNTS_PA Electronic	7/23/2019	Workers Comp	900950	RECONCILED	7/28/2019		969.22
23988	0	YABLE	ACCOUNTS_PA Electronic	7/23/2019	SCHOOL EMPLOYEES RETIRE-	7727	RECONCILED	7/27/2019		7,873.79
23894	0	YABLE	ACCOUNTS_PA Electronic	7/3/2019	SCHOOL EMPLOYEES RETIRE-	7727	RECONCILED	7/14/2019		8,387.57
23898	0	YABLE	ACCOUNTS_PA Electronic	7/3/2019	BANK ONE/MEMO/FIC A	900693	RECONCILED	7/7/2019		23.25
23928	0	YABLE	ACCOUNTS_PA Electronic	7/15/2019	FLEX SAVE	999992	RECONCILED	7/20/2019		100.00
23987	0	YABLE	ACCOUNTS_PA Electronic	7/23/2019	STATE TEACHERS RETIREMNT	480	RECONCILED	7/27/2019		25,965.02
23892	0	YABLE	ACCOUNTS_PA Electronic	7/2/2019	SERS	900926	RECONCILED	7/6/2019		1,178.75
23983	0	YABLE	ACCOUNTS_PA Electronic	7/23/2019	SERS	900926	RECONCILED	7/27/2019		1,165.08

Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23985	0	ACACCOUNTS_PA YABLE	Electronic	7/23/2019	BANK ONE/MEMO/ME DICARE	900663	RECONCILED	7/28/2019		\$ 3,275.65
23895	0	ACACCOUNTS_PA YABLE	Electronic	7/3/2019	STATE TEACHERS RETIREMENT	480	RECONCILED	7/14/2019		32,163.76
23897	0	ACACCOUNTS_PA YABLE	Electronic	7/3/2019	BANK ONE/MEMO/ME DICARE	900663	RECONCILED	7/7/2019		3,823.10
23927	0	ACACCOUNTS_PA YABLE	Electronic	7/15/2019	LAKE COUNTY SCHOOLS COUNCIL	999998	RECONCILED	7/20/2019		110,980.34
\$ 197,786.98										
\$ 793,562.50										
REFUND										
Type: Default Payment Check										
23890	50120	REFUND	Check	7/3/2019	IELISA BOWMAN	41624	RECONCILED	7/11/2019		3,649.76
23891	50121	REFUND	Check	7/3/2019	KHEWMANA PINKNEY	41626	RECONCILED	7/4/2019		1,915.75
23889	50122	REFUND	Check	7/3/2019	WAKEELAH SHROPSHIRE	41641	VOID		7/17/2019	202.76
23887	50123	REFUND	Check	7/3/2019	AMBER STAPLETON	41643	RECONCILED	7/8/2019		1,950.76
23888	50124	REFUND	Check	7/3/2019	CAREN ELLINGER/HOP PER	41761	OUTSTANDING			31.00
23931	50153	REFUND	Check	7/16/2019	CHARVON SWABY	41635	RECONCILED	7/18/2019		611.76
23930	50154	REFUND	Check	7/16/2019	WAKEELAH SHROPSHIRE	41641	RECONCILED	7/19/2019		1,715.00
23929	50155	REFUND	Check	7/16/2019	DANIEL WHITT	41764	RECONCILED	7/29/2019		1,251.50
23982	50206	REFUND	Check	7/17/2019	WAKEELAH SHROPSHIRE	41641	RECONCILED	7/19/2019		202.76
23989	50207	REFUND	Check	7/26/2019	MICHAEL PERSON	41691	OUTSTANDING			1,642.00
23990	50208	REFUND	Check	7/26/2019	ANASTASIA RIHA	41730	RECONCILED	7/29/2019		564.76
23992	50209	REFUND	Check	7/26/2019	ANASTASIA RIHA	41730	RECONCILED	7/29/2019		30.00
23991	50210	REFUND	Check	7/26/2019	DANIEL TALTY	41768	RECONCILED	7/31/2019		1,413.00
\$ 15,180.81										
\$ 15,180.81										
PAYROLL										
Type: Default Payment										
23893	0	PAYROLL		7/10/2019	AUBURN		RECONCILED	7/13/2019		253,051.66

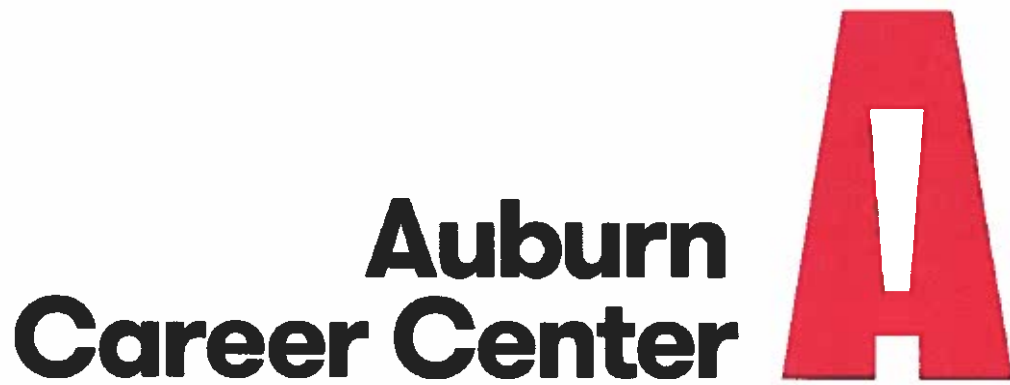
Monthly Check Summary

Reference Number	Check Number	Type	Default Payment Type	Date	Name	Vendor #	Status	Reconcile Date	Void Date	Amount
23984	0	PAYROLL		7/22/2019	VOCATIONAL SCHOOL DISTR AUBURN VOCATIONAL SCHOOL DISTR		RECONCILED	7/28/2019		\$ 215,367.99
										<u>\$ 468,419.65</u>
										<u>\$ 468,419.65</u>
Grand Total										\$ 1,277,162.96

Auburn Career Center Bank Reconciliation <u>July 31, 2019</u>	E
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Dollar Bank - Main Depository	\$ 6,977,668.87
Huntington	\$ 49,671.07
O/S checks - a/p	\$ (60,938.75)
O/S checks - p/r	\$ (4,271.25)
Payroll Accum (O/S)-Checks NI	\$ (299.86)
Petty Cash	\$ 400.00
Change Funds	\$ 137.00
Net Operating Check + Cash	6,962,367.08
Health Care Deductible Pool - Dollar	\$ 613.99
Flexible Spending Account - Dollar	\$ 7,694.81
Star Ohio	\$ 105,831.20
Net Available Cash	\$ 7,076,507.08
Investments:	
UBS Financial	\$ 2,383,980.43
Total Investments	\$ 2,383,980.43
Balance per bank	\$ 9,460,487.51
Balance per books	\$ 9,463,839.11
+/- FSA Monthly Deduction Adjustment	\$ (3,351.60)
	\$ 0.00

Investments Report		F
Institution	Amount	
UBS Financial	\$ 2,383,980.43	
	\$2,383,980.43	



Attachment Item #10

*Approve Permanent
Appropriations for
FY 2019-2020*

AUBURN VOCATIONAL SCHOOL DISTRICT
CY 2019- 2020
AMENDED CERTIFICATE OF ESTIMATED RESOURCES
WITH AMOUNTS APPROPRIATED
3-Sep-19

FUND #	FUND NAME	TOTAL AVAILABLE TO APPROPRIATE	AMOUNT APPROPRIATED
001	GENERAL	\$ 16,439,203.01	\$ 10,471,062.29
002	BOND RETIREMENT	\$ 613,599.00	\$ 613,599.00
004	CONSTRUCTION FUND	\$ 193,646.40	\$ 78,229.73
006	LUNCH ROOM	\$ 213,985.81	\$ 213,985.81
009	UNIFORM SUPPLIES	\$ 34,097.61	\$ 22,151.11
011	ROTARY	\$ 36,206.95	\$ 1,207.21
012	ADULT EDUCATION	\$ 1,528,934.12	\$ 1,528,934.12
014	ROTARY INTERNAL SERVICE	\$ 2,728.46	\$ 1,155.73
018	PRINCIPAL	\$ 107,750.00	\$ 102,000.00
019	OTHER GRANT	\$ 161,923.58	\$ 159,423.58
022	DISTRICT AGENCY	\$ 29,304.76	\$ 9,304.76
024	EMPLOYEE BENEFITS SELF INSURANCE	\$ 57,361.25	\$ 57,361.25
070	CAPITAL PROJECTS	\$ 832,948.32	\$ 832,948.32
200	STUDENT ACTIVITES	\$ 161,577.78	\$ 79,050.07
451	DATA COMMUNICATIONS	\$ 1,800.00	\$ 1,800.00
499	STUDENT WELLNESS STATE GRNT	\$ 51,090.00	\$ 51,090.00
501	ABLE	\$ 334,180.31	\$ 334,180.31
524	VEPD	\$ 392,759.86	\$ 392,759.86
GRAND TOTAL		\$ 21,193,097.22	\$ 14,950,243.15

Amended Official Certificate of Estimated Resources

Rev. Code Sec. 5705.36

Fiscal Year: 2020

AUBURN VOCATIONAL SCHOOL DISTR

Fund	Unencumbered Balance July	Taxes	Other Sources	Total
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Governmental Fund Type				
General Fund				
001 GENERAL	\$ 6,398,602.51	\$ 7,063,311.71	\$ 2,977,288.79	\$ 16,439,203.01
Total:	\$ 6,398,602.51	\$ 7,063,311.71	\$ 2,977,288.79	\$ 16,439,203.01
Special Revenue				
018 PUBLIC SCHOOL SUPPORT	\$ 1,250.00	\$ 0.00	\$ 106,500.00	\$ 107,750.00
019 OTHER GRANT	\$ 159,423.58	\$ 0.00	\$ 2,500.00	\$ 161,923.58
451 DATA COMMUNICATION FUND	\$ 0.00	\$ 0.00	\$ 1,800.00	\$ 1,800.00
499 MISCELLANEOUS STATE GRANT FUND	\$ 0.00	\$ 0.00	\$ 51,090.00	\$ 51,090.00
501 ADULT BASIC EDUCATION	\$ (1,934.54)	\$ 0.00	\$ 336,114.85	\$ 334,180.31
524 VOC ED: CARL D. PERKINS - 1984	\$ (44,328.18)	\$ 0.00	\$ 437,088.04	\$ 392,759.86
Total:	\$ 114,410.86	\$ 0.00	\$ 935,092.89	\$ 1,049,503.75
Debt Service				
002 BOND RETIREMENT	\$ 0.00	\$ 0.00	\$ 613,599.00	\$ 613,599.00
Total:	\$ 0.00	\$ 0.00	\$ 613,599.00	\$ 613,599.00
Capital Projects				
004 BUILDING	\$ 73,646.40	\$ 0.00	\$ 120,000.00	\$ 193,646.40
070 CAPITAL PROJECTS	\$ 132,948.32	\$ 0.00	\$ 700,000.00	\$ 832,948.32
Total:	\$ 206,594.72	\$ 0.00	\$ 820,000.00	\$ 1,026,594.72
Proprietary Fund Type				
Enterprise				
006 FOOD SERVICE	\$ 0.00	\$ 0.00	\$ 213,985.81	\$ 213,985.81
009 UNIFORM SCHOOL SUPPLIES	\$ 22,101.11	\$ 0.00	\$ 11,996.50	\$ 34,097.61
011 ROTARY-SPECIAL SERVICES	\$ 1,207.21	\$ 0.00	\$ 34,999.74	\$ 36,206.95
012 ADULT EDUCATION	\$ 96,813.81	\$ 0.00	\$ 1,432,120.31	\$ 1,528,934.12
Total:	\$ 120,122.13	\$ 0.00	\$ 1,693,102.36	\$ 1,813,224.49
Internal Service				
014 ROTARY-INTERNAL SERVICES	\$ 1,155.73	\$ 0.00	\$ 1,572.73	\$ 2,728.46
024 EMPLOYEE BENEFITS SELF INS.	\$ 7,974.49	\$ 0.00	\$ 49,386.76	\$ 57,361.25
Total:	\$ 9,130.22	\$ 0.00	\$ 50,959.49	\$ 60,089.71
Fiduciary Fund Type				
Agency Fund				
022 DISTRICT AGENCY	\$ 9,304.76	\$ 0.00	\$ 20,000.00	\$ 29,304.76
200 STUDENT MANAGED ACTIVITY	\$ 79,050.07	\$ 0.00	\$ 82,527.71	\$ 161,577.78
Total:	\$ 88,354.83	\$ 0.00	\$ 102,527.71	\$ 190,882.54
Grand Totals:	\$ 6,937,215.27	\$ 7,063,311.71	\$ 7,192,570.24	\$ 21,193,097.22

PERMANENT APPROPRIATION RESOLUTION

City, Exempted Village, Joint Vocational or Local Board of Education

Rev. Code Sec. 5705.38

The Board of Education of the Auburn Vocational School District, Lake County, Ohio, met in Regular session on the 3rd day of September, 2019, at the office of Auburn Technology Learning Center with the following members present:

Mrs. Jean Brush	Mrs. Mary Javins	Mr. Terry Sedivy
Mr. Kenneth Cahill	Mr. Geoffrey Kent	Mr. Erik Walter
Dr. Susan Culotta	Mr. Ken Klima	Mrs. Mary Wheeler
Mr. Paul Stefanko	Mr. Roger Miller	

_____ Moved the adoption of the following Resolution:

BE IT RESOLVED BY the Board of Education of the Auburn Vocational School District, Lake County, Ohio, that to provide for the current expenses and other expenditures of said Board of Education, during the fiscal year, ending June 30, 2020, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made and during said fiscal year, as follows, viz:

_____ Seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Vote:

Mrs. Jean Brush	Aye	Mr. Mary Javins	Aye	Mr. Terry Sedivy	Aye
Mr. Kenneth Cahill	Aye	Mr. Geoffrey Kent	Aye	Mr. Erik Walter	Aye
Dr. Susan Culotta	Aye	Mr. Ken Klima	Aye	Mrs. Mary Wheeler	Aye
Mr. Paul Stefanko	Aye	Mr. Roger Miller	Aye		

Appropriations Resolution Report

Rev. Code Sec. 5705.38

AUBURN VOCATIONAL SCHOOL DISTR

Fiscal Year: 2020

Include Zero Balance Accounts: false

	Total Appropriation
001 GENERAL	\$ 10,471,062.29
002 BOND RETIREMENT	\$ 613,599.00
004 BUILDING	\$ 78,229.73
006 FOOD SERVICE	\$ 213,985.81
009 UNIFORM SCHOOL SUPPLIES	\$ 22,151.11
011 ROTARY-SPECIAL SERVICES	\$ 1,207.21
012 ADULT EDUCATION	\$ 1,528,934.12
014 ROTARY-INTERNAL SERVICES	\$ 1,155.73
018 PUBLIC SCHOOL SUPPORT	\$ 102,000.00
019 OTHER GRANT	\$ 159,423.58
022 DISTRICT AGENCY	\$ 9,304.76
024 EMPLOYEE BENEFITS SELF INS.	\$ 57,361.25
070 CAPITAL PROJECTS	\$ 832,948.32
200 STUDENT MANAGED ACTIVITY	\$ 79,050.07
451 DATA COMMUNICATION FUND	\$ 1,800.00
499 MISCELLANEOUS STATE GRANT FUND	\$ 51,090.00
501 ADULT BASIC EDUCATION	\$ 334,180.31
524 VOC ED: CARL D. PERKINS - 1984	\$ 392,759.86
Grand Total All Funds	\$ 14,950,243.15

**CERTIFICATE
(R.C. 5705.412)**

IT IS HEREBY CERTIFIED that the AUBURN VOCATIONAL School District Board of Education has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period years is greater.

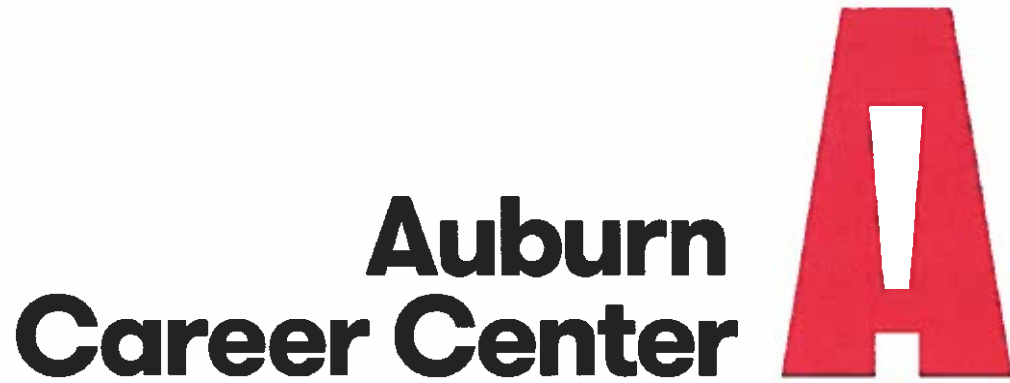
Dated: September 3, 2019

Auburn Vocational School District Board of Education
Concord Township, Ohio

By: _____
Treasurer, Sherry L. Williamson

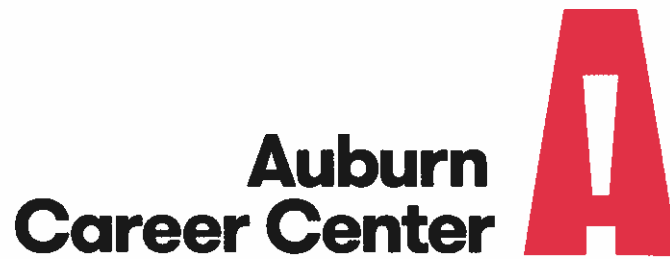
By: _____
Superintendent of Schools, Brian Bontempo

By: _____
Erik L. Walter
President, Board of Education



Attachment Item #12

Human Resources



Human Resources
September 3, 2019

Adult Workforce Education
2019-2020

Name	Title	Hourly Amount
Monica Lewis	STNA/Practical Nursing	\$30.00
Jeanna Purses	Aspire Instructor	\$21.63
Cheryl General	Aspire Instructor	\$21.63
Thomas Selfe	HVAC Instructor	\$30.00

Certified Substitutes
2019-2020

Name	Subject Certified
Morgan Sell	School Counselor
Michael Guerini	General Substitute
Ann Ebner	Integrated Science
Michael Lerman	EMT/Firefighter

Evening Resource Officers
2019-2020

Deputy Ryan Kirschner	Deputy Bryan Bowen
Deputy David Doughty	Deputy Michael Zgrebnak
Deputy Daniel Glasier	Sgt. Donald Durst
Deputy Shane Hopp	Lt. Jeffrey Sherwood
Lt. Robert Izzo	Deputy James Wheeler
Deputy Dale Pohto	Deputy Christopher Cichon
Deputy Garret Stefanciin	Deputy Jackie Trazc
Deputy William Leonello	Deputy Michael Reed
Detective Donovan Buchs	Detective Gerald Infalvi

**Stipends for LPDC Committee
2019-2020**

The amounts below are divided into two installments, one in December and one in June.

Employee	Title	Category	Total Amount
Dorothy Bentley	Member	LPDC Committee	\$1,143.61
Jared Rogge	Member	LPDC Committee	\$1,143.61
Jeff Slavkovsky	Member	LPDC Committee	No Stipend Taken
Robin Nunes	Coordinator/Chair	LPDC Committee	\$2,750.00
Dee Stark	Member	LPDC Committee	No Stipend Taken

**Supplemental Contracts
2019-2020**

These amounts below are divided into two installments, one in December and one in June.

Employee	Title	Category	Total Amount
Terry Colescott	Moderator	AWT RoboBots	\$726.28
Bob Hill	Skills USA	Club	\$806.31
Dan Crail	National Technical Honor Society	Club	\$638.29
Sarah Noble	Student Leadership Team	Club	\$512.87
Dave Richards	FFA	Club	\$778.96
Amy Ryan	FCCLA	Club	\$673.52
Robin Nunes	Drug Free Clubs of America	Club	\$740.90
John Blauch	SADD	Club	\$834.99
Justine Malvicino	Skills USA	Club	\$626.03
Angela Nelson	DECA	Club	\$693.91
Jane Metrisin	Educators Rising	Club	\$761.80
Cayley Volpin	Stars/Student Ambassadors	Club	\$479.99

**Stipend
2019-2020**

This amount is divided into two installments, one in December and one in June.

Name	Title	Amount
John Blauch	District EMS Responder	\$8,349.90

**Stipends - Resident Educators Program
2019-2020**

These amounts are divided into two installments, one in December and one in June.

