

## **Auburn Vocational School District BOARD OF EDUCATION**

### **Minutes of February 5, 2019**

The February 5, 2019 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 6:30 p.m.

Mrs. Williamson administered the Oath of Office to the appointed Board Member, Kenneth Cahill and collected the qualification statements.

Upon roll call, the following members were present:

|             |             |            |              |
|-------------|-------------|------------|--------------|
| Mrs. Brush  | Mrs. Javins | Mr. Miller | Mrs. Wheeler |
| Mr. Cahill  | Mr. Kent    | Mr. Sedivy |              |
| Dr. Culotta | Mr. Klima   | Mr. Walter |              |

Absent: Mr. Stefanko

Administrators: Brian Bontempo, Sherry Williamson, Jeff Slavkovsky and Dee Stark

#### **023-19 Approve Agenda**

A motion was made by Mr. Klima and seconded by Mrs. Brush to approve the February 5, 2019 agenda.

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

**Nays:** None  
Mr. Walter declared the motion passed

#### **024-19 Approve Minutes Last Meeting**

A motion was made by Mr. Sedivy and seconded by Mr. Klima to approve the minutes of the January 15, 2019 Organizational and Regular Board meeting.

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

**Nays:** None  
**Abstain:** Mr. Cahill  
Mr. Walter declared the motion passed

**Public Participation – Theresa Bakale and Timothy Bakale**

**Administrative Report**

- A. Great Big Home & Garden Show Open House & Student Recognition  
Thursday, February 7<sup>th</sup> from 6:30 pm – 8:00 pm  
Plant, Turf and Landscape Management & Construction Students  
recognition at 7:00 pm
  
- B. National Technical Honor Society Induction – **RESCHEDULED**  
*February 20, 2019 at 6:30 pm – 8:00 pm Presentation Center*

**Recruitment/Curriculum Committee Report – February 12, 2019 @ 3:30 p.m. - 4:30 p.m.**  
Technology Learning Center – Room 100

**025-19 Executive Session**

A motion was made by Mr. Sedivy and seconded by Mrs. Wheeler to enter into executive session at 7:11 p.m. for the following purpose:

- Pursuant to Ohio Revised Code Section 121.22(G) (1), **for the purpose of** considering the appointment, employment, **dismissal**, discipline, promotion, demotion, or compensation **of public employees or regulated individuals**, or the investigation of charges or complaints against a public employee\_or regulated individual unless such person requests a public hearing.
  
- **Pursuant to Ohio Revised Code Section 121.22 (G) (2). I hereby recommend that the Board make a motion to adjourn to executive session to consider the purchase of property or the sale of property, if premature disclosure of information would give an unfair competitive bargaining advantage to a person whose private interest is adverse to the general public interest.**

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

**Nays:** None

Mr. Walter declared the motion passed

**Return to public session at 7:32 p.m.**

## **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 December 31, 2018 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #10)

## **No Action Required.**

### **026-19 Donations**

A motion was made by Mr. Klima and seconded by Mr. Sedivy to approve the following donations:

Fire Gear washer, hand tools and K12 gas saw from the Mentor Fire Department of Mentor, OH. This donation will benefit the Adult Workforce Firefighter programs.

Assortment of fire hoses from Jefferson Township Fire Department of Dayton, OH. This donation will benefit the Adult Workforce Firefighter programs.

Stainless steel by-product, buckets of scrap tubing and WPS standards thin gauge from Steris Corporation of Mentor, OH. This donation will benefit our Welding programs.

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

**Nays:** None

Mr. Walter declared the motion passed

### **027-19 Organizational Meeting Correction**

A motion was made by Mrs. Wheeler and seconded by Mrs. Brush to approve organizational meeting date correction for Tuesday, September 3<sup>rd</sup> and Tuesday, October 1<sup>st</sup> at 6:30 pm.

