## Auburn Vocational School District BOARD OF EDUCATION

## Minutes of May 4, 2023

The May 4, 2023 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

The following members were present:

| Mrs. Brush | Mr. Kent | Mr. Rayburn | Mr. Walter |
| :--- | :--- | :--- | :--- |
| Mr. Cahill | Miss Maruschak | Mr. Stefanko | Mrs. Wheeler |
| Dr. Culotta | Mr. Miller | Mr. Strever |  |

Administrators: Brian Bontempo, Sherry Williamson and Jeff Slavkovsky
63-23 Approve Agenda
A motion was made by Mr. Kent seconded by Mr. Miller to approve the May 4, 2023 agenda.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed
64-23 Approve Minutes of the Regular Meeting on April 4, 2023 and Special Meeting on April 22, 2023

A motion was made by Mr. Kent and seconded by Mr. Strever to approve the regular minutes of the April 4, 2023 Board meeting and the special meeting minutes of the April 22, 2023 Board meeting.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## Administrative Report

- Teacher Appreciation Week $\sim$ May $8^{\text {th }}-12^{\text {th }}$


## Board Advisory Committee's Update

- Facilities - Jeff Slavkovsky gave an update to the Board
- Curriculum, Enrollment \& Retention Subcommittee Meeting - Dr. Bontempo gave an update to the Board


## Public Participation - None

## 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 March 31, 2023 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.

## 65-23 Approve Five-Year Forecast

A motion was made by Dr. Culotta and seconded by Mrs. Brush to approve the FY2023-2027 Five-Year Forecast. The forecast and assumptions were sent to the Board electronically and they are believed to represent the most probable scenario for the forecast period. Raises have not been assumed but steps and educational advancement continue to be estimated. Foundation funding has been projected based on the current state aid estimates provided by the Department of Education and the Office of Budget and Management. (Attachment \#10)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 66-23 Approve Donation

A motion was made by Mr. Kent and seconded by Mr. Miller to approve the following donations:

Monetary $\$ 2,500$ donation from The Swagelok Foundation of Solon, Ohio. The donation will be put towards are Advanced Manufacturing program for our AWT RoboBots competition.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 67-23

## Approve Continuing Contract

A motion was made by Mr. Miller and seconded by Mr. Strever to approve the continuing contracts for the following instructor per CATA agreement 11.2.1

Mrs. Shelby Kaminski, VOSA Coordinator
Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed
68-23 Human Resources
A motion was made by Mr. Miller and seconded by Mrs. Wheeler to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplemental, Substitutes, Separations and Student Intern positions. (Attachment Item \#13)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 69-23 Approve Joint Use Agreement

A motion was made by Mr. Kent and seconded by Dr. Culotta to approve the following Joint Use Agreement ("Agreement") by and between Lakeland Community College ("Lakeland") and Auburn Vocational School District ("Auburn Career Center").

WHEREAS, the State of Ohio 134th General Assembly appropriated Three Hundred Fifty Thousand Dollars and Zero Cents ( $\$ 350,000.00$ ) ("Funds")pursuant to 2022 Am.Sub.H.B. No. 687 to Lakeland for the Auburn Career Center Public Safety Training Grounds ("Fire Training Structure and Stair Tower")

WHEREAS, the Auburn Career Center shall construct, own and operate a Fire Training Structure and Stair Tower as a safety training grounds and a hub for safety and education collaboration.

WHEREAS, Lakeland shall offer courses at the Fire Training Structure and Stair Tower that compliment and collaborate with Auburn Career Center's Fire Training Structure and Stair Tower and Lakeland shall use Fire Training Structure and Stair Tower space for student instruction and Lakeland's recruitment and networking efforts. (Attachment Item \#14)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 70-23 Approve Consent Agenda

A motion was made by Dr. Culotta and seconded by Mr. Miller to approve Item \#16 a-c as a consent motion.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 71-23 Contract/Affiliation Agreement

A motion was made by Mr. Miller and seconded by Mrs. Wheeler to approve the following contract and/or affiliation agreement:
a. Business Partnership Affiliation Agreements

Delta Railroad Construction
ESC of the Western Reserve
Mark Fogerty Services
Spangler Buildings, LLC
Richmond Heights Fire Department
b. Contract Training Agreement between The Lubrizol Corporation and Auburn Vocational School District
c. Contract Agreement between Fire-Dex, LLC and Auburn Vocational School District

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## Approve Communication \& Procedures for Servicing Students with Disabilities

A motion was made by Mr. Stefanko and seconded by Miss Maruschak to approve the Communication \& Procedures for Servicing Students with Disabilities plan for the 2023-2024 school year. (Attachment Item \#17)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 73-23 Executive Session

A motion was made by Mr. Stefanko and seconded by Dr. Culotta to recess into executive session at $6: 59 \mathrm{p} . \mathrm{m}$. pursuant to R.C. 121.22 (G) for the following purposes, (1) reviewing negotiation session with public employees concerning their compensations and conditions of their employment. Upon conclusion of this executive session, the Board President shall gavel the Board back into open session at this location. All matters discussed in these executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03 ( $B$ ) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed
Return to public session at 7: $26 \mathrm{p} . \mathrm{m}$.

## 74-23

## Authorize Treasurer to Issue Payments to Eligible Individuals

A motion was made by Mr. Stefanko and seconded by Mrs. Rayburn to direct the Treasurer to issue payment to all eligible individuals in the amount set forth in Column 3 of 5 of Exhibit A. The Board will hold the amounts of Column 4 of 5 in escrow. (Attachment Item \#19)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed

## 75-23 Adjourn

A motion was made by Mr. Cahill and seconded by Mr. Strever to adjourn the meeting at 7:28 p.m.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mr. Kent, Miss Maruschak, Mr. Miller, Mrs. Rayburn, Mr. Stefanko, Mr. Strever, Mr. Walter and Mrs. Wheeler

Nays: None
Mr. Walter declared the motion passed


# Auburn Career Center 



Attachment Item \#9

> Financial Reports

| Auburn Carcer Center Bank Reconciliation March 31, 2023 |  |  |
| :---: | :---: | :---: |
| Dollar Bawk - Main Depository | \$ | 13,780,680.52 |
| Humtingetor | \$ | 34,741.94 |
| ()/S cheeks - $8 / 1 / 7$ | \$ | $(4,569.26)$ |
| ()/S checks - p/r | \$ | (2,536.65) |
| Quaricrly Payroll Deductions (AKRON) | \$ | (389.55) |
|  | \$ | - |
| Petty Cash | \$ | 400.00 |
| Change Fiunds | \$ | 137.00 |
| Net Operating Check + Cash |  | 13,808,464.00 |
| Healils Cate Deductible Pool - Dollar | \$ | 9,616.01 |
| Flexible Speading Accoumt - Dollar | \$ |  |
| Star Ohio | \$ | 110,716.32 |
| Net A vailable Cash | \$ | 13,928,796.33 |
| Investments: |  |  |
| Wells F'argo Finamecial | \$ | 2,545,834.76 |
| Total Investments | \$ | 2,545,834.76 |
| Balance per tank | \$ 16,474,631.09 |  |
| Balance per hooks | \$ 16,474,631.09 |  |
|  | \$ | - |


| Investments Report |  |
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## Auburn Career Center



Attachment Item \#10

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Five - Year Forecast

# AUBURN CAREER CENTER - LAKE COUNTY 

Schedule Of Revenue, Expenditures and Change in Fund Balances
Actual and Forecasted Operating Fund


Comments: See accompanying notes for assumptions.

# Auburn Career Center 



Five-Year Forecast Assumptions FY23-27 (Summary) Submitted May 2023

## The District:

Auburn Career Center is officially a Vocational School District within the definition of Ohio Revised Code and is comprised of ten participating districts in Lake and Geauga County. Those districts include: Berkshire, Cardinal, Chardon, Kenston, Fairport, Kirtland, Madison, Painesville City, Riverside and Perry Local.

## Overview:

This financial forecast for the general operating fund is prepared according to the requirements legislated by HB412 and the district has prepared financial forecasts as a routine for many years and believes it is a valuable management tool. This forecast is an estimate of the most probable financial position, results of operations and changes in financial position for the five-year period. "Most probable" means that the assumptions have been evaluated by management and that the forecast is based upon management's judgment of the most likely set of conditions and its most likely course of action. "Most probable" is not used in a mathematical or statistical sense.

## Summary Notes:

## Revenue:

- Geauga and Lake County completed the sexennial tax value updates in 2017 and 2018 respectively. The triennial updates for Geauga and Lake County were completed in 2020 and 2021 respectively. Therefore, the next full reappraisal will be 2023 for Geauga County and 2024 for Lake County. The overall total district property assessed valuation for calendar year 2022 - collection 2023 is $\$ 5,362,487,970$, which is comprised from Lake County ( $\$ 2,891,399,260$ ), Geauga County ( $\$ 2,466,170,450$ ) and Trumbull County ( $\$ 4,918,260$ ) respectively. Based on trend, projections are calculated at a $95 \%$ collection rate.
- Auburn continues to operate from the original 1.5 inside mills allocated upon the creation of the vocational school. Inside millage is millage provided by the Constitution of the State of Ohio and is levied without a vote of the people. It is called inside millage because it is "inside" the law. Another name would be unvoted millage. The Constitution allows for 10 mills of inside millage to be distributed among local governments.
- HB59 removed property rollback reimbursement on any new levies approved in November 2013 and thereafter. However, local tax collections will offset on any new levies.
- Foundation levels in FY2023 are projected at the current funding levels provided by the Ohio Department of Education and the Office of Budget and Management. Also, shown in this line item are casino revenue, adjustments/ transfers and the workforce incentive \& credential reimbursement.
- Governor DeWine's Fiscal Year 2024-2025 Executive Budget was released January 31, 2023. Upon its passage in July 2023, we would expect to see years three and four of the six-year phase-in of the Fair School Funding Plan. The Fair School Funding Plan is a system for funding schools that can be broken down into three main components: the base cost; the state and local share; and additional targeted assistance/categorical aid.
- The state funding levels for FY2022-FY2023 has been projected pursuant to the April funding settlement from the Ohio Department of Education. No increase is projected for FY2024-FY2027. Any increases will be incorporated into the fall forecast once the biennial budget has been vetted, approved and signed by the Governor.
- Additionally, the budget bill moved the Student Wellness funding from fund 467 into the general fund. It is deemed restricted funding and is shown in Line 1.045 of the forecast.
- Adult Workforce continues to excel and we are seeing continued growth in programming. The balance still owed to the general fund at of the end of FY2022 was $\$ 755,000$. The five-year forecast reflects a payback schedule of $\$ 100,000$ per year for FY2023-FY2027. However, this is analyzed at the end of each fiscal year to determine if the transfer of additional funds are feasible. The \$100,000 per year will continue to be assumed beyond FY2027 and, until such time the advances have been totally repaid to the general fund.
- In FY2023, Adult Workforce repaid $\$ 100,000$ to the general fund reducing the balance still owed to $\$ 655,000$.
- All other revenues consist of rental income, miscellaneous receipts but largely interest income. After years of dismal interest rates, we have realized a substantial increase in our interest income when compared to FY2022 [\$380,000 vs \$54,704]. Based on financial analysts, interest rates will continue to rise in 2023 before falling back down to $4.25 \%$ in 2024 and $3.25 \%$ in 2025 . FY2024 has been projected a conservative $3.5 \%$.
- Line 2.060 previously included revenue from the sale student built homes. FY2023 and beyond no longer reflect this source of revenue as the district is no longer building homes effective the 2020-2021 school year.