Employee Mentor	Mentoree	Total Amount
Jason Gardner	Educator Mentor	\$809.35
Bob Hill	Educator Mentor	\$806.31
Terry Colescott	Educator Mentor	\$726.28
Dave Richards	Educator Mentor	\$778.96
Stacy Allen	Educator Mentor	\$752.11
Jane Metrisin	Educator Mentor	\$761.80
John Blauch	Educator Mentor	\$834.99

**Increase Salary Step
2019-2020
(Per CATA Agreement 18.1.2.2)**

Name	Title	Step	Column	Amount
Wayne Reed	HVAC Instructor	21	4	\$77,230.00

Out-of-State Professional Development Travel

Employee Name	Title	Location	Purpose of Travel	Dates of Travel
Brian Bontempo	Superintendent	Tucson, Arizona	2019 Best Practice Conference	9/25-27/19
Jeff Slavkovsky	Executive Director of CTE	Tucson, Arizona	2019 Best Practice Conference	9/25-27/19
Brian Bontempo	Superintendent	Minneapolis, Minnesota	Connect What's Now with What's Next Conference	10/2-4/19

Auburn Vocational School District Board of Education
 Mr. Erik Walter, Esq. , President Mrs. Mary Javins, Vice President
 Mrs. Jean Brush, Mr. Kenneth Cahill, Dr. Susan Culotta, Mr. Geoffrey Kent, Mr. Ken Klima, Mr. Roger Miller, Mr. Terry Sedivy, Mr. Paul Stefanko, Mrs. Mary Wheeler

Superintendent
 Dr. Brian Bontempo

Treasurer
 Sherry Williamson

Assistant Treasurer/Grants/Payroll
 Victoria DePasquale

**Board/Executive
 Administrative Assistant**
 Lori Smith

**Executive Director of Career
 & Technical Education**
 Jeff Slavkovsky

Accounts Payable
 Carrie McVicker

Financial Aide
 Shelley Barto

Director of High School
 Chris Mitchell

Director of Curriculum & Instruction
 Dee Stark

**Director of Adult Workforce Education &
 Business Partnerships**
 Michelle Rodewald

Professional Services

***Maintenance Supervisor**
 Joe Atwell

***Maintenance**
 Mike Franko
 Dominic DePasquale

Cafeteria Manager
 Brenda Carraher

Cafeteria Staff
 Sanja Medved

**Training/
 EMIS/Infinite Campus Support**
 Kelley Golinar

PR/Marketing
 Dawn Bubonic

***IT**
 Contract Agreement with Madison

High School Administrative Assistants
 Diane Buchs, Carol Szoka, Leslie Machuta, Erica Anderson

Receptionist
 Jessica Brown

**Coordinator of Internships & Adult
 Programs**
 Dave Cowen

**Advanced Manufacturing
 Instructor**
 Terry Colescott

**Criminal Justice
 Instructor**
 Deputy Scott Sitz

**Patient Care Technician
 Instructor**
 Christine Tredent

English Instructors
 Nanci Kasten
 Robin Nunes

Administrative Assistant
 Laura Kamis
 Catherine Coyne (PT)

Career Advisor
 Jonna Mazza

**Allied Health Technology
 Instructor**
 Stacey Yarnell

Culinary Arts Instructor
 Amy Ryan

PTLM Instructor
 Dave Richards
Teacher Assistant
 Jessica Szoka

Math Instructor
 Amie Irving

Geauga One Stop
 Teresa Detwiller
 Allison Esack
 Lisa Sprowls
 Jonna Mazza (Sub)

Career Resources
 Laura Barwidi

**Architecture & Project
 Management Inst.**
 Dennis Harvey

**Electrical Engineering
 Prep Instructor**
 Keith Conn

**Sports Medicine
 Instructor**
 Virginia Gontero

Workforce Readiness
 Stacy Allen

**Facilities/Testing
 Coordinator**
 Wendy Lauer

PT Evening Receptionist
 Cindy Coin

**Auto Collision Repair
 Instructor**
 Justin Bruno

**Emergency Medical
 Services Instructor**
 John Blauch

**Teaching Program
 Instructor**
 Jane Metrisin

VOSE Coordinator
 Shelby Kaminski

**Director of Public Safety
 Education**
 Sean Davis

Aspire Coordinator
 Mary Ann Kerwood

Automotive Instructor
 Tom Welk

**Heating, Ventilation & Air
 Conditioning Instructor**
 Wayne Reed

Welding Instructor
 Jared Rogge

Intervention Specialists
 Dorothy Bentley
 Gregg Evans
 Barb Rausch

Public Safety Programs

 EMT-Basic
 Firefighter Levels I & II
 Paramedic
 Online Courses

**Program Administrator
 Auburn Practical Nursing
 Program**
 Karen Howell

**Business Management
 Tech Instructor**
 Angela Nelson

**Interactive Multimedia
 Technology**
 Rodney Kozar

Tech Lit
 Beth Cueni

Vocational Assessments
 Stephanie Wiencek

**Adult Workforce Education
 Programs**

 CNC Machining
 Automotive Technology
 Electronic Technician Training
 Facilities Maintenance
 HVAC
 Industrial Electrical Training
 Industrial Maintenance
 Practical Nursing
 Welding

PN Part Time Faculty
 Geralyn Costello
 Joyce Dick
 Jannette Wright
 Christine Tredent
 Carol Robinson
 Robin Finley
 Ericka Pachete
 Felicia Roberson
 Louise Valdasz
 John Blauch
 Linda Yoo
 Robin Ernst-Mercer
 Stacey Yarnell
 Monica Lewis

**Computer Networking
 Technology & Cyber
 Security**
 Darrin Spondike

**Internet Programming &
 Development**
 Jason Gardner

Teacher Assistant
 Vickie Tutolo

Enrollment Specialist
 Barb Gordon
 Cayley Volpin

Construction Instructor
 Bob Hill
Teacher Assistant
 Phil Stropkey

**Mechanical Technology
 Instructor**
 Ron Beech

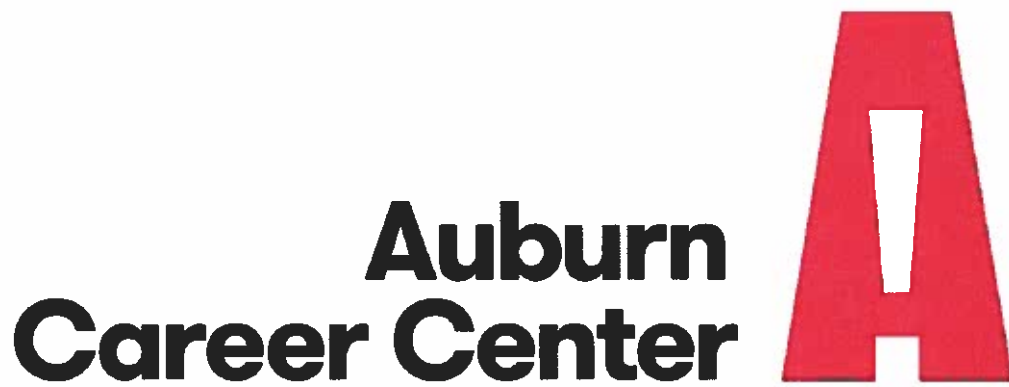
Resource Officers
 Deputy Michael Reed

Guidance Counselors
 Dan Crail
 Sarah Noble

Cosmetology Instructors
 Brandi Holland
 Justine Malvicino

**Mobile Applications &
 Technology**
 Laura Ciszewski

- * SERVICES INCLUDE ALL TENANTS**
- **ESC-** (All there outsource operations)
 - **Geauga iSTEM**
 - **LGCA**



Attachment Item #15

Approve Blackboard One-Year Renewal Contract

VOID IF EXECUTED AFTER: September 13, 2019
CUSTOMER: Auburn Career Center

Blackboard

This Blackboard Order Form ("Order Form") by and between **Blackboard Inc.** ("Blackboard") and **Auburn Career Center** ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form, together with the Blackboard Master Agreement located at <http://agreements.blackboard.com/bbinc/blackboard-new-master-agreement-all-products.aspx> and incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary.

Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Qty	Product Code	Product or Service	Initial Term Period #1 Effective Dates	Initial Term Period #1 (USD)	Initial Term Period #2 1 Year (USD)
1	SAAS2-PL-K12-P	PERSONALIZED LEARNING SAAS PL	01-Oct-2019 - 30-Jun-2020	\$37,500.00	\$50,137.36
1	AS-LRN-SAAS2	BLACKBOARD LEARN SAAS PLUS			
1	CL-WC-SAAS	WEB CONFERENCING SAAS DEPLOYMENT			
			Total	\$37,500.00	\$50,137.36

B. Terms

- The Initial Term of this Order Form shall be as specified in the Product and Services Pricing Summary above.

2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: October 01, 2019

C. Payment Terms

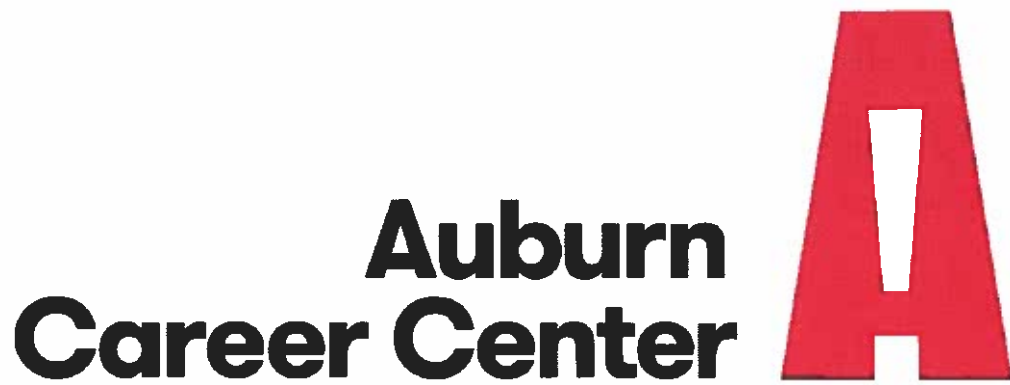
1. All initial and subsequent payments shall be due Net 30. Unless otherwise stated, all prices are in United States currency.
2. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

Sales Approved: Jennifer Elligott	
Initial:	

Customer: Auburn Career Center
Signature:
Name:
Title:
Date:
Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?
<p>No</p> <p>Yes - Please complete below</p>
PO Number:
PO Amount:
Attach PO :

Blackboard Inc.
Signature: 
Name: Bill Jones
Title: Deputy General Counsel
Date: July 24, 2019



Attachment Item #16

Approve Local Professional Development Standards & Guidelines



AUBURN VOCATIONAL SCHOOL DISTRICT

Local Professional Development

Standards & Guidelines

for

Renewal of Certificates/Licenses

Professional Staff

Mission Statement:

Auburn Career Center provides an innovative career and technical education that empowers all learners to excel in the emerging workplace and enrich their community.

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Introduction

The Auburn Local Professional Development Committee (ALPDC) is part of the license renewal process, as required by law and the Ohio Department of Education, for each certified employee holding one or more licenses. Every educator employed by the Auburn Career Center Board of Education who holds one or more professional licenses must have an approved Individual Professional Development Plan (IPDP) on file at least four years prior to the expiration of their license. This plan must be consistent with the guidelines of the Auburn Local Professional Development Committee and the district's long range goals and objectives.

There is a two-step process that must be followed:

1. The staff member must submit an Individual Professional Development Plan (IPDP) on the HR Kiosk site that outlines the goals to be addressed during the renewal cycle.
2. The staff member must submit a detailed workshop proposal that outlines the supporting Coursework/CEU/PDUs/activities of this plan.

Policies

The ALPDC policies and procedures cannot supersede the district policies and negotiated agreement. Proposals to the ALPDC and approvals by the ALPDC cannot override the district policies and negotiated agreement.

Previously employed new staff that hold Ohio certificates(s)/license(s) and who have had coursework/CEU/PDUs/activities approved prior to the ALPDC during their current renewal cycle shall have said coursework/CEU/PDUs/activities approved by the ALPDC when accompanied by supporting documentation.

Individual Professional Development Plans (IPDP) and or proposals that are denied may be appealed or resubmitted with modifications.

An IPDP may consist of coursework/CEU/PDUs/workshops and/or equivalent activities. This plan, which will be used to satisfy the Ohio Department of Education renewal requirements, **MUST** be approved by the Auburn Professional Development Committee. Activities that are not pre-existing in these guidelines will require preapproval of the APDC. The completion of activities must be completed after the approval date of the IPDP.

The Ohio Department of Education renewal requirements are:

1. 6 semester hours and/or 18 CEUs of coursework related to classroom teaching and/or area of licensure; or
2. 180 contact hours of other equivalent activities related to classroom teaching and/or the area of licensure as approved by the ALPDC.

Professional Development Units

The Ohio Department of Education will no longer grant CEUs beginning July 1998. In place of CEUs the Auburn Professional Development Committee will accept and approve credit for workshops/activities/projects. These credits will be called Professional Development Units (PDUs).

Professional development workshops/activities/projects will be eligible for re-certification credit if they meet the standards established by the Auburn Professional Development Committee.

Professional development workshops/activities/projects should result in a tangible product. A log must accompany the product. Such documentation must be submitted to the ALPDC four months prior to the expiration of the Ohio Certificate/License.

**Conversion of contact hours to PDUs
and equivalent semester hours:**

1 contact hour = 1 PDU

10 PDUs = 1 CEU

3 CEUs = 1 semester hour equivalent

Procedures

- 1.) Individual Professional Development Plans shall be submitted on the IPDP Form on the HR Kiosk site. Plans must be submitted prior to March 31st in the first year of the new license period.
- 2.) The ADPC shall inform the educator of the status of IPDP within twenty working days after the plan is submitted following a regular meeting of the APDC. Approval of the IPDP will require a majority vote of the APDC. If revisions are required, the IPDP must be resubmitted to the APDC two weeks prior to the next scheduled APDC meeting. Proposals for coursework/CEU's/PDU's/ activity shall be submitted prior to the start of coursework/CEU's/PDU's/activity if not listed as an approved activity in these guidelines. Exceptions may be made with the approval of the committee.
- 3.) All forms are to be submitted to the ALPDC Coordinator, Chair or designee. All submissions are to be made via the online electronic HR Kiosk with the exception of Adult Education and Part-time employees who may not have HR Kiosk access. In the event an employee does not have HR Kiosk access paper copies may be submitted directly to the ALPDC Chairperson.
- 4.) When any coursework CEU/PDU activity is completed, it is the responsibility of the educator to submit all documentation to the ALPDC. The committee will review the documentation during its regularly scheduled meetings. Documentation to be reviewed must be submitted two weeks prior to the scheduled ALPDC meeting. All documentation related to an individual's plan must be submitted no later than four months prior to the expiration of the license(s).
- 5.) Appeals shall be submitted in writing to the ALPDC Chairperson within 10 working days after receiving notification of a LPDC decision. All appeals will be forwarded to the Geauga County Educational Service Center's Local Professional Development Committee Chairperson. All procedures and guidelines (Appendix A) of the GCESC Appeals Committee must be followed and correct forms filed. The decision of the GCESC Appeals Committee is final.

Committee Membership/Selection and Procedures

1. The Auburn Local Professional Development Committee shall be, by statute, the official licensure body for the Auburn Vocational School District.
2. Membership shall consist of five members, three teachers selected by the C.A.T.A. and taking into consideration academics, career tech and adult staff, one administrator selected by the Superintendent, and the Principal/Director. Variations in committee make-up due to local staffing conditions can be allowed as long as the bargaining unit and district superintendent/designee are in agreement. 5 members must be present on the committee.
3. ALPDC members shall fulfill a term of at least three years with the exception of the Principal/Director which is a permanent position.

4. The ALPDC will hold meetings at least once a month in the school year and in summer if necessary. The date and time of the meetings will be by agreement of the majority of the ALPDC members. The chairperson can call for a meeting of the ALPDC at any time deemed necessary.

LPDP Ethical Commitment

The membership of Auburn Vocational School District's LPDC agrees to conduct all LPDC business so as to:

- impartially and consistently apply the Standards & Guidelines
- maintain confidentiality
- communicate as a group or through the chairperson
- maintain his/her own professional development in the foundations of teaching and learning in order to provide a basis for understanding IPDPs and applying the Standards & Guidelines

General Guidelines about Certificate/License Renewal

1. What is an Individual Professional Development Plan?

An Individual Professional Development Plan (IPDP) is a proposed plan for professional growth completed by an educator for the purpose of renewing a certificate/license. This plan must be completed and approved by the LPDC prior to the renewal of the certificate/license. This plan is to be completed in the first year of the current license period.

2. Who must complete an Individual Professional Development Plan?

Educators who are seeking an initial license or seeking to renew a license must create an Individual Professional Development Plan. This plan must be submitted to the Local Professional Development Committee (LPDC) in advance of doing any work.

3. What is the Local Professional Committee (LPDC)?

The Auburn Career Center LPDC is a committee of educators who determine whether course work and/or CEUs completed by educators meet the requirements for renewal of licenses. Under this process, the LPDC reviews each educator's INDIVIDUAL Professional Development Plan (IPDP).

4. Who serves on the Local Professional Development Committee (LPDC)?

Elected educators and appointed administrators from the Auburn Career Center make up the LPDC.

5. Who will actually review the Individual Professional Development Plans?

The actual review is completed by the LPDC.

6. What are the requirements to renew or convert to a license?

In order to renew a license, the requirement is the completion of either the following or a combination of the following:

- i. Six semester hours of college course work
- ii. Eighteen Continuing Education Units (CEUs)
(See the Continuing Education Units Options document)

7. When must my Individual Professional Development Plan (IPDP) be completed?

Your initial IPDP must be completed and submitted to the Local Professional Development Committee within the first year of your current license on or before March 31st. The time for the completion of the work planned in your IPDP is the duration of your license.

8. How will CEU activities be documented?

Documentation of approved and completed activities needs to be provided to the APDC through the HR Kiosk in order to secure a Certificate of Approval (Appendix B). A Certificate of Approval needs to be completed for each CEU option completed. Each educator is responsible for the collection and retention of his/her own Certificates of Approval.

(Note: The Auburn Professional Development Committee suggests that all educators “Keep a portfolio of their professional development activities and documents aside from the HR Kiosk.”)

9. Do I need prior approval before engaging in CEU activities?

The majority of activities on the CEU options list require no prior approval. However, educational projects, self-directed educational development, related work experiences, or externships should be approved in advance by the ALPDC. (See the Pre-approval Form)

10. How many Individual Professional Plans (IPDP) must I have?

Only one IPDP is required if it addresses all areas of licensure with a focus on the educators professional development in the area of the educators primary job description.

11. What if my work assignment changes?

If there is a significant change in your work assignment, you may need to revise and resubmit your IPDP; however, all activities accumulated prior to the revision of your IPDP will be applied to your 18 CEU requirements

12. How do I make changes to my IPDP?

An amended IPDP may be submitted to the LPDC through the HR Kiosk at any time within your license period.

13. What about substitute teachers?

Substitute teachers recommended applying for renewal directly to the State Department of Education. Substitute teachers may participate in the Local Professional Development Committee as any other educator in the county.

14. What certification/licensure services does the LPDC not provide?

The LPDC does not renew licenses of individuals who are not currently in the education setting.

The LPDC does not renew the licenses of some Ohio Department of Education license holders who also hold licenses from their respective State of Ohio licensing boards (i.e. school audiologists, school social workers, nursing, school speech-language, etc.).

FOUR WAYS TO RENEW

To be completed within the five-year renewal cycle

1. Accumulate 6 Semester Hours

Requirements

- Coursework for semester hours must meet the LPDC Standards and Guidelines for Professional Development
- Coursework must be taken at an accredited college or university (on site or distance learning)

Verification of completion

- Transcript indicating successful completion

2. Accumulate 18 CEUs

Requirements

- CEU activities must meet the LPDC Standards and Guidelines for Professional Development
- CEU activities must have been approved by the LPDC

Verification of Completion

- Certificate of completed participation signed by presenter or provider representative

3. Accumulate 18 CEU credits of other approved activities

Requirements

- Other Approved Activities must meet the LPDC Standards and Guidelines for Professional Development
- Individuals designing other activities must prepare a proposal outline of the planned activities and the number of CEU hours requested. The project must be organized following the descriptions listed in the other approved activities section of this booklet.

Verification of Completion

- A log of relevant activities having the signature of the staff development committee (see the Appendix)
- *or* a sponsoring administrative representative
- *or* a completed product and/or summary of conclusions report

4. Accumulate 18 CEU credits using a Combination of the First 3 Ways

Requirements

- Requirements and verifications for each type of activity including in a combination proposal must follow the previous descriptions.
- The parts of the project must total to the equivalent of 18 CEUs. The ratios 1 CEU=10 contact hours and 3 CEUs=1 semester hour will apply.

A sample Combination Project might include:

2 semester hours	=	6 CEUs
Accumulated CEU workshop/seminars	=	5 CEUs
Other Approved Activities	=	<u>7 CEUs</u>
TOTAL	=	18 CEUs

OTHER POSSIBLE ACTIVITIES

One of the critical tasks of the LPDC is to determine what professional development activities will be accepted for renewal of licenses. Such activities must be based on the needs of the educator, the students, the school, and the school district. Thus, educators' professional development plans must be based on the identified goals and priorities of the school district in which they work.

College credit represents the traditional form of professional development. The Other Approved Activities category exists to encourage initiative, exploration, and professional leadership. It is recommended that any alternative activity be linked to an established program or that the applicant has adequate prior knowledge of the methodology necessary to implement the chosen activity. The applicant is responsible for proposing a CEU value for the activity.

The following list of activities, while not exhaustive, provides a range of potentially acceptable alternatives for meeting professional development expectations.

Community/Business Educational Improvement Activity: Activity that forms a partnership between school/community/business. This collaboration should lead to greater learning, teaching, and /or leadership. Examples: Design and coordinate with local businesses a series of math nights for parents. Design and coordinate with local business professional a school career day.

Curriculum Development: Participating on a major district committee (i.e. curriculum, staff development).

District, State, and National Committee Service: Participating on commissions, task forces, and working groups, etc., of professional educational organizations such as ODE, RPDC, Strategic planning, SERRC, LPDC, and others.

Educational Research Projects: Conducting a focused, on-going, in-depth study of a concept, a theory or approach within a content field over time. Individuals or groups of teachers identify a problem of interest; explore ways of collecting data that may range from examining existing theoretical and research literature to gathering original classroom or school data, analyzing and interpreting data. As a result of the research project, the researcher makes identified changes and gathers analyzes new data to determine the effects of the intervention. CEU Credit is awarded to individuals based upon their contribution to the activity. (Examples of research projects include, but are not limited to: Inquiry/Action Research, Case Studies and Analysis.)

Educational Travel: An experience that would be relevant to current class assignment and corresponding course of study objectives.

Externships: Acceptance and participation in a program outside of your district in which you shadow a professional and assume part of the responsibilities of his/her position.

Grant Writing: Individuals or groups who write grant proposals will be awarded licensure credit based on the amount of time and effort (i.e. Martha Holden Jennings). CEU credit will not be dependent upon grant funding.

Innovative Unit Development/Program Development: Design and implement a program or unit of study learning based on current course of study.

Involvement In a Development/Improvement Process: Participation in response to a shared need for change at a school level. (Initiating Intervention Bases, Assessment/Multi-Factored Evaluation, North Central Evaluation, Venture Capital, and other models of school improvement.)

Presenting At local, State, and National Events/Conferences: To recognize professional contributions in the form of an academic presentation to educational organizations. CEU credit will be given for initial presentation to these groups. No CEU credit will be given for repeat presentations.

Publishing: Publishing books, articles for professional journals, or articles in community newspaper.

Pursuing National Board Certification: A voluntary process, which recognizes high quality of teaching. The entire Board Certification process must be completed. Completion of this process would fulfill the renewal requirement.

Training: Participation as a trainer where new teaching techniques are identified and taught to a large group of teachers for implementation in the classroom. CEU credit will be given for initial training activity.