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

**Nays:** None

Mr. Walter declared the motion passed

**028-19 Approve Human Resources**

A motion was made by Mrs. Javins and seconded by Dr. Culotta to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplementals, Substitutes, Separations and Student Intern positions. (Attachment Item #13)

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

**Nays:** None

Mr. Walter declared the motion passed

**029-19 Approve Board Resolution to Abolish Exempt R.C. 3319.081 Nonteaching Position and Suspend Employment Contract**

A motion was made by Mr. Sedivy and seconded by Mrs. Brush to approve the following resolution:

**WHEREAS**, the Auburn Vocational School District Board of Education (“Board”) adopted Board Policy 4131 (“Reduction in Staff”) pursuant to R.C. 3319.172 (“Reasonable Reductions in Nonteaching Employees”).

**WHEREAS**, Board Policy 4131, R.C. 3319.172, and applicable laws permit the Board to proceed in achieving a reduction in nonteaching staff by abolishing exempt R.C. 3319.081 nonteaching positions in accordance with the recommendation of Superintendent Brian Bontempo (“Superintendent”) who shall, within each pay classification affected, give preference first to nonteaching employees under continuing contracts and then to nonteaching employees on the basis of seniority.

**WHEREAS**, Board Policy 4131, R.C. 3319.172, and applicable laws permit the Board to proceed in achieving a reduction in the nonteaching staff by abolishing exempt R.C. 3319.081 nonteaching positions due to financial reasons affecting the Auburn Vocational School District.

**WHEREAS**, pursuant to Board Policy 4131, R.C. 3319.172, and applicable laws, the Superintendent recommends that the Board achieve a reduction in the exempt nonteaching staff at this February 5, 2019 regularly-scheduled board meeting by **abolishing the following exempt R.C. 3319.081 nonteaching position**, effective **February 6, 2019**, due to financial reasons affecting the Auburn Vocational School District: **Information Technology Technician**.

**WHEREAS**, pursuant to Board Policy 4131, R.C. 3319.172, and applicable laws, the Superintendent recommends that the Board – after giving preference first, within each pay classification affected, to exempt nonteaching employees under continuing contracts and then to exempt nonteaching employees on the basis of seniority – achieve a reduction in the nonteaching staff at the February 5, 2019 regularly-scheduled Board meeting by **suspending the following exempt R.C. 3319.08 nonteaching contract**, effective **February 6, 2019**, due to financial reasons affecting the Auburn Vocational School District: **Tim Bakale**.

**NOW THEREFORE BE IT RESOLVED**, that pursuant to Board Policy 4131, R.C. 3319.172, and applicable laws, the Board hereby (1) accepts the Superintendent’s abolishment recommendation and (2) **abolishes the following exempt R.C. 3319.081 nonteaching position**, effective **February 6, 2019**, due to financial reasons affecting the Auburn Vocational School District: **Information Technology Technician**.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that, pursuant to Board Policy 4131, R.C. 3319.172, and applicable laws, the Board hereby (1) accepts the Superintendent’s suspension recommendation; (2) determines that the selection for the reduction in force occurred after giving preference first, within each pay classification affected, to exempt nonteaching employees under continuing contracts and then to exempt nonteaching employees on the basis of seniority; and (3) **suspends the following exempt R.C. 3319.081 nonteaching contract**, effective **February 6, 2019**, due to financial reasons affecting the Auburn Vocational School District: **Tim Bakale**.

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

**Nays:** None  
Mr. Walter declared the motion passed

**030-19 Approve Datastory Services Agreement**

A motion was made by Mrs. Javins and seconded by Mr. Sedivy to approve the Datastory Service Agreement to expanding our strategic planning efforts to incorporate the use of location intelligence as a key component of the planning process and business decision making. The focus will be on the development of programming, curriculum and access points to best meet the needs students and adult learners with the communities in their region. The total fee for the services is \$13,955. An additional payment of \$4,500 for Optional Data Presentation. (Attachment #15)