## Expense:

- FY2023 reflects the addition of one teaching and one classified position. Staff additions and/or staff position changes are due to the increased enrollment policy change. The remaining years assume only step and educational advancements that are projected at $2 \%$.
- Additionally, FY2023 reflects $\$ 1.7$ million in additional salaries resulting from recent settlement discussions between the Board of Education and the Career and Technical Association. Discussion on this matter have continued between the parties so an adjustment may be necessary.
- FY2024 salaries reflect the reduction of two Certified FTE positions due to changes in the academic offerings. Additionally, the central office filled a vacant position with an internal staff member achieving savings from that transfer.
- In March, 2021, the Lake County School Healthcare Council approved that the rate setting period coincide with the Benefit Period of January ${ }^{\text {st }}$ to December $31^{\text {st }}$, effective January 1, 2022. Therefore, going forward we will realize a mid-year premium rate change. For FY2023, estimates reflect a $3.5 \%$ increase in premiums from July-December and a $5.0 \%$ increase from January-June. The second half of FY2024 and all remaining years are projected with a conservative $10 \%$ increase based on industry and inflationary trends. FY2023 also reflects the corresponding increase in benefits due to the recent enrollment policy change
- In April 2023, Lake County School Council approved a fourth healthcare premium holiday. The forecast reflects the reduction in July 2023.
- For FY2023, Purchased Services is reflecting a $17 \%$ increase compared to FY2022. I attribute this to inflationary increases and ongoing supply chain issues. Additionally, FY2024 is projected at $8 \%$ and FY2025-FY2027 reflect a $5 \%$ inflationary increase.
- For FY2023, Supplies is reflecting a $45 \%$ increase compared to FY2022. I would attribute this to inflationary increases, supply chain issues and increased enrollment \{more students\}. Additionally, FY2024 is projected at $8 \%$ and FY2025FY2027 reflect a $5 \%$ inflationary increase
- For FY2023, Capital Outlay estimates have been increased by $158 \%$, to $\$ 643,306$, compared to FY2022. This increase is due to classroom improvements and increased technology needs due to the increased enrollment policy change. FY2024-FY2027 reflect $\$ 500,000$ per year for technology maintenance, and equipment purchases. The increase is necessary based on the
trend we have seen over the last several years. We continue to use the Perkins grant for program equipment upgrades; however, these funds continue to be reduced resulting in the need to shift the burden back to the general fund.
- For FY2023, Other objects include expenditures such as liability insurance, county auditor fees, state auditor fees, membership dues and other miscellaneous expenditures.
- Debt will continue to be paid from the general fund for the two roof replacement projects totaling $\$ 5.1$ million in bond issues, which included $\$ 1.060$ million for HB264 energy improvements. Debt repayment for the Industrial Arts Facility is also included for a $\$ 600,000$ bond issue. Debt repayment for the $\$ 1.745$ million bond issuance for the B-wing roof replacement and TLC parking lot replacement. Debt repayment for the $\$ 1.3$ million bond issuance for the Horticulture parking lot, main building window replacement, an outside classroom, other miscellaneous furnishing and equipment. Debt repayment for the $\$ 3.1$ million lease purchase agreement for the Public Fire Safety/Board Office facility. The following tables reflect the debt repayment schedule and maturity:

Fiscal YR. TOTAL Principal/Interest

| 2023 | $\$ 1,010,300$ |
| :---: | :---: |
| 2024 | $\$ 1,010,419$ |
| 2025 | $\$ 1,009,005$ |
| 2026 | $\$ 1,020,856$ |
| 2027 | $\$ 782,026$ |


| BoND | MATURITY |
| :---: | :---: |
| $\$ 2,800,000$ | $6 / 1 / 2026$ |
| $\$ 2,300,000$ | $6 / 1 / 2027$ |
| $\$ 600,000$ | $6 / 1 / 2027$ |
| $\$ 1,300,000$ | $6 / 1 / 2030$ |
| $\$ 1,745,000$ | $12 / 1 / 2033$ |
| $\$ 3,100,000$ | $6 / 1 / 2037$ |

- Additionally, line 5.010 and 5.020 include projections of transfers to the Capital Improvement fund, Principal fund and Food Service.


# Auburn Career Center 



Attachment Item \#13

Human Resources

## Auburn Career Center <br> 

Human Resources
May 4, 2023
Adult Workforce Education
2022-2023

| Employee Name | Title | Hourly Amount |
| :--- | :--- | ---: |
| Larry Brown | Developmental Disabled Grant | $\$ 30.00$ |
| David Spall | Developmental Disabled Grant | $\$ 30.00$ |
| loe Cooper | Developmental Disabled Grant | $\$ 30.00$ |
| Jamie Burgett | Developmental Disabled Grant | $\$ 30.00$ |
| Doug Benson | Developmental Disabled Grant | $\$ 30.00$ |
| Doug Benson | LPN Instructor | $\$ 30.00$ |
| Reed Davis | EMT \& Paramedic Instructor | $\$ 30.00$ |
| Reed Davis | Public Safety Support Specialist | $\$ 18.00$ |
| Stephen Tajgiszer | EMT \& Paramedic Instructor | $\$ 30.00$ |
| Stephen Tajgiszer | Public Safety Support Specialist | $\$ 18.00$ |
| Ryan Davis | Public Safety Support Specialist | $\$ 18.00$ |
| Mike Fink | Public Safety Support Specialist | $\$ 18.00$ |

Adult Workforce Education
2022-2023

| Employee Name | Title | Salary Amount |
| :--- | :--- | ---: |
| Shelby Kaminski | ODD Coordinator (Paid from DODD Grant) | $\$ 3,974.10$ |

Student Mentors
2022-2023

| Employee Name | Title | Hourly Amount |
| :--- | :--- | ---: |
| Elena Drage | Developmental Disabled Grant | $\$ 15.00$ |

Extended Days

| Employee Name | Title | Days | Reason |
| :---: | :---: | :---: | :---: |
| Kaitlyn Boyd | School Counselor | Up to 2 Days | School Counseling Data/ Plan Next Year |
| Cayley Volpin | School Counselor | Up to 2 Days | School Counseling Data/ Plan Next Year |
| Brandi Holland | Cosmetology | Up to 5 Days | Summer Internships |
| Barb Gordon | Enrollment Specialist | Up to 10 days | Summer Enrollment for next year students |


| Dawn Bubonic | PR/Marketing | Up to 10 days | Marketing over the summer/posting <br> on social media sites |
| :--- | :--- | ---: | ---: |
| Jared Rogge | Welding | Up to 6 days | Machine Maintenance and Cleaning |
| Rodney Kozar | Interactive <br> Multimedia | Up to .5 Days | Video for Lake County Bar <br> Association |


| David Richards |  <br> Landscape | Up to 5 days | Prep for SY23-24 Poinsettia Sale |
| :--- | :--- | ---: | ---: |
| Cayley Volpin | School Counselor | Up to 5 Days | ASCA Conference-July |

## Limited Teacher Contracts Salary includes Step Increase per CATA

| Employee Name | Title | Salary | Daily <br> Rate | Contract <br> Days |
| :---: | :---: | :---: | :---: | :---: |
| Stacy Allen | . <br> I PBIS (Positive Behavior <br> Intervention \& Support | $\$ 38,615.00$ | $\$ 208.73$ | 185 |
| Rachel Boehnlein | EMS Instructor | $\$ 67,352.00$ | $\$ 364.07$ | 185 |
| Kaitlin Boyd | School Counselor | $\$ 54,785.00$ | $\$ 296.14$ | 185 |
| Justin Bruno | Auto Collision Repair <br> Instructor | $\$ 67,352.00$ | $\$ 364.07$ | 185 |
| Keith Conn | Electrical Engineering Prep <br> Instructor | $\$ 69,391.00$ | $\$ 375.09$ | 185 |
| Angela Eckman | Dental Assistant Technology <br> Instructor | $\$ 58,609.00$ | $\$ 316.81$ | 185 |
| Gregg Evans | Intervention Specialist | $\$ 75,211.00$ | $\$ 406.55$ | 185 |
| Barbara Gordon | Enrollment Specialist | $\$ 68,071.00$ | $\$ 367.95$ | 185 |
| Dennis Harvey | Architecture Project <br> Management Instructor | $\$ 63,829.00$ | $\$ 345.02$ | 185 |
| Christopher Hastings | Intervention Specialist | $\$ 64,865.00$ | $\$ 350.62$ | 185 |
| Bob Hill | Construction Instructor | $\$ 80,631.00$ | $\$ 435.84$ | 185 |
| Brandi Holland | Cosmetology Instructor | $\$ 78,131.00$ | $\$ 422.33$ | 185 |
| Nanci Kasten | Education Career Pathways-Teaching |  |  |  |
| Professions Instructor | $\$ 66,087.00$ | $\$ 357.23$ | 185 |  |
|  |  |  |  |  |


| Employee Name | Title | Salary | Daily <br> Rate | Contract <br> Days |
| :---: | :---: | :---: | :---: | :---: |
| Robin Nunes | On-Line English Instructor | $\$ 76,333.00$ | $\$ 412.61$ | 185 |
| Wayne Reed | HVAC Instructor | $\$ 79,028.00$ | $\$ 427.18$ | 185 |
| David Richards | Plant Turf \& Landscape <br> Instructor | $\$ 77,896.00$ | $\$ 421.06$ | 185 |
| Jared Rogge | Welding Instructor | $\$ 67,352.00$ | $\$ 364.07$ | 185 |
| John Schein | Advanced Manufacturing <br> Instructor | $\$ 57,863.00$ | $\$ 312.77$ | 185 |
| Scott Sitz | Criminal Justice Instructor | $\$ 69,391.00$ | $\$ 375.09$ | 185 |
| Scott Slagle | Production \& Welding <br> Technology Instructor | $\$ 50,551.00$ | $\$ 273.25$ | 185 |
| Darrin Spondike | Cybersecurity \& Network <br> Tech Instructor | $\$ 75,211.00$ | $\$ 406.55$ | 185 |
| Cayley Volpin | School Counselor | $\$ 57,044.00$ | $\$ 308.35$ | 185 |
| Joe Wargo | Career Enrollment/Career <br> Development | $\$ 42,105.00$ | $\$ 227.60$ | 185 |
| Tom Welk | Automotive Technology <br> Instructor | $\$ 73,705.00$ | $\$ 398.41$ | 185 |
| Stacy Yarnell | Allied Health Instructor | $\$ 62,863.00$ | $\$ 339.80$ | 185 |

## Continuing Teacher Contracts Salary includes Step Increase per CATA

2023-2024

| Employee Name | Title | Salary | Daily <br> Rate | Contract Days |
| :---: | :---: | :---: | :---: | :---: |
| Dorothy Bentley | Intervention Specialist | $\$ 80,935.00$ | $\$ 437.49$ | 185 |
| John Blauch | EMS Instructor | $\$ 85,101.00$ | $\$ 460.01$ | 185 |
| Laura Ciszewski |  <br> Design Instructor | $\$ 80,706.00$ | $\$ 436.25$ | 185 |
| Jason Gardner | Pro Web \& Game Design | $\$ 83,499.00$ | $\$ 451.35$ | 185 |


|  | Instructor |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Shelby Kaminski | VOSE Coordinator | $\$ 71,654.00$ | $\$ 387.32$ | 185 |
| Rodney Kozar | Interactive Multimedia <br> Instructor | $\$ 86,487.00$ | $\$ 467.50$ | 185 |
| Angela Nelson | Marketing \& Business <br> Applications Instructor | $\$ 78,442.00$ | $\$ 424.01$ | 185 |
| Amy Ryan | Culinary Arts Instructor | $\$ 75,211.00$ | $\$ 406.55$ | 185 |
| Christine Tredent | Patient Care Technician <br> Instructor | $\$ 82,969.00$ | $\$ 448.48$ | 185 |
| Stephanie Wiencek | Career <br> Assessment/Intervention <br> Specialist | $\$ 69,993.00$ | $\$ 378.34$ | 185 |

Classified Non-Teaching-Continuing Contracts Salary includes Step Increase per CATA

2023-2024

| Employee Name | Title | Salary | Daily <br> Rate | Contract Days |
| :---: | :---: | :---: | :---: | :---: |
| Erica Anderson | Administrative Assistant | $\$ 38,451.06$ | $\$ 174.78$ | 220 |
| Jessica Brown | Administrative Assistant | $\$ 42,222.71$ | $\$ 162.40$ | 260 |
| Diane Buchs | Administrative Assistant | $\$ 53,685.84$ | $\$ 206.48$ | 260 |
| Michael Franko | Maintenance | $\$ 51,561.24$ | $\$ 198.31$ | 260 |
| Laura Kamis | Administrative Assistant | $\$ 47,053.91$ | $\$ 180.98$ | 260 |
| Leslie Machuta | Administrative Assistant | $\$ 42,548.14$ | $\$ 193.40$ | 220 |
| Phillip Stropkey | Evening Maintenance | $\$ 39,849.11$ | $\$ 153.27$ | 260 |
| Carol Szoka | Administrative Assistant | $\$ 45,426.48$ | $\$ 206.48$ | 220 |

Classified Non-Teaching-Continuing Contracts

| Employee Name | Title | Salary | Daily <br> Rate | Contract Days |
| :---: | :---: | :---: | :---: | :---: |
| Joseph Atwell | Maintenance Supervisor | $\$ 73,537.84$ | $\$ 282.84$ | 260 |
| Shelley Barto | Financial Aid Specialist | $\$ 46,249.39$ | $\$ 177.88$ | 260 |
| Dawn Bubonic | Marketing \& Public <br> Relations | $\$ 51,272.56$ | $\$ 233.06$ | 220 |
| Victoria DePasquale | Assistant Treasurer | $\$ 63,382.13$ | $\$ 243.78$ | 260 |
| Kelley Golinar | Executive Administrative <br> Assistant/EMIS | $\$ 64,167.75$ | $\$ 246.80$ | 260 |
| Sanja Medved | Manager of Cafeteria | $\$ 36,782.38$ | $\$ 188.63$ | 195 |
| Carrie McVicker | Accounts Payable | $\$ 53,685.84$ | $\$ 206.48$ | 260 |