Table 1
Continuing Education Unit Options

OPTION	MAXIMUM CEUs	CEU VALUE	VERIFICATION	CRITERIA
College		1 semester hour = 3 CEUs 3 quarter hrs/2 semester hrs = 6 CEUs 2 quarter hrs = 4 CEUs 1 quarter hr = 2 CEUs	Official transcripts or original grade slips or original certification of completion.	Must be taken through an accredited college or other approved post-secondary educational institution. Must be taken for credit with a grade of "C" or better, a "P" in pass/fail course. Coursework must be taken in education or in a content area directly related to the individual's teaching assignment or working with students.
Professional Conference: State/National		1 clock hr in workshops = 0.1 CEU	Certificate of approval upon documentation.	One conference/year. Include only time spent in portions of the program that contribute to the participant's knowledge, competence, performance or effectiveness in education.
Workshop/Seminary Professional Associations or Inservice Credit		1 clock hr in workshops = 0.1 CEU	Certificate of approval upon documentation	Include only time spent in portions of the program that contribute to the participant's knowledge, competence, performance or effectiveness in education.
Publication of Original Work	6 CEUs / license cycle	6 CEUs for book 1 CEUs for article in a professional journal or magazine.		Must contribute to the education profession or add to the body of knowledge in the individual's specific field. Must be commercially published book or article.
National Board of Professional Teaching Standards Certification	6 CEUs / certificate/ license cycle for candidate completing process but not getting NBPTS Certificate	Completion and verification in area of assignment during certificate cycle = all required CEUs.	Valid copy of the National Certificate or Certificate of Approval for candidate not completing certificate	Must be in subject area of individual's assignment. Certificate must be completed or participation as candidate must be verified by the expiration date of the Ohio certificate/license.
Community/Business Education Improvement Activity	6 CEUs / partnership / license cycle		Memorandum of understanding Formal letter describing partnership	Activity that forms a partnership between school/community/business. This collaboration should lead to greater learning, teaching and leadership.

OPTION	MAXIMUM CEUs	CEU VALUE	VERIFICATION	CRITERIA
Mentoring	With evidence of contact hours. Up to a maximum of 6 CEU's per license renewal cycle.		Certificate of Approval upon documentation	Must be mentoring of teacher, administrator or specialist by the EYP (Entry Year Program), Resident Educator, Etc
Cooperating/ Supervising Teacher	1.5 CEUs / semester course 1 CEU / quarter course Maximum 3 CEUs/ year.		Certificate of Approval upon Documentation. Successful completion of contract.	Must be supervisor of undergraduate student, graduate student, or undergraduate intern, or student teacher
Teaching a college course	CEU award is equivalent to that acquired by students enrolled in the course.		Certificate of Approval upon Documentation, Course Schedule, Syllabus.	Maybe used for the <u>first</u> course each license/certificate cycle
Teaching a CTE adult technical or vocational course	Instructor contact hours = Depends on class hours	1 clock hr = 0.1 CEU	Certificate of Approval upon documentation, course schedule, syllabus.	May be used for the <u>first</u> course each license/certificate cycle
Professional presentation	Up to 3 CEU's per cycle with evidence. Includes preparation time for initial presentation.	1 clock hr beyond contract day = 0.1 CEU	Certificate of Approval upon documentation	Applies to <u>first presentation</u> for each license/certificate cycle
Self-directed educational project which includes professional writing, research, educational travel which applies educational skills and knowledge toward the development of a final project.	4 CEUs / cycle	1 clock hr = 0.1 CEU Documented clock hours in planning and preparing	Certificate of Approval upon documentation. Copy of the final product or report of the project.	Project must have <u>prior approval</u> and final approval after completion and verification by LPDC, excluding development of COS
Curriculum Development	3 CEUs / cycle	1 clock hr = 0.1 CEU	Certificate of Approval upon documentation	Must serve on formal committee organized by community, state, national or international education agency or organization.
Grant Writing	6 CEUs / license cycle	1 clock hr beyond contract day = 0.1 CEU	Certificate of Approval upon documentation	CEUs not dependent on awarding of grant. Documented clock hours in planning and preparing. Evidence of grant submission required.
District, State, and National Committee Service	3 CEUs / cycle	1 clock hr = 0.1 CEU	Meeting minutes; agenda Certificate of attendance	Must be service on formal committee organized by community, state, national or international education agency or organization.
Innovative Unit Development/Program Development	1 CEU	1 clock hr = 0.1 CEU	Lesson plan. Online content	
Involve in a Development/Improvement Process	3 CEUs/cycle	1 clock hr for 1 hr involvement	Meeting minutes; agenda Written documents	Preapproval by Professional Development Committee; Completion of ALPDC form
Training	1 CEU / topic / year	1 clock hr = 0.1 CEU for 1 hr of training.	Presentation dates, Marketing materials, Certification	Preapproval by Professional Development Committee; Completion of APDP form
Related work experience or externships	12 CEUs / license cycle	1 clock hr = 0.1 CEU	Certificate of Approval upon documentation	Must enhance the profession or contribute to teacher's specialization. Project must have prior approval

Other creative ideas				Preapproval by Professional Development Committee, Completion of APDP form
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Appendix A

Appeals

Auburn LPDC Appeals Process

Appeals Process

We strongly encourage all employees to submit completed professional development activities to the committee via the HR Kiosk on a yearly basis. This will help to insure that sufficient contact hours/CEUs are accrued towards the renewal of the five year professional license.

If for any reason the Auburn LPDC committee rejects an IPDP or professional development activity the committee will inform that individual in writing the reason within 48 hours of the meeting. The rejection explanation will also include recommendations to assist the individual in correcting the plan. If the individual does not agree with the committee's decision they may begin the appeal process.

Level 1 Appeal

1. Complete "Gauga County Educational Service Center LPDC Appeal Form" and forward to the Auburn LPDC Chairperson (See appendix A) Auburn LPDC Chairperson will forward to the GCESC LPDC Chairperson.

2. Receive written response from the Auburn LPDC

3. Accept GCESC LPDC decision (appeal process ends) or reject (next level appeal initiated) Level 2 Appeal

1. Committee make up: (a) certified staff chosen by employee; (b) certified staff chosen by GCESC LPDC and (c) certified staff agreed upon by (a) and (b)

2. Committee hears appeal and renders decision

3. Accept GCESC LPDC decision (appeal process ends) or reject (next level appeal initiated) Level 3 Appeal

1. Appeal to another district's committee mutually agreed upon by the GCESC LPDC and the educator

APPENDIX B

LPDC Forms

Verification Form for Consistently High Performing Teachers

Teachers who meet the State Board of Education definition of consistently high-performing teacher as outlined below are exempt from the requirement to complete any additional coursework or continuing education units for the next renewal cycle of their professional educator license.

Name:	State ID:
Submission Date:	
Building/Assignment:	
Type of Certificate/License:	
Issue Date:	
Expiration Date:	

Initial Eligibility Requirements:

Must meet both of the following criteria:

1. Hold at least a five-year professional teaching license; AND
2. Receive the highest final summative rating on evaluations, as defined by Revised Code sections 3319.111 and 3319.112 where applicable, for at least four of the past five years during the current licensure cycle; AND

School Year	1st	2nd	3rd	4th	5th
Final Summative Rating					

Final Eligibility Requirements:

Must also meet at least one of the following additional criteria for at least three of the last five years during the current licensure cycle:

- Hold a valid Senior or Lead Professional Educator License;
- Hold a locally recognized teacher leadership role that enhances educational practices by providing professional learning experiences at district, regional, state or higher education level;
- Served in a leadership role for a national or state professional academic education organization;
- Served on a state-level committee supporting education; or
- Received state or national educational recognition or award.

Certification that the eligibility criteria have been met:

Superintendent or Designee Signature _____ Date _____



Individual Professional Development Plan Work Sheet

Please submit your final submission copy to the HR Kiosk for LPDC review.

Name _____

Date Submitted _____ Original _____ Revision _____

Position _____

Current Certification(s)/License(s):

Type	Area	Expiration Date

1. State 3 professional development goals.

2. Clearly describe your Professional Development Plan for accomplishing the 3 above goals.

3. State how your plan aligns to Auburn Career Center's mission and/or strategic objectives.

4. Will you be enrolled in undergraduate/graduate degree program during this renewal cycle?

Yes No

If yes, complete the following:

College/University _____

Degree _____

Anticipated Completion Date: _____

5. Will you be requesting PDUs? Yes No

If "Yes," a proposal form must be submitted.

6. State why this plan will benefit your professional development.

7. Proposed timeline and plane of action.

8. Identify procedures you will use to determine the progress and success of each goal of your Individual Professional Development Plan as stated in question #1 on this form.

Date Reviewed _____

Approved _____ Please submit with revisions _____



LPDC Checklist for IPDP

Name: _____ Date of review: _____

- _____ Goals and objectives are clearly stated.
- _____ Goals of the IPDP are in alignment with district goals.
- _____ IPDP is relevant to assigned role in the district.
- _____ Proposed activities and timelines are reasonable and thorough.
- _____ Evaluation procedure is reasonable and thorough.

Individual Professional Development Plan

_____ Approved _____ Not Approved

Reason(s) IPDP is not being approved at this time:

Reviewed by the following ALPDC Members:

Return to employee on: _____

Copies to remain with ALPDC and in Professional Development file.



LPDC Coursework/Workshop Proposal

Name: _____ Date: _____

Course/Workshop Title: _____

Location: _____

Number of Credit Hours/CEUs: _____

Brief description of course/workshop:

Rationale: Describe the anticipated benefits to yourself, students, and or district.

Approved: _____ Please resubmit with revisions: _____



**Proposal Worksheet for
Professional Development Units (PDUs)
For Contact Hour Activities**

Name _____ Date _____

Title of Activity _____

Estimated Contact Hours _____

Process: Describe the proposed activity.

Rationale: Explain the basis for choosing this activity.

Benefits: Describe anticipated benefits to yourself, students and the school district.

Assessment: Describe how the impact of this activity will be assessed.



Auburn Vocational School District

Certificate of Approval
for C.E.U. Credit(s)

This is to certify _____

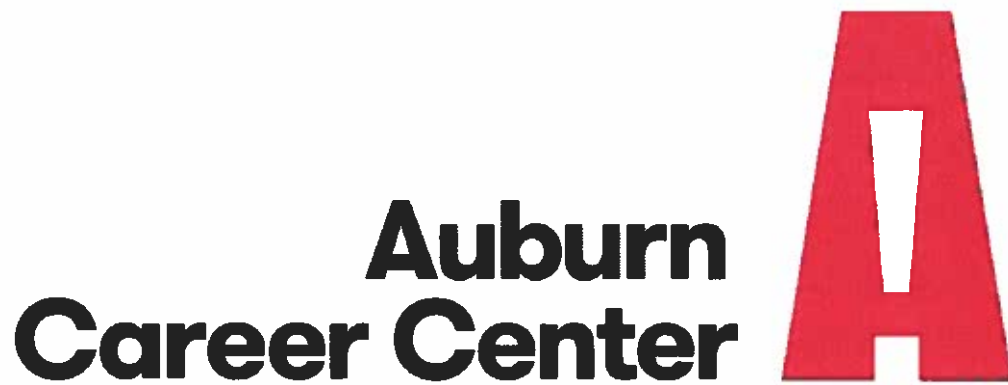
participated in _____

and earned _____ C.E.U.s from

the Auburn Vocational School District.

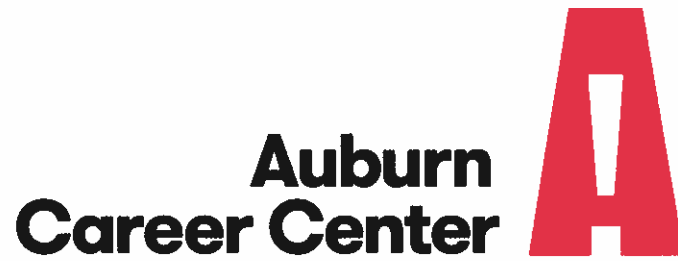
Signature/Title

Date



Attachment Item #17B

Consent Agenda: Teaching Professions Pathway Affiliation Agreement



List of Schools & Businesses

Affiliation Agreements for Teaching Professions Pathway

Small Hands Big Dreams – Bainbridge

Goddard School- Concord Twp.

Lakeland Community College TLC

iSTEM Geauga Early College High School

Hershey Montessori

Broadmoor School

Fairport Harbor

Painesville City

Kirtland School District

Madison Local School District

Perry School District

Riverside School District

Berkshire School District

Cardinal School District

Chardon School District

Kenston School District

Newbury School District

Agape Academy

Euclid City School District

Mentor School District

Wickliffe School District



**Affiliation Agreement
Between
Auburn Career Center
And
LAKELAND COMMUNITY COLLEGE TLC**
7700 Clocktower Drive, Kirtland, OH 44094

Auburn's Teaching Professions Pathway Program

This agreement is entered into on this July 2019 by and between Auburn Career Center and LAKELAND COMMUNITY COLLEGE.

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with LAKELAND COMMUNITY COLLEGE.

WHEREAS, LAKELAND COMMUNITY COLLEGE has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between LAKELAND COMMUNITY COLLEGE and Auburn Career Center the following aspects of affiliation are described:

1. General Information

- a. The length of the student assignment for the Teaching Professions Pathway experience will be by mutual decision.
- b. If a student is unable to meet the requirements of the described workforce experiences, a conference between the Career Teacher of the respective program and the Teaching Professions Pathway Instructor at Auburn Career Center and the supervisor or designee shall be held to determine the appropriate course of action.

Auburn will, however, have final responsibility for determining the academic status of students. LAKELAND COMMUNITY COLLEGE

may refuse to permit a student to return if student's actions pose a risk to anyone.

- c. **The students are to be responsible for transportation and transportation costs while affiliating at LAKELAND COMMUNITY COLLEGE.**
- d. **The students, while at LAKELAND COMMUNITY COLLEGE are to wear business casual attire mutually agreed upon between LAKELAND COMMUNITY COLLEGE and Auburn.**
- e. **It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin and will provide reasonable accommodations for individuals with disabilities.**
- f. **The students will conform to the Policies & Procedures of LAKELAND COMMUNITY COLLEGE and follow all directives of staff. Students will be informed by Auburn of general regulations and minimum safety standards including fire safety procedures, hazardous material, and sanitation and safety management.**
- g. **There is no compensation paid to the students for their work as part of the Teaching Professions Pathway Program. All work and work products will be considered to be on a volunteer basis unless other arrangements have been made.**
- h. **The students who are not being paid or compensated are not considered employees of LAKELAND COMMUNITY COLLEGE, therefore the students will not be covered by social security, unemployment compensation, worker's compensation, and institutions, liability coverage or any other employment related benefit.**
- i. **Auburn may refer to the affiliation with LAKELAND COMMUNITY COLLEGE in its catalog and in other public information materials regarding its programs. LAKELAND COMMUNITY COLLEGE may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs. Each party reserves the right to a final review and approval of its parties reference in any and all public information materials.**
- j. **Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.**
- k. **LAKELAND COMMUNITY COLLEGE will administer emergency medical treatment (if applicable) to the student and call 911, if necessary for injury or illness suffered during the Teaching Professions Pathway program experience. The cost of such treatment will be the responsibility of the individual student or their family.**

2. Responsibilities of Auburn Career Center

- A.) Auburn will provide a Teaching Professions Pathway Program Liaison or Career Teacher to coordinate with LAKELAND COMMUNITY COLLEGE and communicate on a weekly basis.
- B.) Auburn shall require all students participating in the Teaching Professions Pathway Program to have on record with Auburn any current health records needed for in accordance with workplace regulations.
- C.) Auburn may withdraw any student from LAKELAND COMMUNITY COLLEGE if proper supervision or education is not provided.

3. Responsibilities of LAKELAND COMMUNITY COLLEGE

- a. LAKELAND COMMUNITY COLLEGE shall provide physical facilities and environment needed for the Teaching Professions Pathway experience of the students assigned to its facility, within the limits and abilities of LAKELAND COMMUNITY COLLEGE. Privileges will include parking.
- b. LAKELAND COMMUNITY COLLEGE shall provide an orientation for the intern at the beginning of the Teaching Professions Pathway Program assignments.
- c. LAKELAND COMMUNITY COLLEGE may request Auburn to withdraw its intern from the Teaching Professions Pathway experience if the work performance or behavior is unsatisfactory or disruptive, or whose health status is a detriment to the student's successful completion of the Teaching Professions Pathway experience assignment.

4. Terms of Agreement

- a. The agreement is not assignable, but is binding on the corporate successor of the parties.
- b. This agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. The agreement may be terminated by either party on written notice of said intent, at least ten (10) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.

- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.
- g. This agreement will be governed by the laws of the State of Ohio.
- h. This agreement is for a term of the remainder of the 2019-2021 school years unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

IN WITNESS WHEREOF, the parties execute this Agreement by person who warrants that they have the authority to execute this agreement.

Laura C. Bernard

Administrator Signature

7/26/19

Date

Laura C Bernard

Administrator Printed Name

7/26/19

Date

Auburn Signature

Date

Auburn Printed Name

Date



Attachment Item #17C

Consent Agenda: College Tech Prep Articulation Agreements with Kent State University

COLLEGE TECH PREP ARTICULATION AGREEMENT

By and Between
Auburn Career Center
Advanced Manufacturing
and
Kent State University
Associate of Applied Science in Mechanical Engineering Technology, General Concentration

This College Tech Prep ARTICULATION AGREEMENT (the "Agreement") is entered into in the 2019-2020 Academic Year (the "Effective Date") by and between Auburn Career Center (the "High School"), with an address of 8140 Auburn Road Concord Township, Ohio 44077; and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The High School Program is an approved College Tech Prep Program by the Ohio Department of Education and Kent State is an Ohio institution of higher learning and a member of the Ohio University System. The High School and Kent State desire to enter into a contract pursuant to which students of the High School would be eligible for articulated course credits at Kent State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Kent State will provide the Articulation Benefits at no charge to past and present students who meet the Articulation Criteria. The articulated credit will be based upon the articulation agreement in place at the time the student applies to KSU.
- c. Accreditation of Kent State. Kent State warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State will notify the High School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-d), Kent State will consider their applications for admission in accordance with standard Kent State admission application evaluation criteria, while favorably recognizing students' accomplishments in the High School College Tech Prep Program.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the High School Spring Term, two academic years after the effective date, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Kent State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

- c. **Post-Termination.** Upon expiration or termination of this Agreement for any reason, students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by this Agreement.

3. Miscellaneous.

- a. **Severability.** If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. **Jurisdiction.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. **Survival.** Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. **Notices.** All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the High School, an additional copy addressed to "General Counsel":

For Auburn Career Center:
Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord Township, Ohio 44077

For Kent State University:
Todd A. Diacon, Ph.D.
Executive Vice President and Provost
Library, Executive Suite
Kent, OH 44242

- f. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only in writing and must be signed by both parties.
- g. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. **Complete Agreement; Integration.** This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. **Counterparts; Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.

- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Auburn Career Center:

KENT STATE UNIVERSITY:

By: _____ Date: _____
Dr. Brian Bontempo
Superintendent

By: _____ Date: _____
Todd A. Diacon, Ph.D.
Executive Vice President and Provost

Attachment A
To The
Articulation Agreement Entered into in the 2019-2020 Academic Year
By and Between
College Tech Prep and Kent State University
Associate of Applied Science in Mechanical Engineering Technology, General Concentration
and
Auburn Career Center
Advanced Manufacturing
Articulation Criteria and Articulation Benefits

1. *The articulation criteria are:*

- a. Completion of a state approved College Tech Prep Program.
- b. Achievement of “B” or better in the High School College Tech Prep Courses.
- c. Completion of Kent State University admission process within 15 months of High School graduation.
- d. Completion of Kent College Tech Prep Articulated Credit Process within 15 months of High School graduation.

2. *The articulation benefits are:*

- a. Facilitates articulation of courses between the High School, Manufacturing, and Kent State, Associate of Applied Science in Mechanical Engineering Technology, General Concentration.
- b. Motivates students to pursue postsecondary education as a result of obtaining college credit.
- c. Maintains ongoing communication between high school teachers and college faculty to insure alignment of curricula.
- d. Benefits Northeast Ohio by infusing the job market with graduates who have the skills needed to compete in the 21st century global job market.

SUGGESTED SEMESTER SEQUENCE

College Tech Prep Program: Advanced Manufacturing
 High School: Auburn Career Center
 Kent State University: Associate of Applied Science in Mechanical Engineering Technology, General Concentration

Course Subject and Title	Credit Hours	Upper Division	
Semester One: [16 Credit Hours]			
MERT 12000 Engineering Drawing	3		Tech Prep Articulated Credit
MERT 12004 Manufacturing Processes	3		
MATH 11010 Algebra for Calculus	3		
UC 10097 Destination Kent State: FYE	1		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Two: [15 Credit Hours]			
MERT 12001 Computer Aided Design	3		
MERT 12005 Properties of Materials	3		
MERT 22012 Fluid Power	3		
MATH 11012 Intuitive Calculus	3		
MATH 11022 Trigonometry	3		
Semester Three: [15-17 Credit Hours]			
MERT 22003 Computer Aided Tool Design	3		
MERT 22005 Statics	3		
COMM 15000 Intro to Human Communication	3		
EERT 22014 Microprocessors and Robotics	3		
Physics Elective A	3-5		
Semester Four: [18-19 Credit Hours]			
MERT 22009 Engineering Technology Project	2		
EERT 21010 Engineering and Professional Ethics <i>or</i> ENGT 22006 Economic Decision Analysis <i>or</i> TECH 31010 Engineering and Professional Ethics	3		
ENG 20002 Introduction to Technical Writing <i>or</i> OTEC 26638 Business Communication	3		
MERT 22007 Strength of Materials	3		
Physics Elective B	4-5		
Kent Core Requirement	3		

Graduation Requirements Summary

Minimum Total Hours	Minimum	
	Major GPA	Overall GPA
64	2.00	2.00

Revised 03/2018. Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.

**Kent College Tech Prep Consortium
Articulation Agreement**

The following individuals/committees have reviewed this agreement:

**Regional Faculty Council
Regional Campus Dean
Educational Policies Council**

COLLEGE TECH PREP ARTICULATION AGREEMENT

By and Between
Auburn Career Center
Construction Technology
and
Kent State University
Bachelor of Science in Construction Management

This College Tech Prep ARTICULATION AGREEMENT (the "Agreement") is entered into in the 2019-20 Academic Year (the "Effective Date") by and between Auburn Career Center (the "High School"), with an address of 8140 Auburn Road Concord Township, Ohio 44077; and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The High School Program is an approved College Tech Prep Program by the Ohio Department of Education and Kent State is an Ohio institution of higher learning and a member of the Ohio University System. The High School and Kent State desire to enter into a contract pursuant to which students of the High School would be eligible for articulated course credits at Kent State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Kent State will provide the Articulation Benefits at no charge to past and present students who meet the Articulation Criteria. The articulated credit will be based upon the articulation agreement in place at the time the student applies to KSU.
- c. Accreditation of Kent State. Kent State warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State will notify the High School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-d), Kent State will consider their applications for admission in accordance with standard Kent State admission application evaluation criteria, while favorably recognizing students' accomplishments in the High School College Tech Prep Program.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the High School Spring Term, two academic years after the effective date, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Kent State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by this Agreement.