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

**Nays:** None  
Mr. Walter declared the motion passed

**031-19 Approve CollaborativePartners Consulting Services**

A motion was made by Mrs. Javins and seconded by Mr. Miller to approve the proposal and quote for retained consulting services with CollaborativePartners. (Attachment Item #16)

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

**Nays:** None  
Mr. Walter declared the motion passed

**032-19 Approve Amended Shared Technology Services Agreement between the Madison Local School District Board of Education and Auburn Vocational School District Board of Education**

A motion was made by Mrs. Wheeler and seconded by Mr. Sedivy to approve the amended shared services agreement between Madison Local School District Board of Education and Auburn Vocational School District Board of Education. (Attachment Item #17)

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

**Nays:** None  
Mr. Walter declared the motion passed

**033-19 Approve a Resolution to adopt the Amended Lease Agreement and Sublease Agreement**

A motion was made by Mrs. Javins and seconded by Dr. Culotta to approve a resolution to adopt the *Amended Lease Agreement and Sublease Agreement - Lessor Auburn Vocational School District Board of Education, Lessee/Sublessor Lake Geauga Computer Association, and Sublessee Geauga County Educational Service Center Governing Board*, a copy of which is attached hereto and incorporated herein. (Attachment Item #18)

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

**Nays:** None  
Mr. Walter declared the motion passed

**034-19 Consent Agenda: Contracts/Affiliation Agreements**

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

*a. Business Partnership Affiliation Agreements (Attachment Item #19A)*

GAR Paving                      Pep Manufacturing, Inc.                      Vanguard CNC Laser  
Cutting

*b. Partnership Agreement Lakeland Community College (Attachment Item #19B)*

Partnership Agreement between Auburn Career Center and Lakeland Community College for college credit plus.

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

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

**Nays:** None  
Mr. Walter declared the motion passed

**035-19 Adjourn**

A motion was made by Dr. Culotta and seconded by Mrs. Wheeler to adjourn the meeting at 7:41 p.m.

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

**Nays:** None  
Mr. Walter declared the motion passed



Treasurer



Board President

**Treasurers Note:** The meeting was audio taped and a copy of the tape may be obtained by contacting the Treasurer during the course of normal business hours.