## Classified Non-Teaching

2023-2024

| Employee Name | Title | Salary | Daily <br> Rate | Contract Days |
| :---: | :---: | :---: | :---: | :---: |
| Stacy Allen | .5 Teacher Assistant | $\$ 11,336.33$ | $\$ 58.14$ | 195 |
| Valentine Bishop | Receptionist | $\$ 29,570.58$ | $\$ 113.73$ | 260 |
| Larry Brown | Teaching Assistant | $\$ 23,191.35$ | $\$ 118.93$ | 195 |
| Michelle Naro | Administrative Assistant <br> - Aspire | $\$ 42,222.71$ | $\$ 162.40$ | 260 |

Classified Non-Teaching-Part time
2023-2024

| Employee Name | Title | Hourly Rate | Contract Days |
| :---: | :---: | :---: | :---: |
| James Baril | Receptionist (Evening) | $\$ 12.43$ | 5 Hours Per Day (260 Days) |
| Cherise Cooper | Receptionist (Evening) | $\$ 12.43$ | 5 Hours Per Day (260 Days) |

Administrator's Contract
2023-2024

| Employee Name | Title | Salary | Daily <br> Rate | Contract Days |
| :---: | :---: | :---: | :---: | :---: |
| Sean Davis | Director of Public Safety | $\$ 73,793.95$ | $\$ 283.82$ | 260 |
| Karen Howell | Director of Auburn <br> Practical Nursing | $\$ 73,234.09$ | $\$ 281.67$ | 260 |
| Cory Hutter | Assistant Director of <br> Adult Workforce <br> Education | $\$ 69,025.08$ | $\$ 265.48$ | 260 |
| Dave Leone |  <br> Instruction | $\$ 99,977.50$ | $\$ 384.53$ | 260 |
| Andrew Kelner | Director of Business <br> Partnerships | $\$ 58,405.52$ | $\$ 265.48$ | 220 |
| Chris Mitchell | Director of High School | $\$ 86,182.72$ | $\$ 391.74$ | 220 |
| Michelle Rodewald | Director of Adult <br>  <br> Business Partnerships | $\$ 89,031.17$ | $\$ 404.69$ | 220 |
| Blair Suttles |  <br> Assessment Center | $\$ 69,025.08$ | $\$ 265.48$ | 260 |

Non-Renewal Non-Teaching Contract

| 2023-2024 |  |
| :---: | :---: |
| Employee Name | Title |
| Roberta Patton | Kitchen Assistant |

Adult Workforce Education
2023-2024

| Employee Name | Title | Salary Amount |
| :--- | :--- | ---: |
| Shelby Kaminski | ODD Coordinator (Paid from DODD Grant) | $\$ 9,105.90$ |

Out of State Travel - Staff

| Employee Name | Reason | Date |
| :--- | :--- | ---: |
| Angela Nelson | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Darrin Spondike | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Cayley Volpin | ASCA Conference | July 14th - 18th, 2023 |

Out of State Travel - Students

| Student Name | Reason | Date |
| :--- | :--- | :---: |
| Charles Beardslee | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Kayla Dudash | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Katelyn Porta | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Mackenzie Nichols | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Deborah Sams | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Addison Seese | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |
| Lidia Ingram | Ed Rising Nationals - Orlando, FL | June 28th - July 3rd, 2023 |

# Auburn Career Center 



Attachment Item \#14

Joint Use Agreement

## JOINT USE AGREEMENT

This Joint Use Agreement ("Agreement") is entered into by and between Lakeland Community College ("Lakeland"), an instrumentality of the State of Ohio ("State"), created under R.C. Chapter 3354, whose address is 7700 Clocktower Drive, Kirtland, Ohio 44094, and Auburn Vocational School District Board of Education ("Auburn Career Center"), a tax exempt political subdivision school district of the State of Ohio, whose address is 8140 Auburn Rd, Concord Township, Ohio 44077 (collectively, "Parties").

WHEREAS the State of Ohio $134^{\text {th }}$ General Assembly appropriated Three Hundred Fifty Thousand Dollars and Zero Cents ( $\$ 350,000.00$ ) ("Funds") pursuant to 2022 Am.Sub.H.B. No. 687 to Lakeland for the Auburn Career Center Public Safety Training Grounds ("Fire Training Structure and Stair Tower").

WHEREAS the Auburn Career Center shall construct, own, and operate the Fire Training Structure and Stair Tower as a safety training grounds and a hub for safety and education collaboration as incorporated herein as Exhibit A, and the Funds shall be used for the construction of the Fire Training Structure and Stair Tower.

WHEREAS Lakeland shall offer courses at the Fire Training Structure and Stair Tower that compliment and collaborate with Auburn Career Center's Fire Training Structure and Stair Tower and Lakeland shall use Fire Training Structure and Stair Tower space for student instruction and Lakeland's recruitment and networking efforts.

WHEREAS Ohio Adm.Code 3333-1-03(E) requires a public institution to submit to the Chancellor of the Ohio Department of Higher Education a joint use agreement that contains the requirements in Ohio Adm.Code 3333-1-03(E)(1)-(11) for review and approval.

WHEREAS Lakeland has demonstrated that the value of the use of the Fire Training Structure and Stair Tower is reasonably related to the amount of the General Assembly's appropriation through the worksheet included in this Agreement as Exhibit A, which is attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed to between the Parties as follows:

1. FIRE TRAINING STRUCTURE AND STAIR TOWER, TO BE BUILT AND PURCHASED BY PUBLIC BODY: The Fire Training Structure and Stair Tower shall be built, owned, and operated by the Auburn Career Center and shall be located at 10985 Girdled Road, Concord Township, Ohio 44077, a property owned by Auburn Career Center.
2. USE OF THE FIRE TRAINING STRUCTURE AND STAIR TOWER EQUIPMENT BY PUBLIC INSTITUTION: This Agreement's term is twenty (20) years commencing on the date when the Fire Training Structure and Stair Tower can be occupied and is made available to Lakeland and the extent and nature of Fire Training Structure and Stair Tower space to which Lakeland is granted rights for use, and the terms and conditions governing such use, are specified in Section 11 of this Agreement and Exhibit A.
3. REIMBURSEMENT OF THE FUNDS: The State of Ohio shall be reimbursed by the Auburn Career Center should Lakeland's right to use the Fire Training Structure and Stair Tower be terminated by the Auburn Career Center prior to the expiration of the 20-year term, calculated by dividing the funds by 20 and multiplying that sum by 20 less the number of full years the Fire Training Structure and Stair Tower is used by Lakeland.
4. USE OF THE FUNDS: The Funds shall only be used for construction of the Fire Training Structure and Stair Tower by the Auburn Career Center and the Funds shall not be used for the operating costs of the Auburn Career Center.
5. INSURANCE FOR FIRE TRAINING STRUCTURE AND STAIR TOWER AND HOLD HARMLESS:
a. The Auburn Career Center maintains, or shall acquire as necessary, insurance for the entire period of time that Lakeland has the right to access the Fire Training Structure and Stair Tower under this Agreement, which shall include the State of Ohio and Lakeland as additional insureds.
b. Auburn Career Center shall hold Lakeland harmless from any and all obligations, expenses, liabilities, or claims of any kind arising out of the construction, operation, and maintenance costs of the Fire Training Structure and Stair Tower; and any omission or an alleged action or omission of Auburn Career Center's failure or alleged failure to comply with any applicable federal, state, and local law including, but not limited to, any applicable competitive bidding requirements.
6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW: The Auburn Career Center shall comply with all pertinent federal, state, and local laws, as well as applicable administrative regulations.

## 7. COMPETITIVE BIDDING AND PREVAILING WAGE:

a. To the extent required by law, the Auburn Career Center shall follow competitive bidding procedures which include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder as generally described in R.C. Chapter 153.
b. Funded construction is subject to R.C. Chapter 4115 and Ohio Adm. Code Chapter 4101:9-4 relating, but not limited, to the payment of prevailing wage.
c. The Auburn Career Center shall submit to Lakeland documentation to prove compliance with Section 7 of this Agreement before Lakeland shall release the Funds including, but not limited to, certified payroll reports and any prevailing wage information.
d. Lakeland is an intended third-party beneficiary of all architect and construction agreements and shall be entitled to enforce any rights thereunder for Lakeland's benefit.
8. APPROPRIATION ADMINISTRATIVE FEE: Lakeland shall waive the one and onehalf percent ( $1.5 \%$ ) administrative fee so that the Auburn Career Center can use all allocated funds toward construction of the Fire Training Structure and Stair Tower.
9. AMENDMENTS: The Parties agree that any amendments to this Agreement shall require the approval by the Ohio Department of Higher Education and shall be submitted to the Chancellor before any amendment takes effect.
10. PAYMENT: An approved Controlling Board request shall release project funds and that Auburn Career Center shall submit invoices and related documentation, not more than once per month, to the reasonable satisfaction of Lakeland, after which Lakeland shall transfer appropriate amounts to the Auburn Career Center.
11. TERMS AND CONDITIONS OF USE:
a. Lakeland shall use the Auburn Career Center and its equipment at no cost to Lakeland during the term of this Agreement.
b. As a condition to its use of the Fire Training Structure and Stair Tower, Lakeland shall notify the Auburn Career Center by electronic written notice at least ninety (90) calendar days in advance.
c. Lakeland shall be responsible to reimburse the Auburn Career Center for any consumable educational materials owned by the Auburn Career Center and used by Lakeland.
12. STEERING COMMITTEE APPOINTMENT: Lakeland shall appoint a single person-of-contact from Lakeland's leadership team to serve as a member of the Auburn Career Center Northeast Ohio Transformation Steering Committee ("Steering Committee") for the purposes of a cooperative planning approach for safety-specific training and equipment purchases in Northeast Ohio, which shall cease at either the termination of this Agreement or the termination of the Steering Committee by the Auburn Career Center.
[Signature Page to Follow]

## FOR LAKELAND COMMUNITY COLLEGE:

President or Chief Financial Officer (In Official Capacity Only) Date

FOR AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Board President* (In Official Capacity Only) Date

Treasurer/Chief Fiscal Officer* (In Official Capacity Only) Date

Superintendent/Chief Executive Officer* (In Official Capacity Only) Date
Authorized Pursuant to Board Resolution No.
*This Agreement has no legal effect absent Board approval.
[Exhibits to Follow]

## Exhibit A

Project: Fire Training Structure and Stair Tower
Date: , 2023

Section I: State appropriation information.

1. Amount of state appropriation provided: $\$ 350,000.00$
2. Estimated annual debt service on the appropriation: \$ 26,907.00
3. Term of the state bond, in years:

Section II: Estimated value of use of the Fire Training Structure and Stair Tower.

## Use(s) of the Fire Training Structure and Stair Tower*


(*List additional uses on separate page as needed.)

## Section III:

Lakeland wishes to enter into an Agreement with the Auburn Career Center for a $\$ 350,000$ state appropriation.
The annual debt service paid by the State of Ohio on this appropriation approximates $\mathbf{\$ 2 6 , 9 0 7 . 0 0}$ per year, each year, for twenty (20) years.

The annual use value of the Fire Training Structure and Stair Tower for Lakeland is reasonably related to the state appropriation and approximates $\mathbf{\$ 2 8 , 8 0 0 . 0 0}$ per year, each year, for twenty (20) years.

The basis of the estimated annual use value that is provided to Lakeland by the Auburn Career Center in Lakeland's utilization of the Fire Training Structure and Stair Tower is as follows:

Basis of Estimated Annual Use Value

| Estimated Fire Training Structure and Stair Tower Usage |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Rate |  |  | Annual |  |
| Hours per day | Times per week | Weeks per year | Hours per year | Value per hour | Fire Training Structure and Stair Tower Use Value |
| 2.5 | 3.0 | 48.0 | 360.0 | \$75.00 | - \$27,000,00 |
| 1.0 | - 1.0 | 24.0 | 24.0 | \$75.00 | - \$ 1,800.00 |
| 3.5 | 4.0 |  | 384.0 |  | \$28,800.00 |

Upon Lakeland providing the Auburn Career Center with electronic written notice at least ninety (90) days in advance of Lakeland's intent to use this space during the Auburn Career Center's normally posted hours of use that occur Monday through Saturday, the Auburn Career Center shall not unreasonably withhold the granting of Lakeland's use of such space.