3. Miscellaneous.

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the High School, an additional copy addressed to "General Counsel":

For Auburn Career Center:
Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord Township, Ohio 44077

For Kent State University:
Todd A. Diacon, Ph.D.
Executive Vice President and Provost
Library, Executive Suite
Kent, OH 44242

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only in writing and must be signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.
- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Auburn Career Center:

KENT STATE UNIVERSITY:

By: _____ Date: _____
 Dr. Brian Bontempo
 Superintendent

By: _____ Date: _____
 Todd A. Diacon, Ph.D.
 Executive Vice President and Provost

**Attachment A
To The
Articulation Agreement Entered into in the 2019-20 Academic Year
By and Between
College Tech Prep and Kent State University
Bachelor of Science in Construction Management
and
Auburn Career Center
Construction Technology**

Articulation Criteria and Articulation Benefits

1. *The articulation criteria are:*

- a. Completion of a state approved College Tech Prep Program.
- b. Achievement of “B” or better in the High School College Tech Prep courses.
- c. Completion of Kent State University admission process within 15 months of High School graduation.
- d. Completion of Kent College Tech Prep Articulated Credit Process within 18 months of High School graduation.

2. *The articulation benefits are:*

- a. Facilitates articulation of courses between the High School, Construction, and Kent State, Bachelor of Science in Construction Management.
- b. Motivates students to pursue postsecondary education as a result of obtaining college credit.
- c. Maintains ongoing communication between high school teachers and college faculty to insure alignment of curricula.
- d. Benefits Northeast Ohio by infusing the job market with graduates who have the skills needed to compete in the 21st century global job market.

SUGGESTED SEMESTER SEQUENCE

College Tech Prep Program: Construction Technology
 High School: Auburn Career Center
 Kent State University: Bachelor of Science in Construction Management

Course Subject and Title	Credit Hours	Upper Division	
Semester One: [16 Credit Hours]			
CMGT 10001 Intro to Construction Management	3		
MATH 11022 Trigonometry	3		
TECH 13580 Engineering Graphics I	3		
UC 10097 Destination Kent State: First Year Experience	1		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Two: [15 Credit Hours]			
CMGT 11044 Construction Safety	3		Tech Prep Articulated Credit given for students who have OSHA 30 hour certification
CMGT Construction Materials and Methods I	3		
CMGT Construction Document Reading	3		
MATH 11012 Intuitive Calculus	3		
Kent Core Requirement	3		
Semester Three: [15 Credit Hours]			
ENG 20002 Intro to Technical Writing	3		
TECH 27210 Intro to Sustainability	3		
Kent Core Requirement	3		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Four: [15 Credit Hours]			
CMGT 21071 Construction Materials and Methods II	3		
CMGT 25000 Principles of L.E.E.D.	1		
ECON 22060 Principles of Microeconomics	3		
PHY 13001 General College Physics I	4		
PHY 13021 General College Physics Lab I	1		
Kent Core Requirement	3		
Semester Five: [15 Credit Hours]			
ACCT 23020 Intro to Financial Accounting	3		
CMGT 31033 Mechanical Systems	3		
CMGT 31023 Construction Surveying	3		
CMGT 41040 Construction Estimating I	3		
TECH 33111 Statics and Strength of Materials	3		
Semester Six: [15 Credit Hours]			
CMGT 31040 Electrical Systems for Construction Managers	3		
CMGT 41041 Construction Estimating II	3		
MGMT 24163 Principles of Management	3		

Revised 5/2019. Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.

Course Subject and Title	Credit Hours	Upper Division	
MKTG 25010 Principles of Marketing	3		
CMGT 31015 Construction Technology	3		Tech Prep Articulated Credit
Semester Seven: [15 Credit Hours]			
CMGT 33092 Construction Management Internship	3		
CMGT 42107 Construction Scheduling	3		
ECON 22061 Principles of Macroeconomics	3		
FIN 26074 Legal Environment of Business	3		
Concentration Requirement or General Elective	3		
Semester Eight: [14 Credit Hours]			
CMGT 42105 Construction Contracts and Law	3		
CMGT 42110 Construction Management Capstone	3		
Concentration Requirements or General Electives	8		

Graduation Requirements Summary

Minimum Total Hours	Minimum	
	Major GPA	Overall GPA
120	2.0	2.0

COLLEGE TECH PREP ARTICULATION AGREEMENT

By and Between
Auburn Career Center
HVAC
and
Kent State University
Bachelor of Science in Construction Management

This College Tech Prep ARTICULATION AGREEMENT (the "Agreement") is entered into in the 2019-20 Academic Year (the "Effective Date") by and between Auburn Career Center (the "High School"), with an address of 8140 Auburn Road Concord Township, Ohio 44077; and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The High School Program is an approved College Tech Prep Program by the Ohio Department of Education and Kent State is an Ohio institution of higher learning and a member of the Ohio University System. The High School and Kent State desire to enter into a contract pursuant to which students of the High School would be eligible for articulated course credits at Kent State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Kent State will provide the Articulation Benefits at no charge to past and present students who meet the Articulation Criteria. The articulated credit will be based upon the articulation agreement in place at the time the student applies to KSU.
- c. Accreditation of Kent State. Kent State warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State will notify the High School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation Criteria I(a-d), Kent State will consider their applications for admission in accordance with standard Kent State admission application evaluation criteria, while favorably recognizing students' accomplishments in the High School College Tech Prep Program.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the High School Spring Term, two academic years after the effective date, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Kent State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by this Agreement.

3. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the High School, an additional copy addressed to "General Counsel":

For Auburn Career Center:
Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord Township, Ohio 44077

For Kent State University:
Todd A. Diacon, Ph.D.
Executive Vice President and Provost
Library, Executive Suite
Kent, OH 44242

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only in writing and must be signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.

- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Auburn Career Center:

KENT STATE UNIVERSITY:

By: _____ Date: _____
Dr. Brian Bontempo
Superintendent

By: _____ Date: _____
Todd A. Diacon, Ph.D.
Executive Vice President and Provost

**Attachment A
To The
Articulation Agreement Entered into in the 2019-20 Academic Year
By and Between
College Tech Prep and Kent State University
Bachelor of Science in Construction Management
and
Auburn Career Center
HVAC**

Articulation Criteria and Articulation Benefits

- 1. *The articulation criteria are:***
 - a. Completion of a state approved College Tech Prep Program.
 - b. Achievement of “B” or better in the High School College Tech Prep courses.
 - c. Completion of Kent State University admission process within 15 months of High School graduation.
 - d. Completion of Kent College Tech Prep Articulated Credit Process within 18 months of High School graduation.

- 2. *The articulation benefits are:***
 - a. Facilitates articulation of courses between the High School, HVAC, and Kent State, Bachelor of Science in Construction Management.
 - b. Motivates students to pursue postsecondary education as a result of obtaining college credit.
 - c. Maintains ongoing communication between high school teachers and college faculty to insure alignment of curricula.
 - d. Benefits Northeast Ohio by infusing the job market with graduates who have the skills needed to compete in the 21st century global job market.

SUGGESTED SEMESTER SEQUENCE

College Tech Prep Program: HVAC
 High School: Auburn Career Center
 Kent State University: Bachelor of Science in Construction Management

Course Subject and Title	Credit Hours	Upper Division	
Semester One: [16 Credit Hours]			
CMGT 10001 Intro to Construction Management	3		
MATH 11022 Trigonometry	3		
TECH 13580 Engineering Graphics I	3		
UC 10097 Destination Kent State: First Year Experience	1		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Two: [15 Credit Hours]			
CMGT 11044 Construction Safety	3		Tech Prep Articulated Credit given for students who have OSHA 30 hour certification
CMGT Construction Materials and Methods I	3		
CMGT Construction Document Reading	3		
MATH 11012 Intuitive Calculus	3		
Kent Core Requirement	3		
Semester Three: [15 Credit Hours]			
ENG 20002 Intro to Technical Writing	3		
TECH 27210 Intro to Sustainability	3		
Kent Core Requirement	3		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Four: [15 Credit Hours]			
CMGT 21071 Construction Materials and Methods II	3		
CMGT 25000 Principles of L.E.E.D.	1		
ECON 22060 Principles of Microeconomics	3		
PHY 13001 General College Physics I	4		
PHY 13021 General College Physics Lab I	1		
Kent Core Requirement	3		
Semester Five: [15 Credit Hours]			
ACCT 23020 Intro to Financial Accounting	3		
CMGT 31033 Mechanical Systems	3		
CMGT 31023 Construction Surveying	3		
CMGT 41040 Construction Estimating I	3		
TECH 33111 Statics and Strength of Materials	3		
Semester Six: [15 Credit Hours]			
CMGT 31040 Electrical Systems for Construction Managers	3		
CMGT 41041 Construction Estimating II	3		
MGMT 24163 Principles of Management	3		

Revised 5/2019. Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.

Course Subject and Title	Credit Hours	Upper Division	
MKTG 25010 Principles of Marketing	3		
CMGT 31015 Construction Technology	3		Tech Prep Articulated Credit
Semester Seven: [15 Credit Hours]			
CMGT 33092 Construction Management Internship	3		
CMGT 42107 Construction Scheduling	3		
ECON 22061 Principles of Macroeconomics	3		
FIN 26074 Legal Environment of Business	3		
Concentration Requirement or General Elective	3		
Semester Eight: [14 Credit Hours]			
CMGT 42105 Construction Contracts and Law	3		
CMGT 42110 Construction Management Capstone	3		
Concentration Requirements or General Electives	8		

Graduation Requirements Summary

Minimum Total Hours	Minimum	
	Major GPA	Overall GPA
120	2.0	2.0

COLLEGE TECH PREP ARTICULATION AGREEMENT

By and Between
Auburn Career Center
Sports Medicine
and
Kent State University
Bachelor of Science, Athletic Training

This College Tech Prep ARTICULATION AGREEMENT (the "Agreement") is entered into in the 2019-2020 Academic Year (the "Effective Date") by and between Auburn Career Center (the "High School"), with an address of 8140 Auburn Road Concord Township, Ohio 44077; and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The High School Program is an approved College Tech Prep Program by the Ohio Department of Education and Kent State is an Ohio institution of higher learning and a member of the Ohio University System. The High School and Kent State desire to enter into a contract pursuant to which students of the High School would be eligible for articulated course credits at Kent State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Kent State will provide the Articulation Benefits at no charge to past and present students who meet the Articulation Criteria. The articulated credit will be based upon the articulation agreement in place at the time the student applies to KSU.
- c. Accreditation of Kent State. Kent State warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State will notify the High School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-d), Kent State will consider their applications for admission in accordance with standard Kent State admission application evaluation criteria, while favorably recognizing students' accomplishments in the High School College Tech Prep Program.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the High School Spring Term, two academic years after the effective date, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Kent State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by this Agreement.

3. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the High School, an additional copy addressed to "General Counsel":

For Auburn Career Center:
Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord Township, Ohio 44077

For Kent State University:
Todd A. Diacon, Ph.D.
Executive Vice President and Provost
Library, Executive Suite
Kent, OH 44242

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only in writing and must be signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.

- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Auburn Career Center:

KENT STATE UNIVERSITY:

By: _____ Date: _____
Dr. Brian Bontempo
Superintendent

By: _____ Date: _____
Todd A. Diacon, Ph.D.
Executive Vice President and Provost

**Attachment A
To The
Articulation Agreement Entered into in the 2019-2020 Academic Year
By and Between
College Tech Prep and Kent State University
Bachelor of Science, Athletic Training
and
Auburn Career Center
Sports Medicine**

Articulation Criteria and Articulation Benefits

1. *The articulation criteria are:*

- a. Completion of a state approved College Tech Prep Program.
- b. Achievement of “B” or better in the High School College Tech Prep courses.
- c. Completion of Kent State University admission process within 15 months of High School graduation.
- d. Completion of Kent College Tech Prep Articulated Credit Process within 15 months of High School graduation.

2. *The articulation benefits are:*

- a. Facilitates articulation of courses between the High School, Sports Medicine, and Kent State, Bachelor of Science in Athletic Training.
- b. Motivates students to pursue postsecondary education as a result of obtaining college credit.
- c. Maintains ongoing communication between high school teachers and college faculty to insure alignment of curricula.
- d. Benefits Northeast Ohio by infusing the job market with graduates who have the skills needed to compete in the 21st century global job market.

SUGGESTED SEMESTER SEQUENCE

College Tech Prep Program: Sports Medicine
 High School: Auburn Career Center
 Kent State University: Bachelor of Science, Athletic Training

Course Subject and Title	Credit Hours	Upper Division	
Semester One: [15 Credit Hours]			
ATTR 15001 Intro to Clinical Athletic Training I	2		
ATTR 25036 Principles of Athletic Training	3		Tech Prep Articulated Credit
UC 10097 Destination Kent State; First Year Experience ¹	1		
Kent Core Requirement	3		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Two: [14 Credit Hours]			
ATTR 15011 Intro to Clinical Athletic Training	2		
ATTR 25057 Human Anatomy and Physiology I ²	3		
CHEM 10050 Fundamentals of Chemistry	3		
HED 14020 Medical Terminology	3		
NUTR 23511 Science of Human Nutrition	3		
Semester Three: [17 Credit Hours]			
Requirements: minimum overall 2.500 GPA; first aid and CPR certification; acceptance to the professional phase of the program			
ATTR 15092 Practicum in Athletic Training I	3		
ATTR 25037 Physical Assessment Techniques for the Lower Extremity and Spine	3		
ATTR 35040 Strength and Conditioning	2		
Kent Core Requirement	3		
Kent Core Requirement	3		
General Electives	3		
Semester Four: [15 Credit Hours]			
ATTR 25038 Physical Assessment Techniques for Upper Extremity, Head and Neck	3		
ATTR 25092 Practicum in Athletic Training II	3		
ATTR 35039 Therapeutic Modalities	3		
ATTR 35054 Biomechanics	3		
PSYC 11762 General Psychology	3		
Semester Five: [15 Credit Hours]			
ATTR 35092 Practicum in Athletic Training III	3		
ATTR 45039 Therapeutic Rehabilitation	3		
ATTR 25058 Human Anatomy and Physiology II	3		
EXSC 35068 Statistics for Exercise Scientist	3		
Kent Core Requirement	3		
Semester Six: [15 Credit Hours]			
ATTR 35037 Advanced Physical Assessment Techniques	3		

Course Subject and Title	Credit Hours	Upper Division	
ATTR 35050 Neurological Process for the Healthcare Professional	3		
ATTR 45041 Advanced Therapeutic Interventions	3		
ATTR 45192 Practicum in Athletic Training IV	3		
Kent Core Requirement	3		
Semester Seven: [15 Credit Hours]			
ATTR 45017 Professional Development in Athletic Training	3		
ATTR 45038 Organization and Administration of Athletic Training	3		
ATTR 45040 Pathology and Pharmacology for Allied Health Care Providers	3		
ATTR 45292 Internship in Athletic Training I	3		
EXSC 45080 Physiology of Exercise	3		
Semester Eight: [15-16 Credit Hours]			
Note: apply for the Board of Certification (BOC) and Ohio Athletic Training Licensure examinations			
ATTR 43018 Ethics for Allied Health Professionals	3		
ATTR 45392 Internship in Athletic Training II	3		
IHS 44010 Research Design and Statistical Methods in the Health Professions (3) <i>or</i> SOC 32220 Data Analysis (3) <i>and</i> SOC 32221 Data Analysis Lab (1)	3-4		
General Electives	6		

Graduation Requirements Summary

Minimum Total Hours	Minimum Upper-Division Hours	Minimum Kent Core Hours	Minimum	
			Major GPA	Overall GPA
121	39	36	2.500	2.500

COLLEGE TECH PREP ARTICULATION AGREEMENT

By and Between
Auburn Career Center
Welding
Welding Pathway
and
Kent State University

Associate of Applied Science in Mechanical Engineering Technology, General Concentration

This College Tech Prep ARTICULATION AGREEMENT (the "Agreement") is entered into in the 2019-2020 Academic Year (the "Effective Date") by and between Auburn Career Center (the "High School"), with an address of 8140 Auburn Road Concord Township, Ohio 44077; and Kent State University ("Kent State"), with an address of Kent, Ohio 44242. The High School Program is an approved College Tech Prep Program by the Ohio Department of Education and Kent State is an Ohio institution of higher learning and a member of the Ohio University System. The High School and Kent State desire to enter into a contract pursuant to which students of the High School would be eligible for articulated course credits at Kent State, according to the terms contained in this Agreement.

ACCORDINGLY, in consideration of the promises and mutual covenants contained in this Agreement, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Description of Articulation Program.*

- a. Definitions. Articulation Criteria and Articulation Benefits are defined in Attachment A.
- b. Articulation Benefits to Students. Kent State will provide the Articulation Benefits at no charge to past and present students who meet the Articulation Criteria. The articulated credit will be based upon the articulation agreement in place at the time the student applies to KSU.
- c. Accreditation of Kent State. Kent State warrants that it is accredited by the North Central Association of Colleges and Schools. Kent State will notify the High School if such accreditation ceases to exist.
- d. Admissions Processing. For those past or present students who meet Articulation Criteria 1(a-d), Kent State will consider their applications for admission in accordance with standard Kent State admission application evaluation criteria, while favorably recognizing students' accomplishments in the High School College Tech Prep Program.
- e. Non-Exclusivity. This Agreement is not exclusive, and either party may enter into similar agreements with any other party.

2. *Term and Termination.*

- a. Term. This Agreement will run from the Effective Date until the end of the last day of the High School Spring Term, two academic years after the effective date, at which time this Agreement will automatically expire.
- b. Termination. Either party may terminate this Agreement in the event of a material breach by the other party, effective upon the later date to occur of (i) the end of the next admissions application and review period of Kent State, or (ii) the date that is 90 days after the notice that includes a description of the breach; *provided* in either case that the breaching party shall be allowed until said effective date to cure said breach, and if the breach is so cured the termination notice will be of no effect.

- c. Post-Termination. Upon expiration or termination of this Agreement for any reason, students previously accepted by or admitted to Kent State shall continue to receive the benefits contemplated by this Agreement.

3. *Miscellaneous.*

- a. Severability. If any Section or provision of this Agreement be held illegal, unenforceable, or in conflict with any law by a court of competent jurisdiction, such Section or provision of this Agreement shall be deemed severed from this Agreement and the validity of the remainder of this Agreement shall not be affected thereby.
- b. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts made and to be enforced wholly within Ohio.
- c. Jurisdiction. The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof.
- d. Survival. Sections 2(c) and this Section 3 will survive termination or expiration of this Agreement.
- e. Notices. All notices or other written communications relating to termination, expiration, or any other legal matter relating to this Agreement will be effective when received in accordance with this Section 3(e) and must be given in writing by courier or reputable overnight delivery service, or by certified mail, return receipt requested, to either party at the following address (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with, in the case of the High School, an additional copy addressed to "General Counsel":

For Auburn Career Center:
Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord Township, Ohio 44077

For Kent State University:
Todd A. Diacon, Ph.D.
Executive Vice President and Provost
Library, Executive Suite
Kent, OH 44242

- f. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this Agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only in writing and must be signed by both parties.
- g. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section would be null and void.
- h. Complete Agreement; Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
- i. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single agreement. For the purpose of interpreting this Agreement, facsimile signatures shall be considered equivalent to original signatures.

- j. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. Neither party shall make any commitment, or give the impression that it has authority to make any commitment, on behalf of the other party.

- k. Compliance with Laws. The parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this Agreement, each party agrees that it will not unlawfully discriminate against any person on the basis of race, sex, religion, disability, age, national origin, or color.

INTENDING TO BE LEGALLY BOUND, by signing below, each party acknowledges its agreement with the terms and conditions of this Agreement and each signatory represents and warrants that he/she is authorized to sign on behalf of and to bind his/her party to all of the terms and conditions of this Agreement as of the Effective Date.

Auburn Career Center:

KENT STATE UNIVERSITY:

By: _____ Date: _____
Dr. Brian Bontempo
Superintendent

By: _____ Date: _____
Todd A. Diacon, Ph.D.
Executive Vice President and Provost

**Attachment A
To The
Articulation Agreement Entered into in the 2019-2020 Academic Year
By and Between
College Tech Prep and Kent State University
Associate of Applied Science in Mechanical Engineering Technology, General Concentration
and
Auburn Career Center
Welding**

Articulation Criteria and Articulation Benefits

1. *The articulation criteria are:*

- a. Completion of a state approved College Tech Prep Program.
- b. Achievement of "B" or better in the High School College Tech Prep Courses.
- c. Completion of Kent State University admission process within 15 months of High School graduation.
- d. Completion of Kent College Tech Prep Articulated Credit Process within 15 months of High School graduation.

2. *The articulation benefits are:*

- a. Facilitates articulation of courses between the High School, Welding, and Kent State, Associate of Applied Science in Mechanical Engineering Technology, General Concentration.
- b. Motivates students to pursue postsecondary education as a result of obtaining college credit.
- c. Maintains ongoing communication between high school teachers and college faculty to insure alignment of curricula.
- d. Benefits Northeast Ohio by infusing the job market with graduates who have the skills needed to compete in the 21st century global job market.

SUGGESTED SEMESTER SEQUENCE

College Tech Prep Program: Welding
 High School: Auburn Career Center
 Kent State University: Associate of Applied Science in Mechanical Engineering Technology, General Concentration

Course Subject and Title	Credit Hours	Upper Division	
Semester One: [16 Credit Hours]			
MERT 12000 Engineering Drawing	3		Tech Prep Articulated Credit
MERT 12004 Manufacturing Processes	3		
MATH 11010 Algebra for Calculus	3		
UC 10097 Destination Kent State: FYE	1		
Kent Core Requirement	3		
Kent Core Requirement	3		
Semester Two: [15 Credit Hours]			
MERT 12001 Computer Aided Design	3		
MERT 12005 Properties of Materials	3		
MERT 22012 Fluid Power	3		
MATH 11012 Intuitive Calculus	3		
MATH 11022 Trigonometry	3		
Semester Three: [15-17 Credit Hours]			
MERT 22003 Computer Aided Tool Design	3		
MERT 22005 Statics	3		
COMM 15000 Intro to Human Communication	3		
EERT 22014 Microprocessors and Robotics	3		
Physics Elective A	3-5		
Semester Four: [18-19 Credit Hours]			
MERT 22009 Engineering Technology Project	2		
EERT 21010 Engineering and Professional Ethics <i>or</i> ENGT 22006 Economic Decision Analysis <i>or</i> TECH 31010 Engineering and Professional Ethics	3		
ENG 20002 Introduction to Technical Writing <i>or</i> OTEC 26638 Business Communication	3		
MERT 22007 Strength of Materials	3		
Physics Elective B	4-5		
Kent Core Requirement	3		

Graduation Requirements Summary

Minimum Total Hours	Minimum	
	Major GPA	Overall GPA
64	2.00	2.00

Revised 03/2018. Version approved for use by the Office of General Counsel without changes. Any changes to these terms must be submitted to OGC for further review as to form and legal sufficiency before execution.