**Auburn  
Career Center**



*Attachment Item #10*

*Render Financial Reports*



Auburn Career Center  
Cash Fund Balance Report  
December 31, 2018

A

| Fund | Description                     | FY Beginning Fund Balance | MTD Receipts  | FYTD Receipts   | MTD Expenditures | FYTD Expenditures | Current Fund Balance | Current Encumbrances | Unencumbered Fund Balance |
|------|---------------------------------|---------------------------|---------------|-----------------|------------------|-------------------|----------------------|----------------------|---------------------------|
| 001  | General Fund                    | \$ 5,965,942.12           | \$ 205,401.27 | \$ 4,843,261.61 | \$ 663,834.70    | \$ 4,616,688.51   | \$ 6,192,515.22      | \$ 1,025,232.06      | \$ 5,167,283.16           |
| 002  | Bond Retirement                 | \$ -                      | \$ -          | \$ -            | \$ -             | \$ 87,757.21      | \$ (87,757.21)       | \$ -                 | \$ (87,757.21)            |
| 003  | Permanent Improvement Fund      | \$ -                      | \$ -          | \$ -            | \$ -             | \$ -              | \$ -                 | \$ -                 | \$ -                      |
| 004  | Building                        | \$ 1,849,284.91           | \$ 11,875.00  | \$ 43,750.02    | \$ 20,223.97     | \$ 671,186.36     | \$ 1,221,848.57      | \$ 1,174,073.90      | \$ 47,774.67              |
| 006  | Food Service                    | \$ 6,617.41               | \$ 11,865.78  | \$ 86,869.09    | \$ 18,155.65     | \$ 91,633.87      | \$ 1,852.63          | \$ 27,426.77         | \$ (25,574.14)            |
| 009  | USSF                            | \$ 10,079.61              | \$ 225.00     | \$ 7,661.50     | \$ -             | \$ -              | \$ 17,741.11         | \$ -                 | \$ 17,741.11              |
| 011  | Rotary                          | \$ 1,398.06               | \$ 4,879.89   | \$ 12,550.08    | \$ 7,586.71      | \$ 15,863.86      | \$ (1,915.72)        | \$ 9,270.37          | \$ (11,186.09)            |
| 012  | Adult Education                 | \$ 51,950.69              | \$ 40,874.33  | \$ 797,334.08   | \$ 121,449.33    | \$ 763,611.32     | \$ 85,673.45         | \$ 97,021.89         | \$ (11,348.44)            |
| 014  | Rotary Internal Service Fund    | \$ 2,267.25               | \$ 234.14     | \$ 503.08       | \$ -             | \$ 769.77         | \$ 2,000.56          | \$ -                 | \$ 2,000.56               |
| 018  | Principal Fund                  | \$ 9,730.57               | \$ -          | \$ 56,147.54    | \$ 14,632.01     | \$ 22,588.93      | \$ 43,289.18         | \$ 20,148.00         | \$ 23,141.18              |
| 019  | Trust Fund-Camp Discovery       | \$ 235,831.11             | \$ 1,000.00   | \$ 3,345.70     | \$ 1,979.15      | \$ 85,319.02      | \$ 153,857.79        | \$ 10,633.45         | \$ 143,224.34             |
| 022  | District Agency                 | \$ 15,710.95              | \$ 2,000.00   | \$ 17,330.00    | \$ -             | \$ 16,330.00      | \$ 16,710.95         | \$ 1,000.00          | \$ 15,710.95              |
| 024  | Employee Self Insurance Fund    | \$ 18,031.15              | \$ -          | \$ 23,908.69    | \$ -             | \$ 13,744.30      | \$ 28,195.54         | \$ 23,571.44         | \$ 4,624.10               |
| 70   | Capital Projects                | \$ 398,399.44             | \$ -          | \$ 350,000.00   | \$ -             | \$ 330,451.12     | \$ 417,948.32        | \$ 285,000.00        | \$ 132,948.32             |
| 200  | Student Activity Fund           | \$ 76,920.43              | \$ 11,400.25  | \$ 21,017.58    | \$ 8,731.35      | \$ 28,117.15      | \$ 69,820.86         | \$ 25,953.02         | \$ 43,867.84              |
| 451  | Data Communication Fund         | \$ -                      | \$ -          | \$ 900.00       | \$ -             | \$ -              | \$ 900.00            | \$ -                 | \$ 900.00                 |
| 499  | Miscellaneous State Grants      | \$ -                      | \$ -          | \$ 2,500.00     | \$ -             | \$ -              | \$ 2,500.00          | \$ -                 | \$ 2,500.00               |
| 501  | ABLE Literacy Fund              | \$ 12,692.58              | \$ 26,841.50  | \$ 119,184.95   | \$ 22,042.28     | \$ 153,919.81     | \$ (22,042.28)       | \$ 5,213.08          | \$ (27,255.36)            |
| 524  | VEPD Secondary and Adult Fund   | \$ 33,930.99              | \$ 15,657.31  | \$ 194,866.28   | \$ 36,051.29     | \$ 264,848.56     | \$ (36,051.29)       | \$ 37,403.63         | \$ (73,454.92)            |
| 599  | Miscellaneous Fed Grants (REAP) | \$ -                      | \$ -          | \$ 20,425.00    | \$ -             | \$ 20,425.00      | \$ -                 | \$ -                 | \$ -                      |
|      | <b>Grand Totals</b>             | \$ 8,688,787.27           | \$ 332,254.47 | \$ 6,601,555.20 | \$ 915,963.74    | \$ 7,183,254.79   | \$ 8,107,087.68      | \$ 2,741,947.61      | \$ 5,365,140.07           |

This is an unaudited financial report.