The estimated annual use value reflects that:
a. Lakeland shall use the Facility/Structure's industrial lab and classroom spaces to instruct Lakeland students and/or joint Lakeland and Auburn Career Center participants in both technical courses, as well as general courses, that compliment into workforce requirements (i.e., safety force and safety training);
b. Lakeland shall use the Facility/Structure's general-purpose spaces for college recruitment, networking, and showcase events; and
c. Is based on an hourly-use rate (at $\$ 75.00$ per hour), which is within the rental fee range that Lakeland currently charges the public to rent similar-type spaces, and Lakeland's current Fire Training Structure and Stair Tower rental fee range charged to an outside party to use similartype spaces is between $\$ 48.00$ per hour to $\$ 100.00$ per hour.

## Auburn Career Center



Attachment Item \#16a Affiliation Agreements

## Auburn Career Center

## A

2022-2023 School Year Affiliation Agreement Work-Based Learning Program

This Affiliation Agreement ("Agreement") is entered into on this $\underline{6}^{\dagger t}$ day of April , 2023, by and between Auburn Vocational School District Board of Education ("Auburn Career Center"), which is located at 8140 Auburn Road, Concord Township, Ohio 44077 and Delta Railroad Construction ("Affiliate Organization"), which is located at 2648 W Prospect Rd $\quad$ Ashtabula _, Ohio 440004 (collectively, "Parties").

WHEREAS the Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain work-based learning for the students enrolled in its educational programs in conjunction with the Affiliate Organization.

WHEREAS the Affiliate Organization has the facilities and is willing to provide work-based learning at its facilities to the students enrolled in said educational programs of the Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the following are the aspects of the affiliation between the Parties:

## 1. General Provisions

a. The primary purpose of the employment-based experience is educational.
b. This Agreement shall not be terminated without the knowledge of all individuals concerned.
c. Learning experiences and job tasks shall be planned and managed utilizing the work-based learning program for each student.
d. The coordinating educator and mentor/supervisor shall jointly develop and update the work-based learning program for each student.
e. The length of student assignments shail be by mutual decision between the Parties.
f. Any student may withdraw and/or transfer from a training station after providing appropriate notification when it will enhance the student's educational opportunities.
g. The students will work a minimum of three (3) hours of Auburn Career Center time each week but not more than nine (9) hours of Auburn Career Center time each week.
h. All complaints should be addressed to and resolved by the coordinating educator and assigned mentor/sponsor.
i. There shall be no discrimination in the administration of this program on the basis of race, religion, creed, sex, and/or national origin and the Affiliate Organization shall provide reasonable accommodations for individuals with disabilities.
j. The Auburn Career Center may refer to the affiliation with the Affiliate Organization in Auburn Career Center's catalog and in other public information materials regarding Auburn Career Center programs. The Affiliate Organization may refer to the affiliation with the Auburn Career Center in the Affiliate Organization's brochures and other public information materials regarding Affiliate Organization programs. Each party reserves the right to a final review and approval of all public information materials that include such a reference.
k. All applicable confidentiality laws shall be observed by the Parties.

## 2. Student Provisions

a. Students shall uphold the policies, rules, and regulations of both the Affiliate Organization and Auburn Career Center. For example, the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example, the students are also to follow all general regulations and minimum safety standards including, but not limited to, fire safety procedures, hazardous material, and sanitation and safety management.
b. Student actions, attitudes, and appearance shall reflect positively on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Aubum Career Center.
c. Students shall provide advance notification of absence to both the Affiliate Organization and coordinating educator.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. Students shall not pursue conflicting employment while enrolled in the work-based leaming program.
f. Students shall complete and submit records of work experiences as required by the Auburn Career Center.
g. Student work-based activities shall be chosen and completed as designated by the coordinating educator and assigned mentor/sponsor.
h. Students must first obtain approval of the coordinating educator before quitting and/or changing jobs.
i. If students are unable to meet the requirements of the described workforce experiences, a conference between the coordinating educator and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Auburn Career Center shall, however, have final responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affiliate Organization.
k. As part of the work-based learning experience, a stipend and/or any other compensation may be paid to individuals - whom are also students of the Auburn Career Center - as employees of the Affiliate Organization for their work as part of the work-based learning program. As such individuals are paid and/or compensated for their work, these individuals are considered employees of the Affiliate Organization and, therefore, such individuals shall be covered by social security, unemployment compensation, workers' compensation, liability coverage, and/or any other employment related benefits by the Affiliate Organization only. Such individuals shall never be considered employees of the Auburn Career Center.

1. Students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.
2. Parent/Guardian Provisions of High School Students
a. Along with high school students, parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the worksite for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out duties and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.

## 4. Affiliate Organization Provisions

a. The Affiliate Organization shall provide the physical facilities and work environment needed for the students assigned to the work-based learning program in compliance with all applicable industry standards and laws, as well as all rules and regulations of the Auburn Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. The Affiliate Organization shall employ each student for not less than three (3) hours a week or more than forty (40) hours a week.
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the coordinating educator in developing each student's leaming agreement and evaluating each student.
e. The Affiliate Organization shall comply with all local, state, and federal employment and compensation laws applicable to each student.
f. The Affiliate Organization shall provide activities for the students to complete on the job.
g. The Affiliate Organization shall counsel each student about the student's progress on the job.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the work-based learning program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the work-based learning program if the work performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the work-based learning program if the student's health status is a detriment to the student's successful completion of the work-based learning program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate - on a weekly basis - with the coordinating educator.

1. The Affiliate Organization shall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the work-based learning program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.
2. Auburn Career Center Provisions
a. The Aubum Career Center shall provide a coordinating educator to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The coordinating educator shall periodically observe and evaluate each student's on-the-job performance.
c. The coordinating educator shall assist the students in securing an appropriate employment-based experience.
d. The coordinating educator shall counsel each student about the student's progress on the job.
e. The coordinating educator shall determine each student's final grade for any credit granted.
f. The coordinating educator shall reinforce on-the-job experiences through mentorship or educational activities.
g. The coordinating educator shall fairly enforce policies, rules, and regulations.
h. The Auburn Career Center may withdraw any student from the Affiliate Organization if proper supervision and/or education of the student is not provided.

## 6. Additional Provisions

a. This 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, parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both parties agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the parties.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement is for a term of the 2022-2023 school year unless terminated by either party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall such delay and/or failure 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 persons who warrant that they have the authority to execute this Agreement.


FOR THE AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Brian Bontempo, Superintendent (official capacity only)*

Sherry Williamson, Treasurer (official capacity only)*

Date

Date

* This Agreement has no legal effect absent Board action


## Auburn Career Center

## 2022-2023 School Year Affiliation Agreement Work-Based Learning Program

This Affiliation Agreement ("Agreement") is entered into on this I/ day of April , 202 3, by and between Auburn Vocational School District Board of Education ("Auburn Career Center"), which is located at 8140 Auburn Road, Concord Township, Ohio 44077 and $\qquad$ ("Affiliate Organization"), which is located at $\qquad$ , Painesville , Ohio $\qquad$ (collectively, "Parties").

WHEREAS the Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain work-based learning for the students enrolled in its educational programs in conjunction with the Affiliate Organization.

WHEREAS the Affiliate Organization has the facilities and is willing to provide work-based learning at its facilities to the students enrolled in said educational programs of the Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the following are the aspects of the affiliation between the Parties:

1. General Provisions
a. The primary purpose of the employment-based experience is educational.
b. This Agreement shall not be terminated without the knowledge of all individuals concerned.
c. Learning experiences and job tasks shall be planned and managed utilizing the work-based learning program for each student.
d. The coordinating educator and mentor/supervisor shall jointly develop and update the work-based learning program for each student.
e. The length of student assignments shall be by mutual decision between the Parties.
f. Any student may withdraw and/or transfer from a training station after providing appropriate notification when it will enhance the student's educational opportunities.
g. The students will work a minimum of three (3) hours of Auburn Career Center time each week but not more than nine (9) hours of Aubum Career Center time each week.
h. All complaints should be addressed to and resolved by the coordinating educator and assigned mentor/sponsor.
i. There shall be no discrimination in the administration of this program on the basis of race, religion, creed, sex, and/or national origin and the Affiliate Organization shall provide reasonable accommodations for individuals with disabilities.
j. The Auburn Career Center may refer to the affiliation with the Affiliate Organization in Auburn Career Center's catalog and in other public information materials regarding Auburn Career Center programs. The Affiliate Organization may refer to the affiliation with the Auburn Career Center in the Affiliate Organization's brochures and other public information materials regarding Affiliate Organization programs. Each party reserves the right to a final review and approval of all public information materials that include such a reference.
k. All applicable confidentiality laws shall be observed by the Parties.

## 2. Student Provisions

a. Students shall uphold the policies, rules, and regulations of both the Affiliate Organization and Auburn Career Center. For example, the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example, the students are also to follow all general regulations and minimum safety standards including, but not limited to, fire safety procedures, hazardous material, and sanitation and safety management.
b. Student actions, attitudes, and appearance shall reflect positively on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Auburn Career Center.
c. Students shall provide advance notification of absence to both the Affiliate Organization and coordinating educator.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. Students shall not pursue conflicting employment while enrolled in the work-based learning program.
f. Students shall complete and submit records of work experiences as required by the Auburn Career Center.
g. Student work-based activities shall be chosen and completed as designated by the coordinating educator and assigned mentor/sponsor.
h. Students must first obtain approval of the coordinating educator before quitting and/or changing jobs.
i. If students are unable to meet the requirements of the described workforce experiences, a conference between the coordinating educator and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Auburn Career Center shall, however, have final responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affiliate Organization.
k. As part of the work-based learning experience, a stipend and/or any other compensation may be paid to individuals - whom are also students of the Auburn Career Center - as employees of the Affiliate Organization for their work as part of the work-based learning program. As such individuals are paid and/or compensated for their work, these individuals are considered employees of the Affiliate Organization and, therefore, such individuals shall be covered by social security, unemployment compensation, workers' compensation, liability coverage, and/or any other employment related benefits by the Affiliate Organization only. Such individuals shall never be considered employees of the Auburn Career Center.

1. Students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.
2. Parent/Guardian Provisions of High School Students
a. Along with high school students, parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the worksite for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out duties and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.

## 4. Affiliate Organization Provisions

a. The Affiliate Organization shall provide the physical facilities and work environment needed for the students assigned to the work-based leaming program in compliance with all applicable industry standards and laws, as well as all rules and regulations of the Auburn Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. The Affiliate Organization shall employ each student for not less than three (3) hours a week or more than forty (40) hours a week.
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the coordinating educator in developing each student's learning agreement and evaluating each student.
e. The Affiliate Organization shall comply with all local, state, and federal employment and compensation laws applicable to each student.
f. The Affiliate Organization shall provide activities for the students to complete on the job.
g. The Affiliate Organization shall counsel each student about the student's progress on the job.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the work-based learning program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the work-based learning program if the work performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the work-based learning program if the student's health status is a detriment to the student's successful completion of the work-based learning program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate - on a weekly basis - with the coordinating educator.

1. The Affiliate Organization shall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the work-based learning program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.

## 5. Aubum Career Center Provisions

a. The Auburn Career Center shall provide a coordinating educator to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The coordinating educator shall periodically observe and evaluate each student's on-the-job performance.
c. The coordinating educator shall assist the students in securing an appropriate employment-based experience.
d. The coordinating educator shall counsel each student about the student's progress on the job.
e. The coordinating educator shall determine each student's final grade for any credit granted.
f. The coordinating educator shall reinforce on-the-job experiences through mentorship or educational activities.
g. The coordinating educator shall fairly enforce policies, rules, and regulations.
h. The Auburn Career Center may withdraw any student from the Affiliate Organization if proper supervision and/or education of the student is not provided.

## 6. Additional Provisions

a. This 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, parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both parties agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the parties.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement is for a term of the 2022-2023 school year unless terminated by either party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall such delay and/or failure 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 persons who warrant that they have the authority to execute this Agreement.
FOR_ESC of the Western Reserve :


FOR THE AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Brian Bontempo, Superintendent (official capacity only)*

Sherry Williamson, Treasurer (official capacity only)*

## Date

Date

* This Agreement has no legal effect absent Board action


## Auburn Career Center

2022-2023 School Year Affiliation Agreement Work-Based Learning Program

This Affiliation Agreement ("Agreement") is entered into on this 4th day of April
$\qquad$ 2023 , by and between Auburn Vocational School District Board of Education ("Auburn Career Center"), which is located at 8140 Auburn Road, Concord Township, Ohio 44077 and Spangler Buildings LLC ("Affiliatc Organization"), which is located at 7577 Callow Rd

Painesville 44077 (collectively, "Parties").

WHEREAS the Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain work-based leaming for the students enrotled in its educational programs in conjunction with the Affiliate Organization.