Attachment Item #17D

Consent Agenda: K12 License and Support Agreement

K12 LICENSE and SUPPORT AGREEMENT

This K12 License and Support Agreement ("Agreement") is made between K12 Solutions Group LLC., a Georgia corporation located at 135 Bolton Drive, Commerce, GA 30529 ("Company") and Auburn Career Center, with offices located at 8221 Auburn Road, Concord Township, OH 44077 ("Licensee").

RECITALS

- A. Company has developed certain proprietary software and as updated and revised by Company from time to time (the "K12 Products").
- B. Company provides certain services for the K12 Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "K12 Services");
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain K12 Products, and delivery of certain K12 Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, non-perpetual, right and license to the K12 Products and the related documentation ("Documentation") identified on the Order and Pricing Schedule(s) attached hereto. Licensee shall install and use the K12 Products and the Documentation solely for its own internal use and for the purposes for which such K12 Products and Documentation were designed.
- 1.2 Initial Term and Fees. Upon the Term Start Date indicated on the duly executed Order and Pricing Schedule(s) attached hereto, Company shall provide Licensee with the K12 Products and K12 Services and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable) as indicated on the Order and Pricing Schedule(s). The fees for the licenses shall be valid from the Term Start Date until twelve months thereafter (the "Initial Term").
- 1.3 Reoccurring Annual Fees. Following the Initial Term, for each 12-month period thereafter (the "Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed K12 Products (the "Reoccurring Annual Fees"). Company shall review the number of students enrolled as certified by the state in which the Licensee resides, and, in the event that the total number of enrolled students has increased or decreased, Company may increase or decrease the Reoccurring Annual Fees according to the then current fees for the licensed K12 Products and Services.

2.0 Ownership and Protection of K12 Products

- 2.1 Title: Ownership. Licensee acknowledges that the K12 Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential

property of Company or Company licensor. Licensee further acknowledges that any reports or other data generated by the K12 Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.2 Protection of K12 Products and Documentation. Licensee shall not allow, and shall not allow any third party to:

2.2.a adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the K12 Products or the Documentation, or any portion thereof;

2.2.b identify or discover any source code of the K12 Products;

2.2.c distribute, sell or sublicense copies of the K12 Products or the Documentation or any portion thereof;

2.2.d create copies of the K12 Products or the Documentation except to make a copy of any program which is required as an essential step in its utilization or to make an archival or back-up copy of the K12 Products; or

2.2.e incorporate any portion of K12 Products into or with any other K12 Products or other products, or create any derivative works of the K12 Products or Documentation.

2.3 Confidentiality. Licensee agrees that the K12 Products contain proprietary information, including trade secrets, know-how and confidential information that are the exclusive property of Company or Company licensor. During the period this Agreement is in effect and at all times after its termination, Licensee and its employees and agents shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information other than to inform permitted users of the conditions and restrictions on the use of the K12 Products or the Documentation set, and to the extent permitted by law, Licensee will not disclose the terms and conditions of this Agreement without the prior written consent of Company.

3.0 Payment

3.1 Payment Terms. Licensee shall pay Company the Fees as provided in the Order and Pricing Schedule(s) attached hereto.

3.2 Taxes. All amounts set forth for payment are exclusive of applicable sales and similar taxes and it shall be Licensee's responsibility to add to the amounts payable, and to pay all such taxes, if applicable.

4.0 Warranties

4.1 Warranties

4.1.a Operational Warranty. Company warrants that, during the ninety (90) day period (the "Warranty Period") commencing on the delivery date of the K12 Products to Licensee, the K12 Products will operate in substantial conformity with the Documentation when used in strict compliance therewith. This warranty is contingent upon Licensee's installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the K12 Products.

4.1.b Breach of Operational Warranty. Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible network(s) and operating system environment(s), and as Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option,

within a reasonable period of time, provide all reasonable programming services to correct programming errors in the K12 Products, replace the K12 Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective K12 Products, as set forth in section 6.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the annual license fees paid. Any professional services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

- 4.1.c Limitation. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 4, COMPANY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF QUALITY OR PERFORMANCE, OR AS A RESULT OF A COURSE OF DEALING OR USAGE OF TRADE, WITH RESPECT TO THE K12 PRODUCTS AND ANY MAINTENANCE, SUPPORT OR OTHER SERVICES.

5.0 Limitations of Liability

EXCEPT TO THE EXTENT INCLUDED IN AN AWARD SUBJECT TO COMPANY'S INDEMNITY OBLIGATION, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE, SUCH AS LOST BUSINESS PROFITS. COMPANY'S TOTAL LIABILITY WILL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY LICENSEE TO K12 FOR THE APPLICABLE K12 PRODUCTS, SUBJECT HOWEVER TO A TWELVE (12) MONTH STRAIGHT LINE DEPRECIATION COMMENCING ON THE DATE OF DELIVERY OF SUCH K12 PRODUCTS.

6.0 Agreement Term and Termination

6.1 Agreement Term. The term of this Agreement (the "Agreement Term") shall begin 7/1/19 ("Effective Date"), and shall remain in effect until terminated pursuant to Section 6.2. Notwithstanding the foregoing, this Agreement will terminate absolutely and without further obligation on the part of the Licensee at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed pursuant to OCGA § 20-2-506. This Agreement will automatically renew for additional one-year terms, unless the Licensee provides written notice to Company of its decision not to renew the Agreement sixty (60) days prior to the end of the calendar year.

6.2 Agreement Termination. This Agreement may be terminated as follows:

- 6.2.a either party may terminate this Agreement, with or without cause, with no less than thirty (30) days written notice.
- 6.2.b either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 6.2.c either party may terminate this Agreement and any other active agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with thirty (30) days to cure;
- 6.2.d notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 6.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid. In the event of termination of this Agreement by the Company pursuant to Sections 6.2(b), 6.2(c) or 6.2(d) prior to an

anniversary date, the Company shall be entitled to prepaid license fees for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(a) prior to an anniversary date the Company shall be entitled to prepaid license fees for the balance of the year of termination. In the event of termination of this Agreement by the Licensee pursuant to Section 6.2(b) or 6.2(c) Company shall refund the unamortized portion (assuming straight line amortization) of the annual license fees paid.

6.3 Responsibilities in the Event of Termination.

6.3.a Upon any termination of this Agreement and/or the license to use any K12 Products, Licensee shall cease to use the K12 Products and shall return to Company the K12 Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the K12 Products from its computer(s) and server(s). Failure to comply with this Section shall constitute continued use of the K12 Products. Licensee shall provide a certificate from an officer of Licensee stating compliance with this Section. Company shall also have such other legal and equitable rights and remedies to which it may be entitled with respect to Licensee's failure to comply with the provisions of this Agreement.

6.3.b Upon 90 business days following the termination of this Agreement, or sooner at the request of the District, Company warrants that the original and all copies of District information, educational records and pupil records as such terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99, "FERPA"), and any other State or Federal law relating to the protection of confidential student information, will be returned to the District or destroyed in such a manner that such information cannot be read, executed, viewed or in any way accessed when destroyed.

6.4 No Liability for Termination. Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the business relationship.

6.5 Survivorship. Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

7.0 **General Terms and Conditions**

7.1 Assignment. Licensee shall not, voluntarily or involuntarily, sublicense, sell, assign, give or otherwise transfer this Agreement. Any such transfer or attempted transfer shall be null and void. Company has the right to assign or otherwise transfer its rights and obligations under any of this Agreement, whether voluntarily, involuntarily, or by operation of law.

7.2 Governing Law. This Agreement will be governed and interpreted under the laws of the state of Georgia, U.S.A, without regard to its conflict of laws provisions. Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

7.3 Amendments; Waiver. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the parties that refer specifically to this Agreement. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

- 7.4 **Severability.** If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.
- 7.5 **Headings and Construction.** Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.
- 7.6 **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.
- 7.7 **Entire Agreement.** This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.
- 7.8 **Notices.** Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and to the address designated on page one (1) of this Agreement by Advocate for receipt of notices, or as may be provided by the parties.

K12 Solutions Group, LLC.	Auburn Career Center
Attn: Contracts Management	
135 Bolton Drive	8221 Auburn Road
Commerce, GA 30529	Concord Township, OH 44077

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

- 7.9 **Applicable Law.** Company complies and shall comply with applicable laws governing online privacy and student data privacy, including the Child Privacy Protection and Parental Empowerment Act, FERPA, the Children's Online Privacy Protection Act, and state laws. Licensee may review these laws and their related regulations by logging on to the U.S. Federal Trade Commission's website at <http://www.ftc.gov>.

7.9.a. In the course of providing services during the term of this Agreement, Company may have access to student education records that are subject to FERPA. Such information is considered confidential and is protected. To the extent that Company has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Company agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law or court order, Company shall not

disclose or share education records with any third party unless: a) permitted by the terms of this Agreement, b) directed to do so, in writing, by Licensee, or c) to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Company under this Agreement.

- 7.9.b. In the event any third party seeks to access education records that are subject to FERPA beyond the access that is provided to Company affiliated individuals for purpose of providing the services under the Agreement, whether said third party request is in accordance with FERPA or other Federal or relevant State law or regulations, Company shall immediately inform Licensee of such request in writing. Company shall not provide direct access to such data or information or respond to said third party requests, unless compelled to do so by court order or lawfully issued subpoena from any court of competent jurisdiction. Should Company receive a court order or lawfully issued subpoena seeking the release of such data or information, Company shall provide immediate notification, along with a copy thereof, to Licensee prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order/subpoena.
- 7.9.c. If Company experiences a security breach concerning any education record covered by this Agreement, Company shall immediately notify Licensee and take immediate steps to limit and mitigate such security breach to the extent possible. The Parties agree that any material breach by Company of the confidentiality obligation set forth in this Agreement may, at Licensee's discretion, result in cancellation of this Agreement and the eligibility for Company to receive any information from Licensee for a period of not less than five (5) years. The Parties further agree to indemnify and hold each other harmless for any loss, cost, damage or expense suffered by the non-breaching Party, including but not limited to the cost of notification of affected persons, as a direct result of the breaching Party's unauthorized disclosure of education records that are subject to FERPA, or any other confidentiality/privacy provision, whether federal, state or administrative in nature.
- 7.9.d. Upon termination of this Agreement, Company shall return and/or destroy all data or information that it received from Licensee hereunder as, and in accordance with, Section 6.3.b of this Agreement. Company shall not knowingly retain copies of any data or information received from Licensee once Licensee has directed Company as to how such information shall be returned and/or destroyed. Furthermore, Company shall ensure that it disposes of any and all data or information received from Licensee in a commercially reasonable manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
- 7.10 Export Rules. Licensee agrees that the K12 Products will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the K12 Products are identified as export controlled items under the Export Laws, Licensee represents and warrants that Licensee is not a citizen, or otherwise located within, an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea and Serbia) and that Licensee is not otherwise prohibited under the Export Laws from receiving the K12 Products. All rights to use the K12 Products under this Agreement are granted on the condition that such rights are forfeited if Licensee fails to comply with the terms of this Section 7.10.
- 7.11 U.S. Government End-Users. Each component licensed under this Agreement that constitute the K12 Products and Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all end users acquire the K12 Products and Services with only those rights set forth herein.

- 7.12 Electronic Signatures; Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

IN WITNESS WHEREOF, this K12 License and Support Agreement has been executed by the duly authorized representative of Company and Licensee.

K12 Solutions Group, LLC.

Auburn Career Center

By:

By:

Name: Brock Wilson

Name:

Its: Chief Executive Officer

Its:

Order and Pricing Schedule

Reference to Agreement. This Order and Pricing Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between K-12 Solutions Group, ("Company") and Auburn Career Center, ("Licensee").

Description	Term Start Date	Quantity	Fee Type	Unit Price	Total
Checkmate Plus	7/1/2019	850	Recurring	\$0.85	\$722.50
Annual Recurring Total					\$722.50

Auburn Career Center

By:

Name:

Its:

Date:

**Auburn
Career Center**



Attachment Item #17E

*Consent Agenda:
Master Electric Energy Sales
Agreement*

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the 23rd day of August, 2019 (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and AUBURN CAREER CENTER ("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

ENGIE has entered into a Master Agreement to Provide Services to an Affinity Group ("Affinity Agreement") with the Ohio Schools Council, the Ohio School Board Association, the Ohio Association of School Business Officials and the Buckeye Association of School Administrators (collectively doing business under the trade name Power4Schools ("P4S"). Pursuant to the Affinity Agreement, P4S has agreed to maintain a program through which P4S will endorse ENGIE's "Electricity Supply" to its members (the "Affinity Program") and a P4S-authorized Contract Price by which ENGIE may solicit P4S' members. Customer is a member of one of the entities comprising P4S.

Customer authorizes P4S, its designated consultants, and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Electricity Supply pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. Any conflict between the terms of the Affinity Agreement and either this Agreement or an applicable Sales Confirmation shall be resolved in favor of the Affinity Agreement. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO and/or EDU subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date and continue to, or immediately following, the End Date contained in the attached Sales Confirmation, but in no event later than the end of the Billing Cycle that contains the End Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. This Agreement shall terminate within thirty (30) days upon the occurrence of any of the following events: (1) ENGIE's receipt of written notice from P4S or its retail program's Program Manager that some or all of Customer's accounts subject to this Agreement no longer takes distribution service from the electric distribution utility ("EDU"); (2) ENGIE's receipt of written notice from P4S or the Program Manager that the Participating Member is no longer an affinity member of P4S's retail electric program; or (3) P4S terminates its Master Agreement to Provide Services to an Affinity Group with ENGIE. **Notwithstanding the foregoing, the termination of this Agreement or the Affinity Agreement with ENGIE shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.**
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges (as defined in the Sales Confirmation), ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice for the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, Customer shall pay the undisputed portion of the invoice when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.

- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.
- 2.5 **Force Majeure.** Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation and acts of a public enemy. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all commercially reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities, (b) economic loss due to Customer's loss of markets or suppliers, or (c) changes in market conditions.
- 2.6 **Events of Default.** An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any material covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of ENGIE or P4S to perform any material covenant set forth in the Affinity Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured as provided in the Affinity Agreement; or (f) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (g) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (h) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 **Remedies upon Event of Default.** If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). Any such calculated settlement amount shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 2.8 LIMITATION OF LIABILITY. The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 **Limitation of Liability.** FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

- 2.9 P4S Related Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE PARTIES AGREE AND RECOGNIZE THAT P4S, EACH OF ITS ASSOCIATIONS, THEIR CONSULTANT AND PROGRAM MANAGER SHALL HAVE NO LIABILITY OF ANY TYPE (INCLUDING LIABILITY IN CONNECTION WITH ANY AND ALL CAUSES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR OTHERWISE), TO ANY PERSON OR ENTITY IN CONNECTION WITH ANY ACTION, OMISSION, DEFAULT, LOSS, FAILURE OR INTERRUPTION OF SERVICES, NON-PERFORMANCE, OR NON-PAYMENT BY ENGIE AND/OR CUSTOMER.
- 2.10 Indemnification. Except as limited by Section 2.8 and/or with regards to an act of omission by the EDU, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3. . TO THE EXTENT PROHIBITED BY STATE LAW OR OTHER STATUTE, THIS PROVISIONS SHALL BE INAPPLICABLE TO GOVERNMENTAL AND PUBLIC ENTITIES, INCLUDING PUBLIC SCHOOL DISTRICTS.
- 2.11 Representations and Warranties. Each Party represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that it has been disclosed to Customer, and Customer understands and agrees, that each of the to the associations doing business under the trade name "Power 4 Schools" (individually and collectively "P4S") and their consultants, and the Program Manager for P4S's retail electric program have a contractual relationship with ENGIE and will be compensated in connection with this Agreement. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.
- 2.12 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants including, without limitation, Program Manager, P4S, and each of its associations) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement. ENGIE acknowledges that nothing in this Section 2.12 shall limit, hinder or prohibit Customer from complying with the Ohio Public Records Act, O.R.C. Section 149.01, et seq., nor shall Customer be found to have violated this Section, or any other provision of this Agreement, for having fulfilled a valid Public Records request.
- 2.13 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.14 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. Any successor to ENGIE shall be subject to all provisions of the Affinity Agreement with P4S. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void
- 2.15 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.16 Resolution of Disputes/Arbitration. If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either

Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy may be resolved through non-binding formal dispute resolution methods, such as non-binding mediation, if agreeable to both Parties. The Parties may mutually modify these requirements herein and select any manner of dispute resolution that is agreeable to both Parties, including but not limited to binding formal dispute resolution methods, such as binding arbitration. If the Parties choose to be referred to Arbitration, the arbitration shall be in accordance with the American Arbitration Association Arbitration ("AAA") Rules in effect at the time of the dispute resolution, unless the Parties mutually select some other rules. The place of arbitration shall be in Columbus, Ohio at a place agreeable to both Parties. The arbitrator(s) function shall be limited to the functions mutually agreeable to both Parties; however, the arbitrator(s) shall not have the power to change, add to, subtract, or amend or modify in any way any provision(s) of this Agreement, unless otherwise agreed to by the parties. The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

- 2.17 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein and not otherwise reimbursed to ENGIE in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement if in accordance with the Affinity Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. ENGIE shall provide Customer with at least thirty (30) days written notice that an adjustment will occur and the amount of the adjustment.

Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN COLUMBUS, FRANKLIN COUNTY, OHIO IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.

- 2.18 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no agreements or representations affecting the same subject matter other than those herein, except the Affinity Agreement. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions remain effective and enforceable to the extent permitted by law. All confidentiality and indemnity rights survive the termination. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means a petition or the commencement of a proceeding under a bankruptcy, insolvency, reorganization or similar law, makes an assignment or any general arrangement for the benefit of creditors, becomes insolvent (however evidenced), or has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party (to whom the notice, payment or delivery is being sent to/received by) principal place of business.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity at the AEP-Dayton Hub and any Related Services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market. In calculating the Termination Payment, the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price the wholesale price for Related Services shall be those that are directly related to costs already committed to by ENGIE to serve that customer.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance is collateral in the form of cash, letter of credit, corporate guaranty, or other security acceptable to requesting Party.

Utility Transfer Date is date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

SECTION 4. NOTICES

BUSINESS NAME CONTACT NAME		BILLING CONTACT	ENGIE CONTACT	CUSTOMER PAYMENTS
NAME:			ENGIE Resources Inc.	Please wire payments to: Mellon Bank Account Title: ENGIE Resources Account Number: 8-086-282 ABA Number: 031000037 For payment by check, please send to: ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
ATTN:			Attn: Retail	
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) _____		

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Customer: AUBURN CAREER CENTER	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

**SALES CONFIRMATION
OHIO FIXED PRICE ENERGY-ONLY WITH ALL COMPONENTS PASSED THROUGH**

This Sales Confirmation is entered on 23rd of August, 2019 ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and AUBURN CAREER CENTER ("Customer") (collectively referred to as the "Parties") pursuant to and subject to the Master Electric Energy Sales Agreement dated 23 of August, 2019 by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term: This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the January 2022 Billing Cycle. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) if Engie and P4S has amended and extended the Affinity Agreement, executing an agreement with ENGIE for new terms and conditions of service or ii) transferring to another competitive supplier. In the event Customer does not timely exercise one of the options specified, ENGIE shall submit a request to Customer's utility to transfer Customer's service to the applicable default service provider, in accordance with the utility guidelines. In the event the utility does not timely transfer Customer's account(s) to default service by the Utility Transfer Date immediately following the End Date, service by ENGIE shall continue until such transfer(s) are complete. For service after the End Date but prior to the transfer to default service, Customer shall pay ENGIE the real-time index price, plus a per kWh post-term charge, plus any applicable non-utility charges, and other ISO charges or administrative fees. Taxes and Utility Related Charges are additional.

Full Swing Transaction: Customer's electricity consumption is variable and not subject to a maximum or minimum usage limit.

Contract Price: Customer shall pay ENGIE the applicable Contract Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed in a Billing Cycle, multiplied by the Loss Multiplier factor specified in Attachment A, Exhibit 1. The Contract Price includes a broker fee. The Contract Price does not include Taxes or Utility Related Charges.

Losses. Losses (distribution and transmission losses incurred in connection with delivery of energy) are not included in the Contract Price. The quantity of energy consumed in a Billing Cycle shall be multiplied by the Loss Multiplier factor set forth in Attachment A, Exhibit 1.

Transmission Related Charges. The following charges are billed to Customer by the local electric utility company, and not included in the Contract Price: Network Integrated Transmission Service, Transmission Enhancement, and other transmission-related ancillary services unless ENGIE enrolls Customer as part of the Non-Market-Based ("NMB") Pilot Program outlined in FirstEnergy's Fourth Electric Security Plan ("ESP IV"), Supplemental Stipulation, Section V.A.2.

RMR Charges. The Contract Price does not include Real-time Reliability Must Run (RMR) charges. RMR Charges are directly billed to the Customer by the local utility.

Ancillary Services: The rate for Ancillary Services will be summarized in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Congestion (Basis) Charge: Customer shall pay the Congestion Charge for each kWh of electric energy consumed during a Billing Cycle. The Congestion Charge shall be equal to the difference between the hourly Day Ahead or Real time (as indicated by the Index Settlement on Attachment A) market clearing prices for the Pricing Point (the AEP-Dayton Hub) and the Delivery Point, as posted by the ISO. This charge or credit shall be adjusted by the Loss Multiplier.

Capacity Charge: Customer shall also pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge shall be equal to the following:

- (1) If Capacity Price is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to the product of (i) the Fixed Capacity Price and (ii) the capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period.
- (2) If Capacity Settlement is specified in Attachment A, Exhibit 1, the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period.