**Auburn Career Center**  
Appropriation Account Summary  
12/31/2018

**B**

| Fund | Dec Description              | FYTD Appropriated       | Carryover Encumbrances | FYTD Expendable         | FYTD Expenditures      | MTD Expenditures     | Encumbered             | FYTD Remaining         | Percent Exp/Enc |
|------|------------------------------|-------------------------|------------------------|-------------------------|------------------------|----------------------|------------------------|------------------------|-----------------|
| 001  | General Fund                 | \$ 9,495,962.35         | \$ 115,351.03          | \$ 9,611,313.38         | \$ 4,616,688.51        | \$ 663,834.70        | \$ 1,025,232.06        | \$ 3,969,392.81        | 58.70%          |
| 002  | Bond Retirement              | \$ 623,432.29           | \$ -                   | \$ 623,432.29           | \$ 87,757.21           | \$ -                 | \$ -                   | \$ 535,675.08          | 14.08%          |
| 003  | Permanent Improvement        | \$ -                    | \$ -                   | \$ -                    | \$ -                   | \$ -                 | \$ -                   | \$ -                   | 0.00%           |
| 004  | Construction                 | \$ 397,051.37           | \$ 1,540,318.00        | \$ 1,937,369.37         | \$ 671,186.36          | \$ 20,223.97         | \$ 1,174,073.90        | \$ 92,109.11           | 0.00%           |
| 006  | Luncheon Fund                | \$ 179,319.59           | \$ 6,617.41            | \$ 179,937.00           | \$ 91,633.87           | \$ 18,155.65         | \$ 27,426.77           | \$ 60,876.36           | 66.17%          |
| 009  | Uniform School Supply Fund   | \$ 17,741.11            | \$ -                   | \$ 17,741.11            | \$ -                   | \$ -                 | \$ -                   | \$ 17,741.11           | 0.00%           |
| 011  | Customer Service Fund        | \$ 90,554.70            | \$ -                   | \$ 90,554.70            | \$ 15,863.86           | \$ 7,596.71          | \$ 9,270.37            | \$ 65,420.47           | 27.76%          |
| 012  | Adult Education Fund         | \$ 1,488,200.46         | \$ 22,708.23           | \$ 1,510,908.69         | \$ 763,611.32          | \$ 121,449.33        | \$ 97,021.89           | \$ 650,275.48          | 56.96%          |
| 014  | Rotary Internal Service Fund | \$ 2,942.33             | \$ 1,000.00            | \$ 3,942.33             | \$ 769.77              | \$ -                 | \$ -                   | \$ 3,172.56            | 19.53%          |
| 018  | Principal Fund               | \$ 50,750.00            | \$ 8,980.57            | \$ 59,730.57            | \$ 22,588.93           | \$ 14,632.01         | \$ 20,148.00           | \$ 16,993.64           | 71.55%          |
| 019  | Other Grants                 | \$ 219,766.81           | \$ 18,410.00           | \$ 238,176.81           | \$ 85,319.02           | \$ 1,979.15          | \$ 10,633.45           | \$ 142,224.34          | 0.00%           |
| 022  | Scholarships                 | \$ 31,040.95            | \$ 2,000.00            | \$ 33,040.95            | \$ 16,330.00           | \$ -                 | \$ 1,000.00            | \$ 15,710.95           | 52.45%          |
| 024  | Employee Benefits            | \$ 58,880.00            | \$ -                   | \$ 58,880.00            | \$ 13,744.30           | \$ 1,277.30          | \$ 23,571.44           | \$ 21,564.26           | 63.38%          |
| 70   | Capital Projects             | \$ 358,847.99           | \$ 389,552.05          | \$ 748,399.44           | \$ 330,451.12          | \$ -                 | \$ 285,000.00          | \$ 132,948.32          | 82.24%          |
| 200  | Student Activities           | \$ 97,392.75            | \$ 545.26              | \$ 97,938.01            | \$ 28,117.15           | \$ 8,791.35          | \$ 25,953.02           | \$ 43,867.84           | 55.21%          |
| 451  | School Net Connectivity      | \$ 1,800.00             | \$ -                   | \$ 1,800.00             | \$ -                   | \$ -                 | \$ -                   | \$ 1,800.00            | 0.00%           |
| 501  | ABLE Literacy Fund           | \$ 336,491.55           | \$ 12,692.58           | \$ 349,184.13           | \$ 153,919.81          | \$ 22,042.28         | \$ 5,213.08            | \$ 190,051.24          | 45.57%          |
| 524  | VEPD Secondary and Adult     | \$ 352,735.77           | \$ 33,930.99           | \$ 386,666.76           | \$ 264,848.56          | \$ 36,051.29         | \$ 37,403.63           | \$ 84,414.57           | 78.17%          |
| 599  | REAP                         | \$ 40,468.00            | \$ -                   | \$ 40,468.00            | \$ 20,425.00           | \$ -                 | \$ -                   | \$ 20,043.00           | 0.00%           |
|      | <b>Grand Total</b>           | \$ <b>13,637,377.42</b> | \$ <b>2,152,106.12</b> | \$ <b>15,989,483.54</b> | \$ <b>7,183,254.73</b> | \$ <b>915,963.74</b> | \$ <b>2,741,947.61</b> | \$ <b>6,084,281.14</b> | <b>62.07%</b>   |