WHEREAS the Affiliate Organization has the facilitics and is willing to provide work-based Icarning at its facilities to the students enrolled in said educational programs of the Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the following are the aspects of the affiliation between the Partics:

1. General Provisions
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c. Leaming experiences and job tasks shall be planned and managed utilizing the work-based learning proyram for each student.
d. The coordinating educator and mentor/supervisor shall jointly develop and update the work-based learning program for each student.
e. The length of student assignments shall be by mutual decision between the Parties.
f. Any student may withdraw and/or transfer from a training station after providing appropriate notification when it will enhance the student's educational opportunities.
g. The students will work a minimum of three (3) bours of Auburn Career Center time each week but not more than nine (9) hours of Aubum Career Center time each week.
b. All complaints should be addressed to and resolved by the coordinating educator and assigned mentor/sponsor.
i. There shall be no discrimination in the administration of this program on the basis of race, religion, creed, sex, and/or national origin and the Affiliate Organization shall provide reasonable accommodations for individuals with disabilities.
j. The Auburn Career Center may refer to the affiliation with the Affiliate Organization in Auburn Career Center's catalog and in other public information materials regarding Auburn Career Center programs. The Affiliate Organization may refer to the affiliation with the Auburn Career Center in the Affiliate Organization's brochures and other public information materials regarding Affiliate Organization programs. Each party reserves the right to a final review and approval of all public information materials that include such a reference.
k. All applicable confidentiality laws shall be observed by the Parties.

## 2. Student Provisions

a. Students shall uphold the policies, rules, and regulations of both the Affiliate Organization and Auburn Career Center. For example, the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example, the students are also to follow all general regulations and minimum safety standards including, but not limited to, fire safety procedures, hazardous material, and sanitation and safety management.
b. Student actions, attitudes, and appearance shall reflect positively on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Auburn Career Center.
c. Students shall provide advance notification of absence to both the Affiliate Organization and coordinating educator.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. Students shall not pursue conflicting employment while enrolled in the work-based learning program.
f. Students shall complete and submit records of work experiences as required by the Auburn Career Center.
g. Student work-based activities shall be chosen and completed as designated by the coordinating educator and assigned mentor/sponsor.
h. Students must first obtain approval of the coordinating educator before quitting and/or changing jobs.
i. If students are unable to meet the requirements of the described workforce experiences, a conference between the coordinating educator and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Auburn Career Center shall, however, have final responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affiliate Organization.

## $=$

k. As part of the work-based learning experience, a stipend and/or any other compensation may be paid to individuals - whom are also students of the Auburn Career Center - as employees of the Affiliate Organization for their work as part of the work-based learning program. As such individuals are paid and/or compensated for their work, these individuals are considered employees of the Affiliate Organization and, therefore, such individuals shall be covered by social security, unemployment compensation, workers' compensation, liability coverage, and/or any other employment related benefits by the Affiliate Organization only. Such individuals shall never be considered employees of the Auburn Career Center.

1. Students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.

## 3. Parent/Guardian Provisions of High School Students

a. Along with high school students, parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the worksite for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out duties and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.

## 4. Affiliate Organization Provisions

a. The Affiliate Organization shall provide the physical facilities and work environment needed for the students assigned to the work-based learning program in compliance with all applicable industry standards and laws, as well as all rules and regulations of the Auburn Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. The Affiliate Organization shall employ each student for not less than three (3) hours a week or more than forty (40) hours a week.
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the coordinating educator in developing each student's learning agreement and evaluating each student.
e. The Affiliate Organization shall comply with all local, state, and federal employment and compensation laws applicable to each student.
f. The Affiliate Organization shall provide activities for the students to complete on the job.
g. The Affiliate Organization shall counsel each student about the student's progress on the job.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the work-based learning program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the work-based learning program if the work performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the work-based learning program if the student's health status is a detriment to the student's successful completion of the work-based learning program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate - on a weekly basis - with the coordinating educator.

1. The Affiliate Organization shall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the work-based learning program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.

## 5. Auburn Career Center Provisions

a. The Auburn Career Center shall provide a coordinating educator to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The coordinating educator shall periodically observe and evaluate each student's on-the-job performance.
c. The coordinating educator shall assist the students in securing an appropriate employment-based experience.
d. The coordinating educator shall counsel each student about the student's progress on the job.
e. The coordinating educator shall determine each student's final grade for any credit granted.
f. The coordinating educator shall reinforce on-the-job experiences through mentorship or educational activities.
g. The coordinating educator shall fairly enforce policies, rules, and regulations.
h. The Auburn Career Center may withdraw any student from the Affiliate Organization if proper supervision and/or education of the student is not provided.
6. Additional Provisions
a. This 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, parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both parties agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the parties.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement is for a term of the 2022-2023 school year unless terminated by either party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall such delay and/or failure 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 persons who warrant that they have the authority to execute this Agreement.


FOR THE AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

Brian Bontempo, Superintendent (official capacity only)*
$\qquad$
Bre
Date

Sherry Williamson, Treasurer (official capacity only)*
Date

* This Agrecment has no legal effect absent Board action


## 2023-2024 School Year Affiliation Agreement Public Safety Programs Student Training Internship Learning Program

This Affiliation Agreement ("Agreement") is entered into on this 10 day of February, 2023, by and between Auburn Vocational School District Board of Education ("Auburn Career Center"), which is located at 8140 Auburn Road, Concord Township, Ohio 44077 and Richmond Heights Fire Department ("Affiliate Organization"), which is located at 457, Highland Road, Richmond Heights, Ohio 44143 (collectively, "Parties").

WHEREAS the Auburn Career Center is currently conducting educational programs in Career and Technical Education (e.g., Public Safety Education) and desires to obtain learning internships for the students enrolled in its educational programs in conjunction with the Affiliate Organization.

WHEREAS the Affiliate Organization has the facilities and is willing to provide learning internships at its facilities to the students enrolled in said educational programs of the Auburn Carecr Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the following are the aspects of the affiliation between the Parties:

## 1. General Provisions

a. The primary purpose of the learning internship is educational.
b. This Agreement shall not be terminated without the knowledge of all individuals concerned.
c. Learning experiences and tasks shall be planned and managed utilizing the learning internship program for each student.
d. The coordinating educator program lead instructor and mentor/supervisor shall jointly develop and update the learning internship program for each student.
e. The length of student assignments shall be by mutual decision between the Parties.
f. Any student may withdraw and/or transfer from a training station after providing appropriate notification when it will enhance the student's educational opportunities.

## g. [Intentionally Left Blank.]

h. All complaints should be addressed to and resolved by the program Director of Public Safety Education and assigned mentor/sponsor.
i. There shall be no discrimination in the administration of this program on the basis of race, religion, creed, sex, and/or national origin and the Affiliate Organization shall provide reasonable accommodations for individuals with disabilities.
j. The Auburn Career Center may refer to the affiliation with the Affiliate Organization in Auburn Career Center's catalog and in other public information materials regarding Auburn Career Center programs. The Affiliate Organization may refer to the affiliation with the Auburn Career Center in the Affiliate Organization's brochures and other public information materials regarding Affiliate Organization programs. Each party reserves the right to a final review and approval of all public information materials that include such a reference.
k. All applicable confidentiality laws shall be observed by the Parties.

## 2. Student Provisions

a. Students shall uphold the policies, rules, and regulations of both the Affiliate Organization and Auburn Career Center. For example, the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example, the students are also to follow all general regulations and minimum safety standards including, but not limited to, fire safety procedures, hazardous material, and sanitation and safety management.
b. Student actions, attitudes, and appearance shall reflect positively on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Auburn Career Center.
c. Students shall provide advance notification of absence to both the Affiliate Organization and program lead instructor.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. [Intentionally Left Blank.]
f. Students shall complete and submit records of learning internship experiences as required by the Auburn Career Center.
g. Student clinical activities shall be chosen and completed as designated by the program lead instructor and assigned mentor/sponsor.
h. [Intentionally Left Blank.]
i. If students are unable to meet the requirements of the described learning internships, a conference between the program lead instructor and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Auburn Career Center shall, however, have final responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affiliate Organization.
k. No student shall ever be considered employees of either the Affiliate Organization or Auburn Career Center and, as a result, no student shall be covered by social security, unemployment compensation, workers' compensation, liability coverage, and/or any other employment related benefits by either the Affiliate Organization or Auburn Career Center.
I. No student shall ever to be considered as manpower including, but not limited to, at a dispatch position, scene manpower, and/or ambulance crew.
m. Students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with applicable regulations.

## 3. Parent/Guardian Provisions of High School Students

a. Along with high school students, parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the internship site for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out dutics and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with applicable regulations.

## 4. Affiliate Organization Provisions

a. The Affiliate Organization shall provide the physical facilities and internship environment needed for the students assigned to the learning internship program in compliance with all applicable industry standards and laws, as well as all rules and regulations of the Auburn Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. [Intentionally Left Blank.]
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the program lead instructor in developing each student's learning agreement and evaluating each student.
e. The Affiliate Organization shall comply with all local, state, and federal employment and compensation laws applicable to each student.
f. The Affiliate Organization shall provide approved activities for the students to complete and supervise the students at all times.
g. The Affiliate Organization shall counsel/evaluate each student about the student's progress.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the learning internship program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the learning internship program if the performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the learning internship program if the student's health status is a detriment to the student's successful completion of the learning internship program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate with the program lead instructor as needed.

1. The Affiliate Organization shall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the learning internship program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.

## 5. Auburn Career Center Provisions

a. The Auburn Career Center shall provide a coordinating educator/ program lead instructor to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The program lead instructor shall periodically observe and evaluate each student's learning internship performance.
c. The program lead instructor shall assist the students in securing an appropriate learning internship experience.
d. The program lead instructor shall counsel each student about the student's progress.
e. The program lead instructor shall determine each student's final grade for any credit granted.
f. The program lead instructor shall reinforce learning internship experiences through mentorship or educational activities.
g. The program lead instructor shall fairly enforce policies, rules, and regulations.
h. The Auburn Carecr Center may withdraw any student from the Affiliate Organization if proper supervision and/or education of the student is not provided.

## 6. Additional Provisions

a. This Agreement is not assignable but is binding on the corporate successor of the Partics.
b. This Agreement is not a third-party beneficiary affiliation agreement and confers no rights upon any students, parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both partics agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the partics.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement is for a term of the 2022-2023 school year unless terminated by cither party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall such delay and/or failure give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.

## [Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this Agreement by persons who warrant that they have the authority to execute this Agreement.


## FOR THE AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:


, Superintendent (official capacity only)*

, Director of Public Safety Education (official capacity only)*

* This Agreement has no legal effect absent Board action


## Auburn Career Center



## 2022-2023 School Year Affiliation Agreement Work-Based Learning Program

This Affiliation Agreement ("Agreement") is entered into on this $25^{5+4}$ " day of April_, 2023, by and between Auburn Vocational School District Board of Education ("Auburn Career Center"), which is located at 8140 Auburn Road, Concord Township, Ohio 44077 and Mark Fogerty Services ("Affiliate Organization"), which is located at 16675 W Park Cir Dr. Chagrin Falls , Ohio 44023 (collectively, "Parties").

WHEREAS the Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain work-based learning for the students enrolled in its educational programs in conjunction with the Affiliate Organization.

WHEREAS the Affiliate Organization has the facilities and is willing to provide work-based leaming at its facilities to the students enrolled in said educational programs of the Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, the following are the aspects of the affiliation between the Parties:

## 1. General Provisions

a. The primary purpose of the employment-based experience is educational.
b. This Agreement shall not be terminated without the knowledge of all individuals concerned.
c. Learning experiences and job tasks shall be planned and managed utilizing the work-based learning program for each student.
d. The coordinating educator and mentor/supervisor shall jointly develop and update the work-based learning program for each student.
e. The length of student assignments shall be by mutual decision between the Parties.
f. Any student may withdraw and/or transfer from a training station after providing appropriate notification when it will enhance the student's educational opportunities.
g. The students will work a minimum of three (3) hours of Auburn Career Center time each week but not more than nine (9) hours of Aubum Career Center time each week.
h. All complaints should be addressed to and resolved by the coordinating educator and assigned mentor/sponsor.
i. There shall be no discrimination in the administration of this program on the basis of race, religion, creed, sex, and/or national origin and the Affiliate Organization shall provide reasonable accommodations for individuals with disabilities.
j. The Auburn Career Center may refer to the affiliation with the Affiliate Organization in Auburn Career Center's catalog and in other public information materials regarding Auburn Career Center programs. The Affiliate Organization may refer to the affiliation with the Auburn Career Center in the Affiliate Organization's brochures and other public information materials regarding Affiliate Organization programs. Each party reserves the right to a final review and approval of all public information materials that include such a reference.
k. All applicable confidentiality laws shall be observed by the Parties.