Addition or Deletion of Facilities: During the term of this Agreement, upon advance written notice by Customer, ENGIE shall include additional Customer facilities for service under this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all additions or deletions, is not more than twenty percent (20%) above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded ("Exceeded Facilities")

may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add Exceeded Facilities at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Exceeded Facilities deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within 20 days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Component Pass Through: Only customary non-energy commodity charges required for the provision of retail electric supply to customers in Customer's rate class and service area shall be passed through to Customer. All non-energy commodity component charges shall be passed through to Customer at cost without markup, and shall not be materially higher than and shall be substantially similar to, those charged to other Ohio competitive retail electric service customers of ENGIE in the same customer class and service area.

Miscellaneous:

Public Utility Commission of Ohio Required Contract Disclosures for Small Commercial Customers (defined by Chapter 4901:1-21 and Chapter 4928.01(A)(2) of Title 49 of the State of Ohio Revised Code:

- a. Your local electric utility company may charge you fees for switching your account(s) to ENGIE.
- b. You have the right to request, not more than two (2) times in a twelve (12) month period, up to twenty-four (24) months of your payment history with ENGIE. ENGIE shall provide this information to you at no additional charge.
- c. You may contact ENGIE at the mailing address or telephone number listed in Section 4. The hours of operation for telephone service are eight a.m. to five p.m., week days, Central Standard Time. You may also find more information at www.engieresources.com.
- d. You have a right to rescind this Agreement within seven (7) calendar days from the postmark date of the utility's confirmation notice by timely contacting ENGIE by phone at the number listed in the Notices Section herein and contacting its local electric utility company in writing or by phone to request to rescind the Agreement.
- e. ENGIE may terminate this Agreement on fourteen (14) days written notice to Customer should Customer fail to pay an invoice or meet any agreed-upon payment arrangements.
- f. You have the right to terminate this Agreement, upon prior written notice to ENGIE, without penalty, if the following circumstances occur: (i) you move or relocate the facility(ies) specified in Attachment A outside of ENGIE's service territory or into an area where ENGIE charges a different rate than your current Contract Price;
- g. Procedure for Handling Consumer Complaints: If your complaint is not resolved after you have contacted ENGIE and/or your local electric utility company, or for general utility information, you may contact the Public Utility Commission of Ohio for assistance at 1-800-686-7826 (toll-free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).
- h. ENGIE is prohibited from disclosing your social security number and/or account number(s) without your consent except for providing such information for the purpose of collections or credit reporting or assigning this Agreement to another electric supplier.
- i. If you switch or transfer the electric energy service provided pursuant to this Agreement to the local electric utility company, you may not be served under the same contract rate, terms or conditions that apply to other customers served by such local electric utility company.
- j. If you are interested in budget billing, that service would have to be arranged through the utility, as we do not offer it directly.
- k. ENGIE's environmental disclosure information can be found on our website: <http://www.engieresources.com/ohio-state-compliance>

IDR Meter Authorization: Customer shall provide authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the applicable utility uses a "rate ready" billing system, the Contract Price during the Post-Term Period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

On-Site Customer Generation: The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage

during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in the Master Agreement shall be inapplicable.

Performance Assurance. In the event that Customer provides Performance Assurance, such Performance Assurance shall remain in place until 90 days beyond the End Date. If such Performance Assurance is in the form of cash, any remaining balance shall be returned to Customer after all payment obligations have been fulfilled.

'Independent System Operator' (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

"Ancillary Services" shall include, but not be limited to, the following charges assigned to the Customer by ENGIE in a commercially reasonable manner: Day Ahead Operating Reserves, Real Time Operating Reserves, Regulation, Synchronized Reserves, Supplemental Reserves, Synchronous Condensing, Reactive Services, Inadvertent Interchange, Transmission Owner Scheduling System Control and Dispatch, PJM Scheduling System Control and Dispatch, Reactive Supply and Voltage Control, Black Start, NERC/RFC Charges, Expansion Cost Recovery Charges, Transmission Enhancement Charges, RPS (Renewable Energy Portfolio Standards) Compliance Fees, Generation Deactivation (RMR), governmental fees and any other ISO charges or administrative fees incurred in connection with the delivery of energy to the delivery point as specified in Attachment A, Exhibit 1.

"Utility Related Charges" means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (other than network integrated transmission service); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state's electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

"Capacity Price" means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Capacity Settlement" means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

"Fixed Capacity Price" means, where Capacity Price is specified in Attachment A, Exhibit 1 as "Fixed", (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

"Post-Term Charge" means the \$/kWh charge of electric energy consumed as specified on the Attachment A. ENGIE may, at its discretion, charge an additional fee of up to \$0.0030/kWh of electric energy consumed if the number of accounts specified on the Attachment A exceeds 100.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, ENGIE has or will have good title to the electricity sold hereunder by ENGIE and the electricity sold by ENGIE to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with ENGIE. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with ENGIE; 2) Customer has Read the Terms & Conditions of this Agreement and agrees to be bound by them; 3) Customer authorizes ENGIE to

enroll the Account(s) listed in Attachment A with the Utility which will allow ENGIE to provide retail electricity; and 4) Customer authorizes Power4Schools ("P4S"), its designated consultants and P4S's selected legal counsel, to represent Customer in connection with all matters, including legal proceedings, related to this Agreement, which is entered into pursuant to P4S' Master Agreement to Provide Service to an Affinity Group.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

SIGNATURES	
Customer: AUBURN CAREER CENTER	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	
Customer: Please also sign the Attachment A. This Sales Confirmation will not be effective unless and until both documents (this Sales Confirmation and the Attachment A) are signed and returned to ENGIE.	

	BUSINESS NAME CONTACT NAME	* BILLING CONTACT	ENGIE Resources CONTACT	
NAME: ATTN:			ENGIE Resources	CUSTOMER PAYMENTS <u>Wire payments to:</u> Mellon Bank <u>Account Title:</u> ENGIE Resources <u>Account No</u> B-086-282 <u>ABA Number:</u> 031000037 <u>For payment by check, please send to</u> ENGIE Resources P.O. Box 9001025 Louisville, KY 40290-1025
STREET ADDRESS:			1990 Post Oak Blvd.	
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-888-232-6206	
FAX #:			(713) 636-0927	
EMAIL:			custserv@na.engie.com	

*Required Information

Customer: AUBURN CAREER CENTER
 Effective Date: 08/23/2019
 Agreement #: 1-J7PDFS,1
 PR #: 1-J7GGYO,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FP03-CP01B-PT01-AD04-CA04A

Product: Fixed W/ Loss Multiplier

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	8221 AUBURN RD	CONCORD, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08037528814000014688	CE-GSD	01/01/2020	12/31/2021
2	8167 AUBURN RD	CONCORD, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08013976621810032817	CE-RSD	01/01/2020	12/31/2021
3	AUBURN RD	CONCORD, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08037528811660095512	CE-GSD	01/01/2020	12/31/2021
4	8140 AUBURN RD	PAINESVILLE, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08037528811910001953	CE-GSD	01/01/2020	12/31/2021
5	8159 AUBURN RD	CONCORD, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08004769971810032802	CE-RSD	01/01/2020	12/31/2021
6	10985 GIRDLED RD	CONCORD, OH 44077-4077	UNKNO WN	ATSICE	FEOHIO_RESID_ AGG (CE)	08037528811230094939	CE-GSD	01/01/2020	12/31/2021

Add/Delete Tolerance Band:	20
Capacity Settlement:	Monthly
Contract Price (\$/KWh):	0.03194
Index Settlement:	Day Ahead
Loss Multiplier:	1.09486
Pricing Point:	DEFAULT_HUB
Post Term Charge (\$/kwh):	Return to EDU

PRICE DISCLAIMER: The Contract Price identified in this Attachment A to the Sales Confirmation is valid until 09/23/2019 4:00 pm CST. Upon expiration of the validation time period, ENGIE reserves the right to update the Contract Price or to refuse to enter into this transaction with Customer.

Customer: AUBURN CAREER CENTER
 Effective Date: 08/23/2019
 Agreement #: 1-J7PDFS,1
 PR #: 1-J7GGYO,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: FEOHIO_RESID_
 AGG (CE)

Month	Year	MWh
Jan	2020	235.24
Feb	2020	225.89
Mar	2020	222.99
Apr	2020	190.89
May	2020	187.72
Jun	2020	191.44
Jul	2020	202.91
Aug	2020	217.06
Sep	2020	206.00
Oct	2020	194.26
Nov	2020	195.55
Dec	2020	221.45
Jan	2021	231.20
Feb	2021	218.79
Mar	2021	226.19
Apr	2021	195.16
May	2021	187.15
Jun	2021	198.79
Jul	2021	205.50
Aug	2021	216.05
Sep	2021	198.36
Oct	2021	189.11
Nov	2021	197.25
Dec	2021	222.00

Customer: AUBURN CAREER CENTER
Effective Date: 08/23/2019
Agreement #: 1-J7PDFS,1
PR #: 1-J7GGYO,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.

**Auburn
Career Center**



Attachment Item #17F

Consent Agenda:

*403(b)/457(b) Investment Provider
Service Agreement*

403(b)/457(b) Investment Provider Service Agreement

WHEREAS the Auburn Vocational School District (the "Plan Sponsor") maintains the following retirement plan(s)

403(b) 457(b) (the "Plan") and wishes to offer multiple investment products and services to participants in the Plan and,

WHEREAS the insurance company, mutual fund provider or the mutual fund provider's custodian or agent (together with its affiliates, the "Provider") designated on the signature page of this Agreement ("Agreement") has offered to provide annuities and/or custodial accounts ("Accounts") that qualify under IRC Sections 403(b) and/or 457(b) to participants under the Plan; and

WHEREAS the Plan Sponsor has named or will name the Provider as an authorized product provider under the Plan's document.

The parties agree to the following:

PROVIDER DUTIES AND RESPONSIBILITIES. The Provider shall:

1. **Accounts:** Be responsible, with respect to Provider Accounts, for:
 - a. Conforming to the terms of the Plan to the extent the Plan does not enlarge the Provider's obligations under its contracts (provided, however, that the Provider shall only be responsible for conforming to such terms as have been provided in writing, either by provision of a copy of the most recent Plan Document, or by provision of written explanation or interpretation of Plan terms by an authorized Plan representative), and executing all transactions related to Plan Accounts under applicable regulations established by the Internal Revenue Service (IRS) including, but not limited to, all contributions, distributions, transfers, QDROs, exchanges and rollovers allowable under the Plan and subject to the prior approval of the Plan Sponsor or TSA Consulting Group, Inc., the designated plan administrative service provider ("Administrator").
 - b. Reporting applicable state and federal income tax for all distributions from Plan Accounts;
 - c. Notifying all participants of required minimum distributions under IRS regulations;
 - d. Providing required notices of rollover options to Participants upon a request for an eligible rollover distribution.
 - e. Processing corrective distributions of excess deferral contributions and properly track, report and/or distribute excess 415(c) contributions in accordance with applicable IRS regulations where such excess distributions have been identified by the Plan Sponsor or the Administrator;
 - f. Providing all participant account information relevant to the Plan to the Plan Sponsor or the Administrator electronically every 30 days, or at a frequency agreed to by both parties, and in the event of a federal or state income tax audit.
2. **Forms:** Utilize the standardized Salary Reduction Agreement (SRA) and any other supporting enrollment documents provided by the Plan Sponsor.
3. **Investment Products:** Market only the specific investment product(s) and services authorized by the Plan Sponsor. Any modifications to authorized investment products must be presented to and approved by the Plan Sponsor prior to any offering under the Plan.
4. **Solicitation:** Comply with all written directives regarding the solicitation of employees of the Plan Sponsor.
 - a. Appropriate State and /or Federal licensure for insurance and/or securities products,
 - b. State permits or registration as required for visitation at public school locations,
 - c. Business Errors and Omissions coverage of \$1,000,000 minimum.

5. **Plan Administration Fees:** Remit Plan Provider fees, if any, set forth on the Plan Administration Fee Schedule that forms a part of the Plan Administration Agreement between Plan Sponsor and Administrator, annexed to this Agreement, on a timely basis as assessed by the Plan Sponsor and/or Administrator. For purposes of clarification, fees payable by Provider pursuant to the Plan Administration Fee Schedule shall be assessed solely with respect to participants who have accounts with Provider. Changes to such fees shall not be binding on Provider without Provider's advance written consent in the form of a written amendment to this Agreement. Plan Sponsor acknowledges that the sole purpose of annexing its Plan Administration Agreement with Administrator hereto is to recite fees, if any, that Provider hereby agrees to pay and that Provider shall not in any way be responsible for the content of that agreement, become a party to such agreement, or owe any additional responsibility or otherwise be liable to Plan Sponsor or Administrator as a result of that agreement being annexed hereto.
6. **Indemnification:** Indemnify and hold harmless the Plan Sponsor, including any individual member of the governing board, and Employees acting in their official capacity from every claim, demand or suit which may arise out of, or be made by reason of the failure of the Provider to meet the requirements of this Agreement only to the extent such losses are the result of the Provider's intentional wrong doing or its negligent actions or omissions. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand or suit based on erroneous information provided by the Plan Sponsor, its affiliates or designated representatives or Employees or their willful misconduct or negligence. Provider, at its own expense and risk, and at its option, may assume the defense of and/or settle any court proceeding that may be brought against the Plan Sponsor, including members of the governing board, and Employees acting in their official capacity, on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that Plan Sponsor notifies Provider, in writing, within twenty (20) business days of receipt of such claim or demand. Provider's liability hereunder shall be limited to actual damages and reasonable out-of-pocket legal fees and expenses only.
7. **Privacy.** Provide to the Plan Sponsor participants documentation of Provider's privacy policies, as required by and in accordance with applicable law, and otherwise upon request.

PLAN SPONSOR DUTIES AND RESPONSIBILITIES. The Plan Sponsor shall:

1. **Plan Document:** Certify that it is eligible to offer programs under IRC Section 403(b) and/or 457(b) and maintain a written plan in accordance with applicable Internal Revenue Service (IRS) regulations and that among other provisions will name the Provider as an authorized vendor of products for participants, subject to Provider's execution of and compliance with this Agreement.
2. **Investment Providers:** Identify and make available to all employees and providers a current list of authorized vendors of product available under the Plan.
3. **Contributions:** Transmit all contributions to Provider in a manner designed to ensure accurate crediting to participant Accounts on a timely basis and consistent with applicable IRS regulations;
4. **Plan Sponsor Contributions:** Transmit and provide a listing of any participants for which the Plan Sponsor makes non-elective employer contributions and the amounts allocated to each participant with each remittance.
5. **Administrator:** Agree to notify the Provider of any specific administrative responsibilities that are allocated to Administrator and, by so notifying Provider, authorize the Provider to share necessary plan information with Administrator in a manner consistent with applicable IRS regulations and requirements under this Agreement and to follow instructions provided to Provider by Administrator as a representative of the Plan Sponsor.

BOTH PARTIES AGREE that the following terms and conditions are included as part of this Agreement:

1. **Information Sharing:** That each party, or their authorized representatives, shall exchange information necessary for compliance with the requirements of IRC Section 403(b) and/or 457(b) and any other applicable laws and regulations. Information includes, but is not limited to information on employment status, contributions and transactions made to or from other contracts/accounts under the Plan, information on other exchanges, loans and hardship withdrawals (as permitted under the 403(b) Plan) or unforeseen financial emergency withdrawals (as permitted under the 457(b) Plan), qualified domestic relations orders, transfers and any other information necessary to facilitate activities permitted under the terms of the 403(b) and/or 457(b) Plan or tax compliance and reporting.
2. **Exclusive Services.** Except as otherwise agreed to in writing between the parties, this Agreement and the underlying agreements establishing the Accounts are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement do not extend beyond this Agreement. Neither party shall have any other obligations or liabilities not specified herein unless otherwise agreed to in writing.
3. **Confidentiality:** Each party shall maintain the confidentiality and/or privacy of all information about participants or employees provided by the Plan Sponsor, Administrator or Provider. All information shared or exchanged between Plan Sponsor, Administrator and/or Provider relating to activities required under this Agreement shall only be communicated to the Provider, Plan Sponsor or Administrator unless otherwise required by law, valid court order or as may be required as part of an inquiry or audit by a governmental regulatory agency.
4. **Not Legal Advice.** The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to participants, nor to either party.
5. **Term of the Agreement.** This Agreement shall continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
6. **Applicable Law.** This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
7. **Severability.** Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

By executing this Agreement, each party acknowledges that it has read this Agreement, agrees to its terms, and agrees that this Agreement shall be effective as of the last date executed by both parties.

AGREED TO:

Plan Sponsor: Auburn Vocational School District
Address: 8221 Auburn Road
Concord Township, OH 44077

Service Provider:
Address:

By: _____
Authorized Representative

By: _____
Authorized Representative

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Retirement Plan Compliance and Administration Services Agreement

PREAMBLE: The following constitutes a binding "Agreement," effective as of October 1, 2019 between TSA Consulting Group, Inc., a Florida Corporation, (hereinafter referred to as "TSACG") whose principal place of business is 15 Yacht Club Drive NE, Ft. Walton Beach, Florida 32548 and the **Auburn Vocational School District, 8221 Auburn Road, Concord Township, OH 44077**, hereinafter referred to as "Plan Sponsor."

PURPOSE: Plan Sponsor wishes to retain the services of TSACG to provide retirement plan consulting, compliance and administration services to the Plan Sponsor for the Plan Sponsor's voluntary retirement programs under Sections 403(b) and/or 457(b) of the Internal Revenue Code ("403(b)/457(b)") and TSACG is willing to provide such services.

1. TSACG agrees that, commencing with the effective date of this Agreement, it will, consistent with its other obligations, render to the Plan Sponsor such consulting, plan administration services and IRS compliance guarantee as set forth in the "Compliance Edge Services," "IRS Compliance Guarantee"; "Plan Administration Agreement"; "Plan Administration Fee Schedule"; "EPARS Subscription Agreement"; and "EPARS Subscription Adoption Agreement," all of which are attached and incorporated herein referred to as the "Agreements."
2. Plan Sponsor agrees that it will render to TSACG all reasonable assistance and information necessary to accomplish services set forth in the Agreements. The Plan Sponsor shall provide all information including, yet not limited to, items set forth in "Plan Sponsor Duties", attached and incorporated herein. Transmission of all information from the Plan Sponsor to TSACG shall be performed on a timely basis relative to services provided and service dates set forth in this Agreement.
3. Plan Sponsor agrees that TSACG shall be remunerated for such consulting, compliance and administration services by the authorized Investment Providers participating in the Plan(s), also known as Compliance Edge®, at the stated rate and methods shown in the Plan Administration Agreement Fee Schedule attached and herein incorporated by reference.
4. TSACG shall act as an independent consultant and/or administrator and not as an agent or employee of the Plan Sponsor and TSACG shall make no representation as an agent or employee of the Plan Sponsor. TSACG shall furnish evidence of business liability and errors and omissions insurance in such limits of liability and written by an insurance company licensed in the state of Florida and acceptable to the Plan Sponsor. TSACG shall be responsible for all taxes as an independent consultant and/or administrator. TSACG shall have no authority to bind the Plan Sponsor or incur other obligations on behalf of the Plan Sponsor.
5. TSACG agrees to hold in confidence all employee information received from the Plan Sponsor in connection with this Agreement and necessary to complete the scope of services outlined in the Agreements. TSACG shall protect all information received from the Plan Sponsor from misuse, espionage, loss or theft and in accordance with federal laws. This information will not be transmitted or used for the purpose of solicitation in any form, and upon request all information held by TSACG will be returned to the Plan Sponsor.
6. TSACG warrants that it is under no obligation to any other entity that in any way conflicts with this Agreement and that it is free to enter into this Agreement.

7. This Agreement and all extensions and modifications hereof and all questions relating to its validity and interpretation, performance and enforcement shall be governed by and construed in conformance with the laws of the State of Ohio, unless preempted by federal law.
8. All parties agree that proper venue for any lawsuit arising out of this Agreement shall be in Lake County, Ohio.
9. TSACG agrees that it will indemnify and hold harmless the Plan Sponsor, individual members of the Plan Sponsor, its representatives and employees, from any claim, demand or suit which may arise from, be connected with, or be made due to the negligence or failure to satisfy the requirements of this Agreement. This indemnification shall include all related costs, including but not limited to, attorneys' fees, consultant fees, fees for other professional service providers, as well as court costs, fines, penalties or other similar charges against the Plan Sponsor, provided that the Plan Sponsor notifies TSACG, in writing, no later than 30 calendar days after receipt of such claim or demand. Notwithstanding the preceding, this indemnification shall not cover any claim or demand based on erroneous information provided by the Plan Sponsor, its employees or other representatives.
10. This Agreement may be modified, amended or terminated by either party upon 60 days written notice to the other party, provided that no such modification, amendment or termination shall affect the liability of either party incurred prior to such event.
11. This Agreement may be executed in any number of counterparts, each of which, including any reliable copies or facsimiles thereof, will be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
12. If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this Agreement, and the remainder of this Agreement shall continue in full force and effect as though such provisions had not been contained in this Agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law.

We, the undersigned as duly authorized representatives, agree to all the terms and conditions stated above, and by our signatures, place this Agreement into full force and effect as of the date first above-written.

AUBURN VOCATIONAL SCHOOL DISTRICT

TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title _____

Title: Senior VP, Chief Financial Officer

Federal Tax Identification Number:

Federal Tax Identification Number:

34-0926564

59-3451677

Compliance Edge® Services

In accordance with the Agreement between the Plan Sponsor and TSA Consulting Group, Inc. (TSACG), the following services will be provided by TSACG;

1. Maximum Allowable Contribution (MAC) calculations will be maintained for all employees eligible to participate in the employer's authorized 403(b) and/or 457(b) plans. These calculations shall include limits applicable to 403(b) and/or 457(b) plans under applicable Sections of the Internal Revenue Code. Such calculations shall be performed in accordance with accepted standards and subject to the prevailing Internal Revenue Codes and Regulations at that time. MAC's will be based on information obtained from the Plan Sponsor and/or the employee and any statement or guarantee of accuracy by TSACG will be contingent on the accuracy of the information delivered by the Plan Sponsor and/or the employee.
2. TSACG shall provide an annual review and audit of the previous year's contributions for all employees. TSACG shall notify the Plan Sponsor of all non-compliant contributions and provide the necessary data to facilitate notification to employees affected and completion of correction procedures as required by current Revenue Procedures.
3. A master file of MAC calculations will be maintained by TSACG during the term of this Agreement.
4. TSACG will administer the plan with respect to processing participant requests for loans, distributions, transfers, qualified domestic relations orders, and rollovers, including interactions with other investment providers necessary to administer the plan subject to the terms and conditions included in the Plan Administration Agreement.
5. Electronic remittance services will be available to the Plan Sponsor through the Electronic Process for Automated Remittance Services of EPARS program maintained by TSACG. These services are subject to the terms and conditions included in the EPARS Subscription and Adoption Agreement included as EPARS Subscription and Adoption Agreement.
6. Employee communications components (meaningful notice) will be delivered to the Plan Sponsor once annually in sufficient quantities for all eligible employees. The employee awareness and educational materials shall be generic in content regarding 403(b) and/or 457(b) requirements, and will also address the specific policies and procedures of the Plan Sponsor relative to all retirement programs maintained by the Plan Sponsor. Components will be revised annually to facilitate changes in IRS rules or changes in the Plan Sponsor's policies and procedures.
7. Video presentations will be produced, distributed and available via online stream by TSACG once annually. Video presentations shall be generic and topical in nature concerning the 403(b) and/or 457(b) programs.
8. Web pages specific to the Plan Sponsor will be made available and will be maintained by TSACG for information on their retirement plans.
9. TSACG shall provide ongoing administrative support to the Plan Sponsor, including, but not limited to, the development of appropriate policies and/or procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs and/or Investment Providers or Investment Products that may be regarded as beneficial to the Plan Sponsor and its employees.
10. TSACG expressly agrees to cooperate with and offer assistance to the Plan Sponsor in the event of any audit of the 403(b) and/or 457(b) plans by the IRS.