## 2. Student Provisions

a. Students shall uphold the policies, rules, and regulations of both the Affiliate Organization and Auburn Career Center. For example, the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example, the students are also to follow all general regulations and minimum safety standards including, but not limited to, fire safety procedures, hazardous material, and sanitation and safety management.
b. Student actions, attitudes, and appearance shall reflect positively on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Auburn Career Center.
c. Students shall provide advance notification of absence to both the Affiliate Organization and coordinating educator.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. Students shall not pursue conflicting employment while enrolled in the work-based learning program.
f. Students shall complete and submit records of work experiences as required by the Auburn Career Center.
g. Student work-based activities shall be chosen and completed as designated by the coordinating educator and assigned mentor/sponsor.
h. Students must first obtain approval of the coordinating educator before quitting and/or changing jobs.
i. If students are unable to meet the requirements of the described workforce experiences, a conference between the coordinating educator and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Aubum Career Center shall, however, have final responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affiliate Organization.
k. As part of the work-based learning experience, a stipend and/or any other compensation may be paid to individuals - whom are also students of the Auburn Career Center - as employees of the Affiliate Organization for their work as part of the work-based learning program. As such individuals are paid and/or compensated for their work, these individuals are considered employees of the Affiliate Organization and, therefore, such individuals shall be covered by social security, unemployment compensation, workers' compensation, liability coverage, and/or any other employment related benefits by the A.ffiliate Organization only. Such individuals shall never be considered employees of the Auburn Career Center.

1. Students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.
2. Parent/Guardian Provisions of High School Students
a. Along with high school students, parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the worksite for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out duties and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regulations.

## 4. Affiliate Organization Provisions

a. The Affiliate Organization shall provide the physical facilities and work environment needed for the students assigned to the work-based learning program in compliance with all applicable industry standards and laws, as well as all rules and regalations of the Aubum Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. The Affiliate Organization shall employ each student for not less than three (3) hours a week or more than forty (40) hours a week.
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the coordinating educator in developing each student's learning agreement and evaluating each student.
e. The Affiliate Organization shall comply with all local, state, and federal employment and compensation laws applicable to each student.
f. The Affiliate Organization shall provide activities for the students to complete on the job.
g. The Affiliate Organization shall counsel each student about the student's progress on the job.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the work-based learning program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the work-based leaming program if the work performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the work-based learning program if the student's health status is a detriment to the student's successful completion of the work-based learning program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate - on a weekly basis - with the coordinating educator.

1. The Affiliate Organization shall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the work-based learning program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.

## 5. Auburn Career Center Provisions

a. The Auburn Career Center shall provide a coordinating educator to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The coordinating educator shall periodically observe and evaluate each student's on-the-job performance.
c. The coordinating educator shall assist the students in securing an appropriate employment-based experience.
d. The coordinating educator shall counsel each student about the student's progress on the job.
e. The coordinating educator shall determine each student's final grade for any credit granted.
f. The coordinating educator shall reinforce on-the-job experiences through mentorship or educational activities.
g. The coordinating educator shall fairly enforce policies, rules, and regulations.
h. The Auburn Career Center may withdraw any student from the Affiliate Organization if proper supervision and/or education of the student is not provided.

## 6. Additional Provisions

a. This 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, parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both parties agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the parties.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement is for a term of the 2022-2023 school year unless terminated by either party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement, nor shall such delay and/or failure 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 persons who warrant that they have the authority to execute this Agreement.


Printed Name
Title

FOR THE AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

| Brian Bontempo, Superintendent (official capacity only)* |  | Date |
| :--- | :--- | :--- |
| Sherry Williamson, Treasurer (official capacity only)* |  | Date |
| * This Agreement has no legal effect absent Board action |  |  |

## Auburn Career Center

## Attachment Item \#16b

> Contract Training
> Agreement

This STANDARD TRAINING AGREEMENT ("Agreement") is made and entered into as of March 6, 2023 ("Effective Date") by and between The Lubrizol Corporation, with its principal place of business at 29400 Lakeland Boulevard, Wickliffe, OH 44092 ("Lubrizol") and Auburn Vocational School District Governing Board of Education, with its principal place of business at 8140 Auburn Road, Concord Township, OH 44077 ("Contractor").

## RECITALS:

A. Lubrizol desires to retain Contractor to provide training to its employees in classrooms, laboratories, and/or training grounds either at Contractor's site or other sites used by Contractor as part of its training program, as may be set forth in future Purchase Orders (each, a "PO") ("Training"), subject to the terms and conditions of this Agreement.
B. Contractor is willing to provide such Training, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Training. Lubrizol hereby retains Contractor as an independent contractor to perform the Training. Contractor's specific duties shall be set forth in one or more separate POs each of which shall: (1) detail the scope of work, deliverables and fees for the Training; and (2) incorporate the terms and conditions of this Agreement. Contractor agrees to use Contractor's best efforts and abilities and exercise due professional care and competence in performing the Training and to perform the Training to the reasonable satisfaction of Lubrizol.
2. Compensation. Lubrizol agrees to pay Contractor for the Training at a rate to be agreed upon and set forth in the applicable PO for such Training. Contractor's invoices for such Training shall refer to this Agreement and Lubrizol's purchase order number. Lubrizol shall make payments made via check, net forty-five (45) (45) days from date of invoice. Contractor shall be reimbursed for reasonable travel and business expenses only if such expenditures are pre-approved in writing by Lubrizol.

## 3. Confidentiality.

(a) Contractor shall keep secret and confidential and shall not disclose to others any and all Confidential Information (as hereinafter defined), except as may be required by law (including but not limited to requirements under the Ohio Public Records Act - R.C. 149.43). If Contractor is to exchange Confidential Information through or with an affiliate or subsidiary under this Agreement, Contractor shall insure, through the exercise of its rights as a controlling shareholder or owner, that its affiliate or subsidiary included in the exchange shall agree to be bound by the terms of confidentially stated herein.
(b) For the purposes of this Agreement, "Confidential Information" shall mean certain commercially valuable, proprietary and confidential information and trade secrets related to Lubrizol's business and products, including without limitation, information and tangible and intangible property which may relate to Lubrizol's proprietary products or services, whether in distribution or under development, trade secrets, technology, computer source code and object code, hardware and software designs and specifications, schematics, flow charts, logic diagrams, methodologies, drawings, specifications, programs, models, financial information and projections, formulae, data, know-how, developments, designs, improvements, software programs, product, service and marketing plans and strategies, customer and supplier lists, inventions, know-how, manufacturing information, costs, market information, testing and other valuable business information and products. Contractor shall use Lubrizol's Confidential Information only for the purpose stated herein, unless the parties have agreed otherwise in writing. Contractor shall not duplicate Confidential Information except as required to accomplish the purpose of this Agreement.
(c) Contractor shall exercise the same reasonable degree of care concerning Confidential Information as it uses to safeguard and protect its own proprietary technical information, but no less than reasonable care that is provided by commercial enterprises for its most valuable trade secrets, so as to safeguard Lubrizol's Confidential Information from theft, loss and negligent disclosure to others, and shall limit access to Lubrizol's Confidential Information to its officers, directors and employees who reasonably require such access in order to accomplish the aforesaid purpose. The foregoing obligations of confidentiality shall also apply to information which Contractor may encounter at Lubrizol relating to software and documentation supplied by software providers including, without limitation, SAP America, Inc.
(d) The foregoing obligations of confidentiality and limited use shall not apply to any part of Confidential Information received by Contractor which: (1) was already known to Contractor before Lubrizol's disclosure thereof; (2) is or becomes available to the public without breach of this Agreement by Contractor; (3) shall become available to Contractor from a third party who has not received the same, directly or indirectly, from Lubrizol under an obligation of confidentiality; (4) is independently developed by Contractor without the use of any Confidential Information of Lubrizol; (5) is required to be disclosed by Contractor pursuant to a governmental and/or judicial order, provided that written notice of such order is promptly provided by Contractor to Lubrizol to enable Lubrizol to seek a protective order from a court related to the disclosure and said Confidential Information, or (6) as otherwise may be required by state or federal law. In the event that Contractor provides Confidential Information under this paragraph, it shall furnish only that portion of the Confidential Information that it is legally required to do so. Specific Confidential Information disclosed to Contractor by Lubrizol shall not be deemed by Contractor to be available to the public or in Contractor's prior possession merely because it is embraced by more general information available to the public or by more general information in Contractor's prior possession.
(e) Contractor shall not use the name(s), trademark(s) or trade name(s), whether registered or not, of Lubrizol in publicity releases, advertising, other promotional materials, or for any other manner, without obtaining prior consent from Lubrizol. Contractor agrees to preserve as confidential, and not to use for any purpose inconsistent with this Agreement, any Confidential Information which Contractor acquires from Lubrizol or which arises out of services rendered by Contractor pursuant to this Agreement, unless otherwise agreed in writing by Lubrizol to the contrary. Contractor shall notify Lubrizol promptly of the date of, and circumstances involved in, the loss or unauthorized disclosure, if any, of any documents, drawings, descriptions or writings, formulae or samples relating to Lubrizol's Confidential Information. Upon termination of this Agreement for any reason, with or without fault of either party, Contractor shall promptly deliver to Lubrizol (or confirm the destruction of) all stored or recorded information in electronic, magnetic, or other retrievable format, and all drawings, blueprints, manuals, letters, notes, notebooks, reports, photographs, samples, software, programs, and all copies thereof, of Lubrizol's Confidential Information. Contractor shall use its best efforts to further irreversibly and irretrievably purge its computers of all Confidential Information, programs and software of Lubrizol. Contractor's obligations of confidentiality, non-disclosure and limited use shall survive for all times and shall survive termination, expiration or cancellation of this Agreement for any reason.

## 4. Intentionally Deleted

5. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2024, but can be further terminated pursuant to the terms of this Agreement. Notwithstanding the foregoing, Lubrizol or Contractor may terminate this Agreement: (1) without cause, by giving written notice to the other Party at least thirty (30) days prior to the effective date of termination; and (2) with cause if either Party fails to perform any of its obligations hereunder or otherwise defaults under the terms and conditions hereof and such failure or default is not cured within ten (10) days after notice thereof.
6. Responsibilities of Contractors: Contractor is responsible for providing a safe environment and training conditions at its Facility, and shall take necessary precautions for the safety of, and shall provide the necessary protection to prevent injury or loss to Students. Contractor will provide necessary proper protective equipment not otherwise provided by Lubrizol.
7. Warranty: Contractor expressly represents and warrants that all Training shall: (1) be performed by qualified personnel; (2) in compliance with applicable law; (3) Content is consistent with State of Ohio Regulations regarding the specific training and (4) Training Content does not violate $3^{\text {rd }}$ Party Intellectual Property rights.
8.Miscellaneous. This Agreement is a non-exclusive arrangement. The parties intend that the relationship created hereby is that of an independent contractor. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof. This Agreement may only be modified or amended, if the modification or amendment is made in writing and is signed by both parties. Any waiver must be in writing and signed by the party making the waiver. Lubrizol may assign its rights and delegate its obligations under this Agreement. Contractor's rights and obligations under this Agreement are personal in nature and shall not be transferable by assignment, delegation, subcontract or otherwise without Lubrizol's prior written consent and any attempt to do so shall be void. This Agreement (and all claims and disputes relating to or arising out of this Agreement, or breach of this Agreement, whether sounding in contract, tort or otherwise) will be governed by the substantive and procedural laws of the State of Ohio (including, without limitation, those relating to any statutes of limitation), excluding any conflicts or choice of law, rule or principle that might otherwise refer construction or interpretation to the substantive law of another jurisdiction. Both Parties irrevocably consent and submit to the exclusive jurisdiction of the state courts located in Lake County, Ohio and of the United States District Court for the Northern District of Ohio in connection with any litigation
relating to or arising out of this Agreement, and both parties expressly waive any objection they have or may have as to the venue of any such courts. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited. Lubrizol's rights and remedies and Contractor's obligations and responsibilities which have accrued before, or by their nature would extend beyond, the expiration, termination or other cancellation of this Agreement, shall survive such expiration, termination or other cancellation and continue to bind the parties and their permitted successors and assigns indefinitely until fulfilled or waived (including, without limitation, Sections 3 and 4). This Agreement may be executed in counterparts, and all such counterparts shall constitute one contract binding on all the parties notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

The Lubrizol Corporation

By:
Signature

Printed Name

Title: $\qquad$

## Auburn Vocational School District Governing Board of Education

By:
Signature

Printed Name

Title: Board President

By:
Signature

Printed Name

Title: Treasurer

By.:
Signature

Printed Name

Title: Superintendent

## Auburn Career Center



## Attachment Item \#16c

Contract Agreement
Fire-Dex, LLC

## SPONSORSHIP AGREEMENT

This Sponsorship Agreement (this "Agreement") is entered into and made effective as of this 1 day of January, 2023 (the "Effective Date") by and between Fire-Dex, LLC, a Delaware limited liability company with its principal place of business at 780 S. Progress Dr., Medina, Ohio 44256 ("Fire-Dex"), and Auburn Vocational School District Governing Board of Education ("Auburn").