IRS Compliance Guarantee

TSACG Consulting Group, Inc. (TSACG) guarantees retirement plan compliance with regulations and guidelines issued by the Internal Revenue Service (IRS) for all clients that are subject to IRS audit for a calendar year in which the client has a Retirement Plan Compliance and Administrative Services Agreement in effect with TSACG on January 1 of that year. In the event that the IRS determines, on audit, that there is a compliance failure with respect to the client's plan, and the client incurs financial loss due to that determination, TSACG will reimburse the client for the tax, penalty and interest assessed by the IRS in connection with that compliance failure, or will refund the client 100% of the administrative fees collected by TSACG for that calendar year, whichever is less. This guarantee is contingent on the following items being true:

1. TSACG is appointed to represent the client (at no additional charge) during the audit. (IRS Form 2848 – Power of Attorney and Declaration of Representative)
2. The compliance failure is not related to inaccurate communications or data provided to TSACG for which the client was/is responsible.
3. The client has continually acted in cooperation with the operational directives offered by TSACG relative to the plan audited.

This IRS Compliance Guarantee is effective for contracts dated on or after September 1, 2017.

Plan Sponsor Duties

In accordance with the Agreement between TSACG and the Auburn Vocational School District, the following information and services will be provided by the Plan Sponsor to TSACG;

1. All available data necessary to complete the services provided by TSACG as outlined in the Agreements. Such data shall include, yet not be limited to, Plan Sponsor policies and procedures regarding all qualified plans offered by the Plan Sponsor, participating vendor information, employee data pertinent to MAC calculations to the extent possible for current and prior years' service, and all additional information deemed necessary to complete the scope of work as defined by the Agreement. Data required for MAC calculations shall be supplied electronically by the Plan Sponsor in a format mutually agreed upon by both parties to the Agreement.
2. Distribution of all employee and worksite materials on a timely basis
3. All other appropriate, commonly accepted, efforts necessary to develop and maintain compliance with existing or amended Internal Revenue Codes regarding the retirement plans offered by the Plan Sponsor.
4. The Plan Sponsor shall require all providers of investment products and services to the retirement plans to cooperate with TSACG by providing any information needed to complete the terms of this Agreement.
5. The Plan Sponsor shall instruct staff to cooperate fully with TSACG regarding the compliance review and in obtaining all necessary information for TSACG to complete the duties described in this Agreement. The Plan Sponsor realizes that any delay in providing data and information to TSACG may impede completion of services as described in this Agreement.

Plan Administration Agreement

This Administrative Agreement (hereinafter "Agreement") is executed this 1st day of October 2019 by TSACG Consulting Group, Inc. ("TSACG") and Auburn Vocational School District (Plan Sponsor).

WHEREAS, Plan Sponsor has established a 403(b) Plan and/or a 457(b) Plan and is authorized to appoint service providers; and

WHEREAS, Plan Sponsor desires to appoint TSACG as the administrator of the Plan(s) established and indicated herein; and

WHEREAS, TSACG is authorized to accept the appointment as administrator and desires to provide such services subject to the terms and conditions set forth herein;

NOW THEREFORE, the parties agree as follows:

1.0 Designation of TSACG as Administrator.

Plan Sponsor hereby appoints TSACG as Administrator of the plan(s) established and indicated herein.

2.0 Responsibilities of TSACG. TSACG will provide the recordkeeping and related plan administrative services, which services shall include the following:

2.1 **Plan Documents:** TSACG will provide appropriate Plan Documents to the Plan Sponsor, for review and approval. These documents shall govern the plan(s).

2.2 **Meaningful Notice:** TSACG will assist the Plan Sponsor in developing and distributing employee communications material including specific information on eligibility and enrollment procedures. These communications shall be developed and distributed at least once each calendar year.

2.3 **Forms and Procedures:** TSACG will develop standardized administrative forms for use by the Plan Sponsor and participants for the purposes of enrollment and asset transactions under the Plan(s).

2.4 **Participant Records:** TSACG will establish and maintain a record for each participant reflecting the date, amount and type of each transaction in the participant's account based on information provided to TSACG from the Plan Sponsor, employees and product providers. Records maintained by TSACG shall include all information necessary to comply with applicable regulations, rulings and procedures established by the Internal Revenue Service for the plan types indicated herein. The Plan Sponsor will determine eligibility requirements for employees and TSACG shall be entitled to rely on the Plan Sponsor's eligibility determinations.

2.5 **Participant Inquiries:** TSACG will provide adequate access to participants regarding their records and transactions recorded by TSACG. Access shall include, at a minimum, customer service representatives during normal business hours to assist participants with information and transactions under the Plan(s).

2.6 **Aggregation of Data:** TSACG will assist the Plan Sponsor with the development and execution of agreements between the Plan Sponsor and each investment product provider under the Plan(s) regarding the sharing and aggregation of participant data necessary to facilitate recordkeeping and administration duties for the Plan(s). TSACG will exercise its best efforts to cooperate with each provider that maintains participant accounts under the Plan(s) that are subject to the recordkeeping requirements of applicable Internal Revenue Service regulations, rulings and procedures.

2.7 **Plan Sponsor Reports:** TSACG will prepare Plan reports as necessary for the Plan Sponsor including, yet not limited to, contribution auditing and excess contribution corrections.

2.8 **Technical Assistance:** TSACG will provide technical and consulting assistance to the Plan Sponsor upon request and under terms mutually agreeable between TSACG and the Plan Sponsor.

2.9 **Other Assistance:** TSACG will provide other assistance to the Plan Sponsor upon mutual agreement between both parties.

- 3.0 **Responsibilities of the Plan Sponsor.** Plan Sponsor acknowledges that it is responsible for the following:
- 3.1 **Plan and Participant Data:** Plan Sponsor will provide all necessary plan and participant data required by TSACG to accomplish proper plan administration duties including, yet not limited to, plan documents, policies and procedures, contribution history and all other data as may be reasonably requested by TSACG.
 - 3.2 **Fee Billing and Payment:** Plan Sponsor agrees that TSACG will charge fees for its services to the authorized Investment Providers participating in the Plan(s) in accordance with the Plan Administration Fee Schedule. Any changes to the fee schedule will be subject to mutual agreement between TSACG and the Plan Sponsor and require notice of at least sixty (60) days prior to the change effective date.

4.0 **Miscellaneous.**

- 4.1 **Termination:** Plan Sponsor or TSACG may terminate this agreement at any time upon sixty (60) days prior written notice to the other party. TSACG agrees to deliver to the Plan Sponsor or its designee, all records reasonably necessary for the continuing recordkeeping of the Plan.
- 4.2 **Notices:** Notices or other communications given pursuant to this agreement shall be hand delivered, mailed by first class mail service, addressed as follows, or as changed by notice:
 - a) To TSACG: TSA Consulting Group, Inc.
15 Yacht Club Drive NE
Fort Walton Beach, FL 32548
 - b) To Plan Sponsor: Auburn Vocational School District
8221 Auburn Road
Concord Township, OH 44077
- 4.3 **Entire Agreement: Supplements and Amendments.** This agreement generally constitutes the entire agreement between the parties, merging all prior presentations, discussions and negotiations. It may be modified by additional letter or other written agreements executed by each party contemporaneously with this agreement, which may modify its provisions or meanings. It may be further supplemented, but not modified, by TSACG from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this agreement may be amended at any time, but only by written agreement signed by all parties hereto.
- 4.4 **Assignment:** Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
- 4.5 **Governing Law:** Except to the extent governed by federal law, this agreement shall be governed by and constructed according to the laws of the state where Plan Sponsor's principal office resides.

PLAN ADMINISTRATION FEE SCHEDULE

Plan Sponsor hereby agrees that TSACG, in remuneration for administrative and recordkeeping services for the Plan(s) indicated in the Administrative Services Agreement and dated October 1, 2019 shall be entitled to collect the following fees from each authorized investment product provider under the plan:

INVESTMENT PRODUCT PROVIDER FEES:

Recordkeeping – (Per Participant Account) \$24.00 per year billed monthly

The “Billing Effective Date” will be the billing cycle that is at least 30 days following the execution date of the Plan Administration Fee Schedule.

Required Provider Fees: Plan Sponsor further agrees and stipulates that each authorized investment product provider is required to pay the fees described herein directly to TSACG unless otherwise modified by the Plan Sponsor upon notice to the investment product provider. Each authorized provider must agree to the fee schedule set forth herein as a condition of participation under the Plan(s).

Method of Payment: Investment Product Providers shall remit the fees described herein in a timely manner and according to a reasonable method of remittance as determined by TSACG.

Basis for Invoicing – Provider Fees: TSACG shall bill each Investment Product Provider monthly according to the number of participants that maintain one or more accounts under the Plan. The actual number of participant accounts will be determined according to the participant data files generated by the Provider as required under the Investment Provider Service Agreement between the Plan Sponsor and the Provider.

Provider Discretion – Investment Product Pricing: The Plan Sponsor intends to maintain a high quality array of investment products and providers under the Plan for the benefit of participants. Plan Sponsor recognizes and agrees that Providers have sole discretion regarding the pricing of their investment products and the generation of revenue models sufficient to offset expenses related to participation in the Plan Sponsor Plan.

Plan Sponsor Reports: TSACG shall be responsible for submitting reports to the Plan Sponsor regarding fees assessed to and collected from Investment Product Providers. TSACG shall not attempt to collect any fees from Investment Product Providers other than those expressed in this fee schedule.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized representatives.

PLAN SPONSOR:
AUBURN VOCATIONAL SCHOOL DISTRICT

ADMINISTRATOR:
TSA CONSULTING GROUP, INC.

By: _____

By: _____

Name: _____

Name: Janet Williamson

Title: _____

Title: Senior VP, Chief Financial Officer

Execution Date: _____

EPARS Subscription Agreement - Section I

TSA Consulting Group Inc.(TSACG) is owner of a software product known as Electronic Process for Automated Remittance Services or "EPARS," which, among other things as of the date set forth on the Adoption Form, is designed to support and facilitate: (i) the input and transmittal of Employer and/or Participant Data, and (ii) the transfer of Employer and/or Participant Contribution Remittances through banking institutions as regulated by the Federal Reserve System, as licensed pursuant to this Schedule.

1. **Definitions** The following definitions are used in this Schedule as defined below:

"Subscription Adoption Agreement" shall mean Section II outlining the specific administrative guidelines selected by the Licensee with regard to the transmission of Employer and Participant Data and Contribution Remittances to Authorized Provider Companies, error correction and transaction fees applicable to the Authorized Provider Companies and/or the Licensee.

"Authorized Provider Companies" shall mean any organization authorized by the Employer to provide products and/or services pursuant to an established Employer benefit program.

"Bank Transfer Agent" shall mean the bank listed in section 8 below, "Bank Transfer Agent" and subsequently responsible for the transfer of data and funds received from the Licensee to Authorized Provider Companies.

"Contribution Remittances" shall mean monetary employer contributions and/or employee contributions to Authorized Provider Companies or payments to Designated Entities.

"Designated Entities" shall mean any person, organization or governmental agency to whom the Licensee or Employee is bound by authorization or legal order to remit payments.

"Employer Data" shall mean information specific to the Licensee and pertinent to the accurate remittance of Employer or Participant remittances.

"Licensee" shall mean the Employer/User of the EPARS software product.

"Participant" shall mean the Employee for whom payroll deduction or reduction remittances are processed or for whom Employer Contribution Remittances are made.

"Participant Data" shall mean information specific to the Participant and pertinent to the accurate remittance of Employer or Participant remittances.

"Transaction" shall mean any transmission initiated by the Employer via EPARS in which a Contribution Remittance and Employer and Participant Data is delivered to an Authorized Provider Company.

2. **Restrictions on Use** Licensee shall only use the Licensed Materials for its own internal business purposes. Without derogating the generality of the foregoing, (i) Licensee shall not use or allow others to use the Licensed Materials in a multiple-use arrangement or as a part of a service bureau without the prior written consent of TSACG.

3. **Licensee's Obligations**
 - a) Licensee is obligated to abide by the EPARS Adoption Agreement provisions selected by the Licensee during the term of the Subscription Agreement.
 - b) The Licensee acknowledges that the provisions of the Adoption Agreement must be congruent with the policies and guidelines established for the employee benefit programs supported by EPARS.
 - c) The Licensee acknowledges the role and responsibilities of TSACG to install and maintain the EPARS software for the Licensee and the need for the Licensee to communicate changes regarding Authorized Provider Companies or bank relationships to TSACG on a timely basis.
 - d) The Licensee acknowledges the need to communicate with both TSACG and Authorized Provider Companies regarding the resolution of errors or omissions that may occur during the Licensee's preparation and submission of Employer and Participant Data or the application of the Employer and Participant Data by the Authorized Provider Company.

4. **Licensed Software Limitations** Neither TSACG nor the Bank Transfer Agent guarantees that remittances will be credited to participant accounts within any specified period of time after transfer of the data and funds to Authorized Provider Companies. Licensee acknowledges the role and responsibilities of the Licensee with respect to the use of EPARS and the preparation of Employer and Participant Data and the role and responsibilities of the Authorized Provider Companies regarding the proper application of data and funds transferred using EPARS.

5. **Use of Licensed Software** Licensee will use the Licensed Software to submit Employer and Participant Data to the Bank Transfer Agent and Authorized Provider Companies. Licensed Software is intended to allow the Licensee to transfer bundled Employer and Employee Data via a secure Internet site to Authorized Provider Companies. The Licensed Software will separate Employer and Participant Data and transfer said Data specific to each Authorized Provider Company. The Licensed Software will also allow the Licensee to provide instructions to the Bank Transfer Agent regarding funds transfer to each specific Authorized Provider Company.

6. **Compliance with Law** Licensee understands that it is responsible for complying with any applicable federal, state or local statutes, regulations or ordinances governing or regulating the remittance of Employer and Participant Data and Contributions.

7. **Recordkeeping** Licensee acknowledges and agrees that it may be required to maintain records of certain data pursuant to federal or state laws and regulations. Licensee understands and agrees that: (i) it bears sole responsibility for such obligation; (ii) it may need to download data into its own systems storage facilities or print out hard copies of such data from the Licensed Software in order to generate or obtain information necessary to meet such recordkeeping requirements; and (iii) in no event will TSACG be responsible for maintaining any such data for Licensee. TSACG will make every reasonable attempt to assist the Licensee in the maintenance and retrieval of records pertaining to Employer and Participant Data and Contribution Remittances.

8. **Bank Transfer Agent** TSACG assumes sole responsibility for the maintenance of EPARS. Therefore, the Bank Transfer Agent may be changed at any time as deemed necessary by TSACG to ensure the proper function and viability of EPARS. Notice of any changes shall be forwarded to the Employer and Authorized Provider Company at least 30 days prior to the effective date of any changes.

Designated Bank Transfer Agent

Wells Fargo, N. A.
Treasury Services Department
225 Water Street, 2nd Floor FL0120
Jacksonville, FL 32202

9. **Restrictions** Licensee shall not directly, or permit others to: (i) disassemble, decompile or otherwise derive source code from the Licensed Software; (ii) reverse engineer the Licensed Software or the services; (iii) copy the Licensed Software; (iv) use the Licensed Software or services in any manner that infringes the intellectual property or other rights of another party; or (v) transfer the Licensed Software or any copy thereof or access to the Services to another party without the express prior written consent of TSACG.
10. **Term and Termination** This Agreement is effective upon the Licensee's assent to its terms and conditions and shall continue for the period agreed upon by the Licensee and TSACG. This Agreement may be modified, amended only by a written amendment signed by both parties hereto. This Agreement may be terminated, without cause, by either party upon 60 days written notice to the other party. No modification, amendment, or termination of this Agreement shall affect the liability of either party incurred prior to such event.
11. **Assignment** Some or all of the rights and duties of TSACG hereunder may be assigned to an affiliate, or to any successor through merger, reorganization, or sale of assets. Some duties of TSACG may be performed by others under subcontract, without the release of TSACG for responsibility for such services. Otherwise, no party may assign this agreement nor any rights or duties hereunder without the prior written consent of the other party.
12. **Confidentiality** All data processed through EPARS is considered confidential, including, without limitation, the information pertaining to the Licensed Software. The Licensee and TSACG agree to hold all data and information in confidence both during the term of this Agreement and thereafter. The parties further agree, unless required by law, not to make data or information available in any form to any third party for any purpose other than the implementation of this Agreement.
13. **Survival** If any provision of this agreement shall be held or declared to be illegal, invalid or unenforceable, such illegal, invalid or unenforceable provisions shall not affect any other provision of this agreement, and the remainder of this agreement shall continue in full force and effect as though such provisions had not been contained in this agreement. If the scope of any provision in this agreement is found to be too broad to permit enforcement of such provision to its fullest extent, the parties consent to judicial modification of such provision and enforcement to the maximum extent permitted by law. Any provisions of this Agreement that contemplate their continuing effectiveness, including, without limitation, Sections 4, 6, 7, 8, 9 and 11 shall survive any termination of this Agreement.

(Employer Letterhead)

October 1, 2019

To: All 403(b) & 457(b) Investment Product Providers

Re: Designation of Plan Administrator for the Plan: Auburn Vocational School District
EIN: 34-0926564

Please be advised of the following administrative guidelines for our 403(b) & 457(b) programs which are designed to comply with IRS regulations regarding the authorization of plan transactions.

Designation of Plan Administrator:

Effective immediately, please recognize TSA Consulting Group, Inc. (TSACG) as the contracted plan administration services provider for our 403(b) & 457(b) Plans. TSACG is authorized to act as the Plan Administrator on all aspects of the plan pursuant to the existing contract between us, the Plan Sponsor, and TSACG. TSACG may be contacted as follows:

TSA Consulting Group, Inc.
Attention: Participant Transactions
73 Eglin Parkway NE, Suite 202
Fort Walton Beach, FL 32548

Telephone: (888) 796-3786, option 4

A notification will be sent in the event that the information provided above is changed.

Forward any questions you may have concerning this matter to TSACG.

Sincerely,

Simplified Information Sharing Agreement

This Simplified Information Sharing Agreement ("Agreement") between Auburn Vocational School District (the "Plan Sponsor") and _____ (the "Vendor") establishes the agreement between Vendor and Plan Sponsor to share information necessary for compliance with 403(b) and/or 457(b) regulations and applicable IRS guidance.

Plan Sponsor represents:

1. That it has adopted or will adopt a written 403(b) and/or 457(b) plan document under which Vendor will not be an authorized investment provider and which may include the cessation of additional contributions for participants in the Plan Sponsor's 403(b) and/or 457(b) plan.
2. Plan Sponsor has contracted with TSA Consulting Group, Inc. (the "Administrator") to act as a third party administrator of the 403(b) and/or 457(b) plan and to coordinate information relating to Plan Sponsor's 403(b) and/or 457(b) plan between the Plan Sponsor and product providers, including the Vendor.

Vendor and Plan Sponsor agree:

3. Each party shall timely exchange information necessary for compliance with the requirements applicable to the Plan Sponsor's 403(b) and/or 457(b) plan, including, but not limited to information on employment status, account balances and transactions on distributions, loans, contract exchanges, and any other information necessary to facilitate activities permitted under the terms of the Plan Sponsor's 403(b) and/or 457(b) plan for proper compliance and reporting requirements. In the event that the Vendor is capable of transmitting data electronically in a file format equal or similar to the standard SPARK file format, TSA will accept data weekly, monthly or any other frequency determined by the Vendor.

4. Unless otherwise directed in writing, information shall be forwarded to Administrator at:

TSA Consulting Group, Inc.
 Attention: Program Services
 15 Yacht Club Drive NE
 Ft. Walton Beach, FL 32548
 Phone: (850) 244-7306 Fax: (800) 889-9736
 E-mail: programservices@tsacg.com

5. This information is confidential and will only be used as needed to satisfy applicable compliance requirements.
6. Any revocation or termination of this Agreement will not affect either party's responsibility to share and exchange information necessary for the Plan Sponsor's 403(b) and/or 457(b) plan to comply with applicable 403(b) and/or 457(b) requirements.

PLAN SPONSOR: Auburn Vocational School District
 Address: 8221 Auburn Road
 Concord Township, OH 44077

VENDOR:
 Address:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Vendor: Please return a signed copy of this agreement to the following address:
 TSA Consulting Group, Attn: Program Services Team, 15 Yacht Club Drive NE, Ft Walton Beach, FL 32548
 Email: programservices@tsacg.com

**Auburn
Career Center**



Attachment Item #17G

*Consent Agenda:
Business Partnership Affiliation
Agreement*



**Affiliation Agreement
Between
Auburn Career Center
And
Avalign Integrated LLC**

7124 Industrial Park Blvd
Mentor, OH 44060
440-269-6984

Auburn's Business Partnership Program

This agreement is entered into on August, 2019 by and between Auburn Career Center and Avalign Integrated LLC.

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with Avalign Integrated LLC

WHEREAS, Avalign Integrated LLC has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between Avalign Integrated LLC and Auburn Career Center the following aspects of affiliation are described:

1. General Information

- a. The length of the student assignment for the Business Partnership Program **experience** will be by mutual decision.
- b. If a student is unable to meet the requirements of the described workforce experiences, a conference between the Career Teacher of the respective program and Business Partnership Program Liaison at Auburn Career Center and the supervisor or designee shall be held to determine the appropriate course of action.

Auburn will, however, have final responsibility for determining the academic status of students. Avalign Integrated LLC may refuse to permit a student to return if student's actions pose a risk to anyone.