## Recitals

A. Auburn operates in the state of Ohio as a career and technical center providing educational programs to prepare students entering into various industries, which programs include firefighter training and education (the "Fire Training Program").
B. Fire-Dex is a leading manufacturer of personal protective equipment for first responders and, from time to time, may provide its manufactured products ("Fire-Dex Products") in furtherance of its efforts to increase awareness of the Fire-Dex brand as to promote and influence current industry trends consistent with the mission, vision, and values of Fire-Dex.
C. Fire-Dex desires to become a sponsor of the Fire Training Program through monetary contributions and/or contribution of Fire-Dex Products as set forth on Exhibit A attached hereto in support of the Fire Training Program (the "Contributions"), and Auburn desires Fire-Dex to become a sponsor of the Fire Training Program, upon the terms and subject to the conditions of this Agreement.

## Terms and Conditions

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, the parties hereto agree as follows:

1. Contribution. In consideration for the Sponsorship Rights (hereinafter defined) granted by Auburn to Fire-Dex, Fire-Dex will make the Contributions to Auburn, and Auburn agrees to accept the Contributions from Fire-Dex on the terms and subject to the conditions set forth in this Agreement.
2. Sponsorship Rights. Fire-Dex will be the exclusive sponsor of the Fire Training Program and will be the exclusive provider of firefighter personal protective equipment and turnout gear used by Auburn in the Fire Training Program, which will provide Fire-Dex with the rights and benefits as set forth on Exhibit B (the "Sponsorship Rights").
3. Term and Termination. The term of this Agreement will begin on the Effective Date and continue thereafter for a period of five (5) years (the "Term"). The Term may conclude earlier, however, if a party hereto fails to substantially and materially comply with the terms of this Agreement and fails to cure such breach within fifteen (15) days of written notification by the other party stating with specificity the alleged breach or default.
4. Grant of License and Use of Fire-Dex Marks. Subject to the terms and conditions of this Agreement, Fire-Dex hereby grants to Auburn a revocable, non-exclusive, non-transferable, nonsublicensable, royalty-free license to use Fire-Dex's designated marks set forth on Exhibit C including by
not limited to the trademarks, trade names, slogan, logo, or other identification set forth thereon (collectively, the "Fire-Dex Marks"), solely for use in connection with the Sponsorship Rights. Notwithstanding the foregoing or any other provision of this Agreement, and for the avoidance of doubt, the license granted hereunder will expire upon the expiration or termination of this Agreement or as otherwise earlier revoked by Fire-Dex upon written notification thereof to Auburn, and Auburn acknowledges that it will only use the Fire-Dex Marks in connection with the Sponsorship Rights. Auburn understands and agrees that it has no further right, title or interest in or to any Fire-Dex Marks (except the right to use the same in accordance with the terms and conditions of this Agreement), and further agrees that any such Fire-Dex Marks are and shall remain the sole property of Fire-Dex. Fire-Dex will provide to Auburn the artwork of the Fire-Dex Marks necessary for the uses permitted hereunder in connection with the Sponsorship Rights. As an express condition of the license grant set forth in this Section 4, Auburn must: (i) use the Fire-Dex Marks only in accordance with Fire-Dex's trademark guidelines as set forth on Exhibit C, if any, and (ii) must provide Fire-Dex thirty (30) days advance notice of and a copy of any collateral materials incorporating the Fire-Dex Marks and obtain Fire-Dex's prior written approval of the same prior to such use by Auburn.
5. Brand Protection. Auburn acknowledges and agrees that by its use of Fire-Dex Products and the Fire-Dex Marks in connection with the Fire Training Program or the Sponsorship Rights, Auburn will be deemed an ambassador of the Fire-Dex brand and will use Fire-Dex Products only in such a way as to support Fire-Dex and its mission, core values, and brand standards. Auburn further acknowledges and agrees that Fire-Dex may determine, in its sole and absolute discretion, whether any use of Fire-Dex Product is in the best interest of Fire-Dex and its brand. If Fire-Dex determines, in its sole and absolute discretion, that any such continued use of Fire-Dex Product by Auburn is not in the best interest of Fire-Dex or its brand, or does not support the mission or core values of Fire-Dex (each, an "Unpermitted Use"), Fire-Dex reserves the right to immediately terminate this Agreement and all licenses and rights granted to Auburn hereunder by providing written notice to Auburn of its intention thereof.
6. Relationship of the Parties. For purposes of this Agreement, the relationship between Fire-Dex and Auburn is limited solely for purposes of sponsorship, and they are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties hereto.
7. Assignment. Auburn will not assign, transfer, or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of Fire-Dex.
8. Notices. All notices required to be sent hereunder must be sent via Certified Mail, Return Receipt Requested, to the parties at their respective addresses set forth below, or such other address as may be designated in writing from time to time:

Fire-Dex: Fire-Dex, LLC<br>Attention: [Jenny Surovey]<br>780 South Progress Drive<br>Medina, Ohio 44256<br>E: [jennysurovey@firedex.com]<br>P: [330-427-8416]

| Auburn: | Auburn Career Center |
| :--- | :--- |
|  | Governing Board of Education |
|  | Attention: Jeff Slavkovsky |
|  | Executive Director of Career and Technical Education |
|  | 8140 Auburn Road |
|  | Concord Twp, OH 44077 |
|  | E: [islavkovsky@auburncc.org $]$ |
|  | P: [440-358-8033] |

9. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and assigns of the parties hereto.
10. Amendments. Neither this Agreement nor any of the terms or conditions hereof may be waived, amended, or modified except in a writing executed by both parties.
11. Governing Law and Forum. This Agreement is governed by the laws of the state of Ohio other than those relating to conflicts of laws. All disputes arising under this Agreement must be litigated in the Lake County Common Pleas Court and the Parties consent to the exclusive jurisdiction and venue of such court.
12. Counterparts and Facsimiles. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. The execution of this Agreement may be evidenced and effected by facsimile or other manner of electronic transmission.
13. Entire Agreement. Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter. Any failure by Fire-Dex to exercise any right granted herein upon the occurrence of any contingency set forth in this Agreement will not in any event constitute a waiver of any such right.
[signature page follows]

The parties hereto agree to the above terms and have executed this Agreement as of the date first above written.

## FIRE-DEX, LLC

## AUBURN VOCATIONAL SCHOOL DISTRICT

 GOVERNING BOARD OF EDUCATIONBy: By:

Name:
Name:
Its:
Its:
$\qquad$ By:
Name:
Its:
$\qquad$ By:
Name: Its:
$\qquad$ 2023]

## EXHIBIT A

 CONTRIBUTIONSMonetary donations will be made out to the Auburn Vocational School District Governing Board of Education and sent to payment to:

## Year 1:

- 3 Sets of Turnout Gear
- \$3,000 Donation paid by check


## Year 2:

- 3 Sets of Turnout Gear
- \$3,000 Donation paid by check


## Year 3:

- 3 Sets of Turnout Gear
- $\$ 3,000$ Donation paid by check


## Year 4:

- 3 Sets of Turnout Gear
- \$3,000 Donation paid by check


## Year 5:

- 3 Sets of Turnout Gear
- \$3,000 Donation paid by check


## EXHIBIT B

## SPONSORSHIP RIGHTS

1. Auburn to display Fire-Dex banners in classrooms and throughout Public Safety Building. Banner content will be reviewed in advance by Auburn to ensure that the content complies with Board policies and administrative guidelines.
2. Auburn to allow Fire-Dex and FSS to host events on site with prior approval and 1 month notice to Director of Public Safety Education. Fire-Dex and FSS may be required to complete facility use agreements in accordance with Board Policy.
3. Fire-Dex logo will be added to catalog (print \& digital) and catalog-related email communications as selected by Auburn. Auburn, in consultation with Fire-Dex, will determine logo placement on all communications.

EXHIBIT C FIRE-DEX MARKS

4885-4151-3528, v. 1

## Auburn Career Center



## Attachment Item \#17

Communication \&

> Procedures for

# Servicing Students with 

Disabilities

# Auburn Career Center 



Communication and Procedures for Servicing Students with Disabilities

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## Auburn Career Center

Auburn Career Center provides an innovative career and technical education that empowers all learners to excel in the emerging workplace and enrich their community. Our team of educators and experts has helped thousands of high school students and adult learners build skill sets and obtain expertise in their chosen field and/or advance their careers.

Auburn Career Center offers 23 different high school career and technical programs in 11 different career fields. Our adult workforce education program offers full-time career and technical programs for the learners, Aspire classes as well as a variety of part-time classes.

The workplace and skills required to succeed are changing at a rapid pace. Our experienced and state-certified staff members provide students with the latest skills and training to meet the modern economy with confidence. Whether college or career is in their future, Auburn provides all students and adult learners with knowledge for the new economy.

Associate districts include:

- Berkshire Local School District
- Cardinal Local School District
- Chardon Local School District
- Fairport Harbor Local School District
- Kenston Local School District
- Kirtland Local School District
- Madison Local School District
- Painesville City Local School District
- Perry Local School District
- Riverside Local School District

Lakeshore Compact districts include:

- Euclid Local School District
- Mentor Local School District
- Wickliffe School District

Compact students are able to participate in select programs.
Additional schools include:

- Agape Christian Academy
- Cornerstone Christian Academy
- iStem Early College High School
- Home-schooled students


## Auburn Career Center Contact Information

| Auburn Career Center Department/Name | Position | Email | Phone |
| :---: | :---: | :---: | :---: |
| District and High School Administration |  |  |  |
| Dr. Brian Bontempo | Superintendent | Bbontempo@auburncc.org | 440-357-7542 88011 |
| Jeff Slavkovsky | Executive Director of Career and Technical Education | Jslavkovsky@auburncc.org | 440-357-7542 $\times 8033$ |
| Chris Mitchell | Director of High School | Cmitchell@auburncc.org | 440-357-7542 $\times 8060$ |
| Dave Leone | Director of Curriculum and Instruction | Dleone@auburncc.org | 440-357-7542 $\times 8030$ |
| Enrollment |  |  |  |
| Barb Gordon | Enrollment Specialist | Bgordon@auburncc.org | 440-357-7542 88110 |
| Counseling |  |  |  |
| Kaitlin Boyd | School Counselor | Kboyd@auburncc.ors | 440-357-7542 88014 |
| Cayley Shenk | School Counselor | Cshenk@auburncc.org | 440-357-7542 $\times 8401$ |
| Career Development |  |  |  |
| Joseph Wargo | Career Development Coordinator | Jwargo@auburncc.org | 440-357-7542 $\times 8400$ |
| Career Advising |  |  |  |
| Justine Malvicino | Career Guidance Advisor | Imalvicino@auburncc.org | 440-357-7542 88215 |
| Career Assessment |  |  |  |
| Stephanie Wiencek | Career Assessment Specialist | Swiencek@auburncc.ors | 440-357-7542 $\times 8191$ |
| Special Education |  |  |  |
| Dorothy Bentley | Intervention Specialist | Dbentley@auburncc.org | 440-357-7542 88275 |
| Gregg Evans | Intervention Specialist | Gevans@auburncc.org | 440-357-7542 $\times 8196$ |
| Chris Hastings | Intervention Specialist | Chastings@auburncc.org | 440-357-7542 $\times 8192$ |
| Shelby Kaminski | Vocational Special Education Coordinator (VOSE) | Skaminski@auburncc.org | 440-357-7542 $\times 8151$ |
| Stephanie Wiencek | Intervention Specialist | Swiencek@auburncc.org | 440-357-7542 88191 |

## Enrollment

## Recruitment Process

In October, Auburn Career Center sends letters to parents/guardians of sophomore students introducing Auburn Career Center as an option for junior and senior years.

October through November, the Enrollment Specialist presents to sophomores at associate high schools in order to provide information on Career Technical Education, programs offered at Auburn, explanation of the enrollment process, and to provide an understanding of the acceptance timeline.

October to November, current Auburn students are invited to represent their program and speak during presentations at associate schools.

Sophomore Visit Day is held annually in November or December. This field trip is open to all in-district sophomores at associate schools and showcases the 23 programs that Auburn offers. Students can select two programs to visit and learn about program expectations and the suggested skills that are most beneficial to be successful. Students also visit a third program selected by enrollment in order to expose the students to a program that they may not have considered. After the visit, students are encouraged to submit an application to two programs of interest.

Following Sophomore Visit Day, a Community Open House is held and parents/guardians are invited to tour the building and get more information about Auburn's programs. Postcards are mailed home to parents/guardians of freshmen and sophomores inviting them to attend this event. Program instructors are available to answer questions, demonstrate curriculum and share information to ensure a better understanding of the program. Students are encouraged to submit an application to two programs of interest.