- c. The students are to be responsible for transportation and transportation costs while affiliating Avalign Integrated LLC.
- d. The students, while at Avalign Integrated LLC are to wear appropriate attire mutually agreed upon between Avalign Integrated LLC and Auburn.
- e. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, national origin and will provide reasonable accommodations for individuals with disabilities.
- f. The students will conform to the Policies & Procedures of Avalign Integrated LLC and follow all directives of staff. Students will be informed by Auburn of general regulations and minimum safety standards including fire safety procedures, hazardous material, and sanitation and safety management.
- g. Any stipend or any other compensation paid to the students for their work as part of the Business Partnership Program will be integrated into the Business Partnership expectations for the intern by Avalign Integrated LLC. Otherwise, all work and work products will be considered to be on a volunteer basis unless other arrangements have been made.
- h. The students who are not being paid or compensated are not considered employees of Avalign Integrated LLC, therefore the students will not be covered by social security, unemployment compensation, worker's compensation, and institutions, liability coverage or any other employment related benefit. Unless, the agreement between Avalign Integrated LLC and the student arranged a wage.
- i. Auburn may refer to the affiliation with Avalign Integrated LLC in its catalog and in other public information materials regarding its programs. Avalign Integrated LLC may refer to the affiliation with Auburn in its brochures and other public information materials having to do with education programs. Each party reserves the right to a final review and approval of its party's reference in any and all public information materials.
- j. Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. Avalign Integrated LLC will administer emergency medical treatment (if applicable) to the student and call 911, if necessary for injury or illness suffered during the Business Partnership experience. The cost of such treatment will be the responsibility of the individual student or their family.

2. Responsibilities of Auburn Career Center

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Avalign Integrated LLC and communicate on a weekly basis.
- B.) Auburn shall require all students participating in the Business Partnership Program to have on record with Auburn any current health records needed for in accordance with workplace regulations.
- C.) Auburn may withdraw any student from Avalign Integrated LLC if proper supervision or education is not provided.

3. Responsibilities of Avalign Integrated LLC

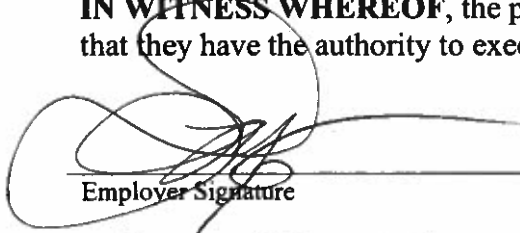
- a. Avalign Integrated LLC shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of Avalign Integrated LLC. Privileges will include parking.
- b. Avalign Integrated LLC shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Avalign Integrated LLC may request Auburn to withdraw its intern from the Business Partnership experience if the work performance or behavior is unsatisfactory or disruptive, or whose health status is a detriment to the student's successful completion of the Business Partnership experience assignment.

4. Terms of Agreement

- a. The agreement is not assignable, but is binding on the corporate successor of the parties.
- b. This agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students or employees of the parties.
- c. The agreement may be terminated by either party on written notice of said intent, delivered by certified mail upon the other party at least thirty (30) days prior to said cancellation date.
- d. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendments.
- e. This agreement shall be binding when executed by both parties.
- f. This agreement supersedes all prior written and oral agreements between the parties.

- g. This agreement will be governed by the laws of the State of Ohio.
- h. This agreement is for a term of the remainder of the 2019-2020 school year unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

IN WITNESS WHEREOF, the parties execute this Agreement by person who warrants that they have the authority to execute this agreement.



Employer Signature

Lee Dwyer

Employer Printed Name

8/28/2019

Date

8/28/2019

Date

Auburn Signature

Date

Auburn Printed Name

Date

**Auburn
Career Center**



Attachment Item #17H

*Consent Agenda:
Marketplace/Events*

MARKETPLACE | EVENTS

August 8, 2019

Dave Richards
Auburn Vocational School District
8140 Auburn Road
Concord Township, OH 44077

Dear Dave,

This letter agreement, including Schedules A and B attached hereto, (the “**Agreement**”) sets out the terms and conditions upon which Auburn Vocational School District (the “**Landscaper**”) will provide landscaping for the 2020 Great Big Home + Garden Show, January 31st – February 9th, 2020 at the I-X Center (the “**Event**”) organized and produced by Marketplace Events LLC (“**MPE**”). In consideration for the mutual promises contained herein and other good and sufficient consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Landscaper agrees to:**

(a) Abide by the terms, conditions and deliverables outlined in this Agreement, including the deliverables in **Schedule A - Deliverables**, in connection with the Event or Events identified in **Schedule B – Event Dates and Locations**.

(b) Permit Event management, staff, agents, successors and assignees to share this information with current and prospective exhibitors, sponsors and partners as appropriate and at their own discretion.

2. **Subsidy.**

(a) MPE shall pay **\$6,000** to Landscaper (the “**Subsidy**”) to help cover the cost of supplies in accordance with the payment schedule outlined below:

- **\$3,000** at least 60 days before the Show opening and the remaining balance by January 31st, 2020.

(b) Except as expressly stated to the contrary in this Agreement, or otherwise agreed in writing, each party shall be responsible for all expenses incurred by such party in the performance of its obligations under this Agreement or otherwise in connection with the Event.

(c) All dollar amounts referred to in this Agreement are in the lawful currency of the United States.

3. **Trademarks and Logos.**

(a) Landscaper shall provide MPE with Landscaper trademarks and logos (collectively, the “**Landscaper Marks**”) via email in .eps and/or .jpg format for use, reproduction and display by MPE, prior to and throughout the Events, for the purposes of promoting, marketing and advertising Landscaper’s participation in the Events, including, without limitation, on signs, literature and other items at or in association with the Events, including the promotional activities identified in Schedule A (the “**MPE Promotional Activities**”).

(b) MPE will consider Landscaper requests for MPE to make changes or alterations to any Landscaper Marks used in MPE Promotional Activities during the course of the Agreement. MPE shall make such changes or alterations so long as the changes or alternations are reasonable and Landscaper pays all costs incurred by MPE in honoring the request.

(c) MPE shall provide Landscaper with the Events trademarks and logos that are specific to the Events (collectively, the "Event Marks") via email in .eps and/or .jpg format for reproduction and display by Landscaper, prior to and throughout the Events, for the purposes of promoting, marketing and advertising Landscaper's participation in the Events, including, without limitation, on signs, literature and other items at or in association with the Events (the "Landscaper Promotional Activities").

(d) Landscaper hereby grants MPE a limited, non-exclusive, non-transferable license to use the Landscaper Marks in the exact format provided by Landscaper (the "Landscaper License") for use in connection with the MPE Promotional Activities. Upon early termination of this Agreement, the Landscaper License shall terminate immediately. MPE shall not use the Landscaper Marks without the prior approval of Landscaper, such approval not to be unreasonably or arbitrarily withheld or delayed. Landscaper shall be deemed to have approved a proposed use of the Landscaper Marks by MPE, including the artwork and materials for such use, as submitted to Landscaper if Landscaper makes no written objection to such use or such artwork and materials within five (5) days after Landscaper's receipt of the request for approval.

(e) MPE hereby grants Landscaper a limited, fully paid license to use the Event Marks in the exact format provided by MPE (the "MPE License") for use in connection with the Landscaper Promotional Activities. Upon early termination of this Agreement, the MPE License shall terminate immediately. Landscaper shall not use the Event Marks without the prior approval of MPE, such approval not to be unreasonably or arbitrarily withheld or delayed. MPE shall be deemed to have approved a proposed display of the Event Marks, including the artwork and materials for such display, as submitted to MPE if MPE makes no written objection to such display or such artwork and materials within five (5) days after MPE's receipt of the request for approval.

4. **Cross-Promotional Rights.**

(a) Landscaper shall not use the Event Marks to sponsor, endorse, promote or claim affiliation with a third party without express written consent from MPE.

(b) Landscaper shall provide MPE with a list of any third parties which Landscaper proposes to cross-promote, along with reasonable details regarding the promotion, no later than thirty (30) days prior to the opening day of the Events.

5. **Event Rules:** Landscaper shall comply with all rules, regulations and other terms and conditions (collectively, the "Event Rules") applicable to the Event, as established or adopted by MPE. A copy of the Event Rules will be provided to Landscaper prior to the Event.

6. **Landscaper's Representations, Warranties, and Covenants:** Landscaper hereby represents, warrants, and covenants to MPE that:

(a) Feature Designer shall provide services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including but not limited to any applicable provisions of the Fair Labor Standards Act and the Americans with Disabilities Act;

(b) Landscaper has the right to license the use of the Landscaper Marks and MPE's use of the Landscaper Marks in accordance with this Agreement will not infringe upon any trade mark or copyright, or any other rights of any third party; and

(c) Landscaper shall promptly remove all garden and product, including plant material, stone, etc., following the close of the Event.

7. Force Majeure. In the event:

- (i) that the facility in which the Event is to be held or is held is destroyed or becomes unavailable for occupancy;
- (ii) MPE is unable to permit the Landscaper to occupy the facility or the space for reasons outside the control of MPE; or
- (iii) the Event is cancelled or curtailed, for any reasons beyond the control of MPE, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott,

(each being a "Force Majeure Event") MPE shall not be responsible for any loss of business, loss of profits, consequential or special damages, or expenses of whatever nature that the Landscaper may suffer due to a Force Majeure Event. If MPE reschedules an Event due to a Force Majeure Event, Landscaper shall use reasonable business efforts to perform the Deliverables at the rescheduled Event. In the event of a Force Majeure Event, any unused portion of Subsidy paid to Landscaper shall be returned to MPE and MPE will not be obligated to pay any remaining portion of the Subsidy unless the Event is rescheduled.

8. Cancellation. MPE may cancel an Event where MPE believes that it will be unable to produce a show at the level of quality for which it is known in the exposition industry. In the event of Cancellation pursuant to this Section 8, MPE will pay any reasonable direct out of pocket expenses incurred by the Landscaper, to the extent such expenses are not covered by the Subsidy.

9. Liability and Insurance.

(a) Landscaper shall indemnify and hold harmless MPE, its directors, officers, agents and employees, from any and all claims, actions, suits, demands, expenses, damages, liabilities, obligations, losses ("Claims") that arise or relate to:

- (i) Landscaper's breach of its obligations under this Agreement;
- (ii) Landscaper's occupation or use of any space at the Event, excluding any liability caused by or resulting from the negligence of MPE, any of its employees, or any contractor or sub-contractor hired by MPE;
- (iii) any death, injury or damage sustained by any person or property occurring as a result of or in connection with Landscaper's, including its employees, contractors, sub-contractors or suppliers, participation in any Event, excluding that caused by or resulting from the negligence of MPE, any of its employees, or any contractor or sub-contractor hired by MPE;

MARKETPLACE | EVENTS

- (iv) the use of any of the Landscaper Marks approved by Landscaper, and any promotional materials provided by Landscaper, in the promotion of or otherwise in association with the Event.
- (b) Landscaper's obligations under Paragraph 9 of this Agreement to indemnify and hold harmless MPE, its directors, officer, agents, and employees, shall not exceed the amount provided by insurance purchased by Landscaper for this purpose or the amount appropriated by Landscaper for this purpose; whichever is greater. In no case, shall any of Landscaper's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless MPE, its directors, officer, agents, and employees.
- (c) Landscaper shall obtain and maintain at its own expense a Commercial General Liability insurance with a company having an AM Best Rating of A- VII or better for the term of this Agreement. The policy shall name Marketplace Events LLC as an Additional Insured. The policy shall provide coverage of One Million Dollars (\$1,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) Annual Aggregate. Landscaper shall forward proof of such insurance to MPE upon request
- (d) Landscaper shall comply with all applicable workers' compensation laws in connection with any Landscaper employees, feature staff, suppliers, contractors or subcontractors, that provide services under this agreement.
- (e) In no event shall either party be liable for any consequential damages, even if either party knew or should have known of the possibility thereof.
- (f) MPE will not be liable for any loss of or damage to property that is owned, leased, rented by or in the care, custody or control of Landscaper, or any contractor or sub-contractor of Landscaper, and any such property will be at the sole risk of Landscaper, except to the extent any such loss or damage results from the deliberate acts or gross negligence of MPE.
- (g) This section 9 will survive the termination or expiry of this Agreement.

10. Miscellaneous.

- (a) **Confidentiality:** MPE and the Landscaper agree that the details of this Agreement shall be confidential during the term of this Agreement and after its termination, and therefore agree to undertake whatever measures are reasonably necessary to preserve its confidentiality unless disclosure is required by law. Consequently, the contents of all press announcements, if any, regarding any of the details contained in this Agreement shall be agreed upon by both MPE and Landscaper prior to being released or published. No party hereto shall unreasonably withhold or delay its agreement to any press announcement. This section 10(a) shall survive the termination or expiry of this Agreement.
- (b) **Headings:** The headings in this Agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.
- (c) **Entire Agreement:** This Agreement, together with any documents to be delivered pursuant hereto, constitutes the entire agreement between the parties hereto with respect to the specific matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the parties hereto, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter except as specifically set forth in

this Agreement and in any agreement or document delivered pursuant to this Agreement. This Agreement can only be amended modified in any respect by written agreement between the parties hereto.

(d) **Relationship of the Parties:** The relationship between Landscaper and MPE is that of independent contractors. This Agreement does not constitute the parties, and parties will not be deemed to be, partners or joint ventures of one another. Neither party will have any right to act as the agent or legal representative of the other party or to create any liability for or bind the other party in any respect whatsoever unless the parties mutually agree in writing.

(e) **Time of Essence:** Time shall be of the essence of this Agreement in all respects.

(f) **Counterparts:** This Agreement may be executed by any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received in electronic form as original signatures of the parties.

(g) **Severability:** It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any court of competent jurisdiction or other adjudicative body finds any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions.

(h) **Waiver:** A waiver of any default, breach, or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. A waiver by a party of any breach of any term or provision of this Agreement by the other party shall not be deemed a waiver of any continuing or subsequent breach or non-observance, whether of the same or any other nature. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach, or non-observance or by anything done or omitted to be done by the other party.

(i) **Further Assurances:** Each party, upon request of the other, agrees to perform such further acts and execute and deliver, or cause to be done, executed, or delivered, such further documents as may be reasonably necessary to carry out the terms of this Agreement.

(j) **Assignment:** Landscaper shall not assign any of its rights or obligations under this Agreement without the prior written consent of MPE. Additionally, Landscaper shall not sublet any exhibit space, if applicable, provided under this Agreement without the prior written consent of MPE, which may be withheld in MPE's sole and unfettered discretion.

(k) **Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(l) **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the state in which the Event takes place in without reference to conflict of laws principles.

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Once signed, this letter will constitute a binding agreement. Please retain one of the signed copies for your files and return an original to Marketplace Events LLC.

AGREED & ACKNOWLEDGED BY

AUBURN VOCATIONAL SCHOOL DISTRICT:

Name: _____ Date: _____

Title: _____

MARKETPLACE EVENTS LLC:

Name: _____ Date: _____

Title: _____

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SCHEDULE A DELIVERABLES

It is mutually agreed upon that MPE will provide to Landscaper the following rights, benefits and deliverables:

- MPE shall provide Landscaper with 100 complimentary tickets to the show and 2 complimentary parking passes.
- Move-in. MPE shall provide a minimum of 10 days for move-in.
- Utilities/Materials. MPE shall provide electric and water and mutually-agreed upon materials (such as pallets, hay bales, sand, etc.) to build the base in preparing the gardens.
- Public Relations. Landscaper shall provide a provide full and detailed garden description information to the Show's PR representatives for incorporation into promotional and marketing initiatives and make a landscaper representative available for possible media interview requests before and during the show.
- Landscaper Promotion. Landscaper shall use commercially reasonable efforts to promote the Show to customers, media and general public. Landscaper may use professional signs (up to 2), not to exceed 6 square feet.
- MPE Promotion. MPE shall promote the landscaper's participation as a feature garden at the show, which shall include:
 - Feature gardens to be promoted in all advertising and promotion as major feature of the show.
 - Inclusion in press materials.
 - Enhanced listing/lead generator on greatbighomeandgarden.com, to include logo, contact information, description, photos and link on page dedicated exclusively to landscapers: "Meet our 2020 Landscape Designers".
 - Inclusion in select email blasts to consumers.
 - Promo code to promote discount ticket offer to your customers.
 - MPE marketing staff to work in conjunction with landscapers to create opportunities for interviews, promotions and contesting with local media.
 - Include gardens in landscaping competition, winner determined by qualified, independent judges.

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It is mutually agreed upon that Landscaper will provide to MPE the following rights, benefits and deliverables:

- **Services.** Landscaper shall install a feature garden encompassing 1,800 net square feet (the "Services").
- **Theme.** Landscaper shall incorporate the 2020 theme – *One Tank Trip*. *Please note that Landscaper shall not be permitted to play music during the Event.* The theme is subject to change, in MPE's sole discretion. To avoid duplication, all landscapers will be notified immediately when individual themes are selected. Attached is a listing; if theme has not been selected, please make a decision ASAP and email to caitlind@mpeshows.com
- **Timing:** Landscaper shall submit design to MPE for review by Friday, November 1, 2019. Move-in is tentatively scheduled for January 20, 2020 and move-out finalized on February 11, 2020.
- **Peer Judging.** Landscaper agrees to vote (one vote per landscaper, not for themselves) for the peer judging award.
- **Removal.** Landscaper shall carefully coordinate with the I-X Center and MPE for the removal of all plant and landscape materials, including hardscapes and structures from their garden area at the conclusion of the Show.

Initials: _____ / _____

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SCHEDULE B EVENT DATES & LOCATIONS

Show Name	Date	Location
Great Big Home + Garden Show	January 31 st – February 9 th , 2020	Cleveland's I-X Center

Initials: _____ / _____

**Auburn
Career Center**



Attachment Item #17I

*Consent Agenda:
Lake/Geauga Educational
Assistance Foundation*



CONTRACTED SERVICES AGREEMENT
between
Lake/Geauga Educational Assistance Foundation
and
Auburn Career Center
for
2019-2020 School Year

This agreement is between Lake/Geauga Educational Assistance Foundation (LEAF), a nonprofit career and college access advising agency and Auburn Career Center. LEAF will assign a trained college access and financial aid advisor to your school building. He/she will provide services to the student population at your school during the 2019-2020 school year, as described below.

Relevant Information:

High School Name: **Auburn Career Center**

High School Address: **8140 Auburn Road
Painesville, OH 44077**

High School Senior Population (2019-2020): **44 seniors (based on list provided by ACC)**

Recommended Advisory Hours (2019-2020): **22 hours**

Advisor Contracted Rate (2019-2020): **\$50.00/hour [travel time to site is not charged]**

Total Contract Cost (2019-2020): **\$1,100.00**

LEAF can provide any of the following services at the discretion of the client as time permits:

- **Guide** students through the college search process in an unbiased manner
- **Advise** students (and families) about the college financial aid process
- **Advise** students (and families) about the different types and sources of college financial aid
- **Assist** students (and families) with the Free Application for Federal Student Aid (FAFSA), as requested
- **Advise** students about the timeline of tasks that should be accomplished each year
- **Prepare and distribute** newsletters to each grade level - mailed by LEAF to each student's home address
- **Prepare and present** a Financial Aid Night for students and their families at your school
- **Provide** group FAFSA-filing nights at your school, when mutual schedules can be coordinated
- **Implement** group in-school information sessions for seniors, and for underclassmen, when time permits
- **Provide** fee waivers to eligible students for college application and ACT testing fees
- **Guide** students in their search for scholarship opportunities, including LEAF-administered scholarships
- **Assist** students through the financial aid verification process, if selected by the US Dept. of Education
- **Guide** students (and families) through the complexity of a financial aid appeal case, when applicable
- **Explain** the Student Aid Report, financial aid award letters and student/parent loan options
- **Assist** students after college acceptance with tasks related to their enrollment

LEAF will track, document and provide 2019-2020 program service statistics to your district by June 30, 2020.

CONTRACTED SERVICES AGREEMENT (continued)

LEAF services and opportunities available only for schools that contract with LEAF:

- **LEAF Newsletters** – Each school year, LEAF prepares and mails informational newsletters directly to the parents/guardians of your students. Newsletters targeted to each grade level contains information appropriate for that demographic. In addition, seniors receive a comprehensive informational SENIOR LEAFLET from the LEAF advisor at their high school.
- **Resource Center Guide** – LEAF prepares a Resource Center Guide that outlines the resources available to students in Lake and Geauga Counties. The Guide also contains the schedule for LEAF information sessions, where students and their families can obtain extra help, clarifications about special circumstances and hear expert speakers discuss college access and financial aid topics. The Resource Center Guide is mailed directly to the parents of your junior and senior students.
- **Ohio Career Information System (OCIS) access** - The Ohio Career Information System (OCIS) is an internet-based system of accurate and comprehensive occupational, post-secondary education and financial aid information. The LEAF annual subscription to this service is available for guidance counselors, teachers and administrators in schools that have contracted for LEAF services.
- **LEAF-funded Scholarships** – Scholarships funded by LEAF donors and LEAF special events are only available to students in schools that have contracted with LEAF for in-school advisory.

Opportunities available on a rotating basis for schools that contract with LEAF:

- **The Umbrella Project** - Opportunity for art students from approximately 8 - 10 high schools to participate in LEAF's Umbrella Project. LEAF donates upwards of \$500 in art supplies to the school to create unique works of art. Student teams from Lake, Geauga, or eastern Cuyahoga Counties will win college scholarships for their artistic efforts.
- **Jimmy Malone College Chat Scholarship** – Each year, four LEAF contracted high schools are chosen to participate in LEAF's College Chat program in partnership with WMJL 105.7 morning radio host, Jimmy Malone. He talks to a select group of students about the realities of college, self-motivation, staying away from distractions and achieving your dream. One student from each high school receives a \$500 LEAF scholarship.

School will provide these accommodations to LEAF under this contract:

- Provide LEAF advisor with an adequate, private location with access to telephone and internet
- Access to high school students on an individual and group basis
- Access to read-only student class schedule and grade point average information
- High school student directory information for download, specifically; name, address, telephone & birthdate

Authorization by both parties: Please sign and date this contract. Retain a copy for your records, and return one to admin@leaf-ohio.org or LEAF 7700 Clocktower Drive, C-2048 Kirtland, OH 44094 as soon as convenient. Payment is due as soon as possible.

For Lake/Geauga Educational Assistance Foundation (LEAF):



8/28/2019

David K. Munson, Executive Director

Date

For Auburn Career Center:

Signature

Date

Printed Name

Telephone Number