In January, an Information Night is held for interested students and parents/guardians to learn more about programs of interest. Parents/guardians register for 30 minute time slots available for each program of interest where suggested skills, potential outcomes, internship opportunities and other important topics are reviewed. Students are encouraged to submit an application to two programs of interest.

Each week from January through April, Welcome Wednesdays are offered to interested sophomores. Students are able to select two programs to shadow. These field trips are arranged through the associate school counselor's office or with a parent phone call. Students are encouraged to submit an application to two programs of interest. (Addendum A - EACC - Registration at a Glance (22-23) )

School counselors from associate high schools are invited to Auburn for informational meetings three times per year. The purpose of these meetings is to provide the associate school counselors an update on issues, events and policies that impact their students. Counselors are provided with information that includes Auburn Career Center's policies, procedures, program information, dates to remember, and other useful resources. At these meetings, associate school school counselors can learn more about Auburn's programs to ensure students are applying to programs that align with post-school goals outlined on their graduation plans.

As requested, the Enrollment Specialist will attend and present Auburn Career Center information at associate district events. Please contact the Enrollment Office at 440.358.8013 to have Auburn
represented at your event. Auburn tours are available to any interested students and their family. Please contact Enroilment to schedule a tour.

Program instructors and staff members from the special education department are available during Auburn events to answer questions from staff, students, and/or parents. Auburn's Career Assessment Specialist is available to provide information on how a career assessment can benefit students that are unsure of their strengths and interests.

## Application Procedures

Who is eligible to attend?

- Juniors and seniors from associate school districts are eligible to attend. Online school, charter school and private school students may also attend if the district they reside in is within our associate school district area. If a student resides outside of our associate school district area, administrative approval is required. Some associate districts also allow sophomores to apply.


## How to apply?

- All interested students must apply online (http://www.auburncc.org/ApplyNow.aspx) using the Enroll Track application portal.


## Next Step?

- Once a student has applied, the associate district counselor will provide transcripts and report cards. Enrollment will review transcripts to ensure students meet eligibility requirements. *Eligibility requirements include being on track for graduation and having taken and passed 2 math courses; 2 science courses; 2 English courses and 2 social studies courses by the end of the sophomore year.


## Application deadlines?

- There are two application deadlines. The first deadline is the Priority Registration deadline. Any application submitted prior to that deadline is placed in the randomization process for the first 12 seats in a program.
- The next deadline is the General Registration deadline. All applications received between the Priority Registration deadline and the General Registration deadline are placed in a randomized process for the next 12 seats in a program. (Addendum B -

Auburn Placement at a Glance 2023.pdf )

## Program Placement

All sophomores that apply to Auburn Career Center will be considered as long as they meet the eligibility requirements which included being on track for graduation by taking and passing two credits in the core content areas by the end of sophomore year.

Computer software randomizes all applications, both Priority and General, and assigns a random number to each application. Applications are placed into programs until the capacity of 24 seats has been met. Waitlists are then established for oversubscribed programs.

All applicants will receive a letter in the mail in late February, explaining their status. The status include:

Placed - Applicant was placed in 1st or 2nd choice program. If a student is placed in their 2nd choice, they may remain on the waitlist for their 1st choice.

Waitlisted - Applicant was placed on a waitlist for the program and will remain there until/if a spot becomes available or another available program is selected.

Conditional -This option is only available in NON-OVERSUBSCRIBED programs; students can be placed after credit deficiencies have been corrected. The plan for correcting the credit deficiency is established by the associate district and communicated with Auburn Career Center's Enrollment Specialist.

Ineligible - Applicants applying to oversubscribed programs who are not on track for graduation are notified of specific credit deficiencies.

Students wishing to accept their seat complete an online Commitment Agreement. This online form must be completed within 2 weeks of receiving the placement letter. (Addendum C-2023 Student Commitment Agreement)

Program acceptance lists are shared by the Enrollment Specialist with the counselors at our associate districts.

After all eligible sophomores have been placed, placement letters are mailed to freshmen, from participating districts, wishing to attend non-oversubscribed programs. Next placement letters are mailed to out-of-district students applying to non-oversubscribed programs.

New Student Orientation is hosted in May for all students that have been placed into a program.
Additional information regarding application and placement can be found on Auburn's webpage https://www.auburncc.org/Enrollment.aspx.

## School Counseling

The mission of the Auburn Career Center School Counseling Department is to provide and ensure equity of services and access to a high quality career and technical education experience for all students. Through a data-driven comprehensive program, students will develop the skills necessary to make positive contributions in their community and the emerging workplace.

Auburn Career Center's counseling department monitors and identifies if a student is at-risk for attendance issues. A letter is sent to the parents of students with excessive absences. The House Bill 410 (HB 410) designated staff members at our associate districts will be notified of habitually truant students. Auburn Career Center will communicate with associate districts following the guidelines outlined in HB 410. Districts can be provided with access to Auburn's Infinite Campus account to monitor attendance. Contact Auburn's school counselors to obtain a username and password.

## Career Development

Career Development opportunities are available to all associate school districts. This may include middle school career exploration activities, SchoolLinks Lessons, 8 th grade tours, career day involvement and collaborative career development guidance. At the beginning of each school year, school counselors or school administrators should contact the Career Development Specialist to coordinate career exploration events.

## Career Advising

Career Advising is available to all students enrolled at Auburn Career Center. Ohio Means Jobs interest surveys and career profiles are completed by current students. If a student requires additional career exploration, a day of career shadowing is available. During career planning, the student develops a post-secondary education plan and determines how to carry it out. The career advisor assists students in identifying the requirements to obtain their diploma seals.

## Career Assessment

Career Assessments is a service provided to all students in grades 8-12 that attend any of our associate districts. Students do not have to be interested in attending the career center to participate in a career assessment. During the day spent in the assessment area, students will complete a number of assessments including: Auditory Directions Screening, CareerScope (interest/aptitude tool), TAPs (hands-on assessments that measure an individual's functional aptitudes and strengths) and VAAB (Numerical/Spatial/Verbal assessment). Career assessments are generally completed within a $1 / 2$ day (morning) session. Please contact our Career Assessment Specialist for more information and/or to schedule a career assessment.

## Special Education Services

## Associate School and Career Center Collaboration

Collaboration and frequent communication between associate district special education staff and Auburn Career Center special education staff is beneficial when collecting data for IEP progress, when communicating student successes or struggles, during transition planning, and when reviewing graduation requirements. Auburn's special education staff can attend annual IEP progress and transition planning meetings to share information about program expectations and the skills students need to be most successful.

## Meetings for Prospective Auburn Career Center Students

If a student with a disability is interested in attending Auburn, the VOSE can be invited to meetings to answer questions related to program standards and what skills a student should possess in order to be most successful in a program. The purpose of the VOSE attending meetings for students that have not yet applied or been accepted is to assist the team in making informed decisions. A "Suggested Skills" document is available at https://www.auburncc.org/FAQs1.aspx under the "What Skills Do I Need for Each Program" tab.

## Transfer of Special Education Information for Incoming Students

School counselors and special education directors will be notified of student placement in early spring. After receiving a list from enrollment, the VOSE will share the list with associate district counselors and special education directors to determine which of the newly enrolled students receive IEP support. Auburn's enrollment department does not ask students to disclose disability information prior to acceptance so it is the responsibility of the associate district to provide that information to Auburn Career Center.

The case managers or special education director from the associate districts will communicate with the VOSE to determine if special education documentation (IEPs, behavior plans, etc) have been received and to schedule meetings if documents need to be updated.

Special education directors, case managers, or district appointed staff must send IEPs, Evaluation Team Reports (ETRs), disability category, and behavior plans if applicable to the VOSE within two weeks of receiving the acceptance list. Documents can be sent electronically or shared in an IEP management system such as Samegoal. All documentation must be received prior to the student's first day at Auburn Career Center.

In order to provide the best support to students, the VOSE must be invited to every special education change of placement, planning meeting, and/or annual review for incoming Auburn students. Documents must be shared with the VOSE after meetings. The career center will partner with the district to ensure that Free Appropriate Public Education (FAPE) is provided.

Enrollment is ongoing until the first ten days of Auburn's school calendar. Once that ten day period is over, enrollment is finalized. The VOSE will send a final acceptance list to counselors and special education directors for review to ensure that no student with services has been overlooked.

## Special Education Team Meetings for Current Auburn Career Center Students

Notification of IEP meetings for current Auburn students must be provided. The VOSE will be part of the IEP team and will collaborate with the associate district to ensure FAPE is provided. The associate district will provide copies of updated IEPs and ETRs as changes occur. It is the associate district's responsibility to provide Auburn Career Center with the most current special education documentation. Ideally, all IEPs and ETRs will be provided to the career center within two weeks of the team meeting.

## Program Supports and Accommodation

An intervention specialist is available to provide support to students in each program at Auburn Career Center. A list of programs and the intervention specialist assigned to each program will be emailed to associate district special education directors during the first two weeks of each new school year. Updates to the schedule will be communicated as they occur. Frequent communication is encouraged between case managers at our associate districts and Auburn's intervention specialists and VOSE.

Auburn Career Center intervention specialists will review each incoming IEP and will monitor progress on transition goals and annual goals as applicable, and will assist program instructors with providing accommodations/modifications. Auburn's intervention specialists will collaborate with program instructors to provide interventions and support. If concerns arise, Auburn's intervention specialists will address concerns by consulting the VOSE, scheduling a meeting with the program instructor, contacting parents, implementing additional supports, etc. If concerns continue, the VOSE will communicate with the special education contact at the associate district.

IEPs received from the associate school districts will be uploaded by the VOSE or intervention specialist into Auburn's Infinite Campus system. Auburn program instructors will be shown how to access these documents at the beginning of each school year. Any hard copies of special education documents or lists
of accommodations and/or modifications must be stored in a secure location. Classroom and testing accommodations listed in Section 7 of the IEP are provided in all program classes.

## Certification Exam Accommodations

Some vocational credentialing exams do not allow for accommodations or modifications. Auburn Career Center intervention specialists will utilize special education documentation on file at the career center to apply for certification testing accommodations or modifications as allowable. If an accommodation or modification is not allowed per the credentialing exam guidelines all other allowable accommodations or modifications will be provided.

## WebXam Accommodations

Students enrolled in a two-year program at Auburn participate in end-of-course exams using an online testing site (WebXam). Accommodations such as extended time and use of a reader are allowable. However, there are no modifications, alternative assessment options, or excusals for career-technical education end-of-course exams. Additional information can be found on the Ohio Department of Education website. https://education.ohio.gov/Topics/Career-Tech/Career-Technical-Education-Assessment-System

## Progress Monitoring

Progress monitoring data will be shared with the case managers at the associate districts at the end of each grading period. Auburn Career Center's calendar will be followed. The data shared is individualized and based on a student's needs as applicable to ensure FAPE. Examples include gradebook details, behavior rating sheets, student self-monitoring data, and/or requested progress on transition goals. Data is collected through teacher observations, classroom assignments, formative and summative assessments, work samples, and/or lab work. If Auburn Career Center staff is listed as the responsible party on a transition plan, the VOSE must be invited to participate in the creation of that transition service or activity.

Attendance, program grades, work completion, utilization of accommodations, certifications earned, skill level and behavior are monitored by Auburn's intervention specialist who work with program instructors to ensure students' needs are met within career technical courses. The VOSE will be notified if a student is struggling in his or her program. The VOSE will share information with the case manager at the associate district and with special education directors and supervisors as appropriate.

## Internal Monitoring Process

Auburn's internal monitoring team consists of staff from the special education department. The VOSE will be part of the team along with at least one intervention specialist (Addendum D -
E ACC Intervention Specialist by Program ). General education teachers, school counselors and high school administration will be asked to be part of the review process on a case by case basis to address specific needs. The internal monitoring team will review IEPs for incoming students within the first two weeks of a new school year. All annually updated IEPs will be reviewed within one week of receiving the updated document.

Auburn Career Center's Internal Monitoring Checklist (Addendum E-E IEP Compliance Checklist) will be utilized to review the IEPs to ensure FAPE is provided in all settings. Accommodations and modifications will be reviewed. The VOSE will communicate with associate district special education staff if supports outlined in the IEP create a safety concern or hinder a students ability to be successful on a credentialing exam.

## Plan Revisions and Continuous Improvement

This plan will be reviewed annually and updated as changes occur in Auburn's special education department and as the enrollment process evolves. This plan was created in collaboration with several Auburn Career Center staff members, reviewed by associate district special education supervisors and shared with associate district superintendents. Each new school year this plan will be shared with Auburn Career Center program instructors and special education staff. This plan will also be shared with associate district school counselors at annual counselors meetings and with special education at the start of each school year.


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