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

**Auburn Career Center**  
**Monthly History Comparison-General Fund**  
**December 31, 2018**

**C**

|                                     | Monthly Comparison  |                     |                     | Avg Chg | Annual Comparison   |                       |                     | Remain 2019         | Budget 2019         | Budget Expended |
|-------------------------------------|---------------------|---------------------|---------------------|---------|---------------------|-----------------------|---------------------|---------------------|---------------------|-----------------|
|                                     | Dec FY17            | Dec FY18            | Dec FY19            |         | Actual 2017         | Actual 2018           | Actual 2019         |                     |                     |                 |
| <b>Revenue</b>                      |                     |                     |                     |         |                     |                       |                     |                     |                     |                 |
| Real Estate                         | \$ 2,116,647        | \$ 2,639,733        | \$ 2,566,948        |         | \$ 4,663,062        | \$ 4,916,774          | \$ 4,760,941        | \$ 2,121,208        | \$ 4,760,941        | 55%             |
| Commercial                          | \$ 418,446          | \$ -                | \$ -                |         | \$ 880,869          | \$ 919,294            | \$ 919,135          | \$ 919,135          | \$ 919,135          | 0%              |
| Tangible Personal (PU)              | \$ 194,533          | \$ 209,957          | \$ 188,399          |         | \$ 419,558          | \$ 414,345            | \$ 390,899          | \$ 180,942          | \$ 390,899          | 54%             |
| Foundation                          | \$ 1,056,343        | \$ 1,204,796        | \$ 1,199,216        |         | \$ 2,194,823        | \$ 2,394,304          | \$ 2,363,925        | \$ 1,159,129        | \$ 2,363,925        | 51%             |
| PU Reimb                            | \$ -                | \$ -                | \$ -                |         | \$ -                | \$ -                  | \$ -                | \$ -                | \$ -                | -               |
| Homestead & Rollback                | \$ 391,647          | \$ 406,559          | \$ 411,172          |         | \$ 787,438          | \$ 809,948            | \$ 810,827          | \$ 404,268          | \$ 810,827          | 50%             |
| Other                               | \$ 340,221          | \$ 349,631          | \$ 416,621          |         | \$ 379,956          | \$ 409,978            | \$ 448,386          | \$ 98,755           | \$ 448,386          | 78%             |
| <b>Subtotal</b>                     | <b>\$ 4,517,837</b> | <b>\$ 4,810,676</b> | <b>\$ 4,782,356</b> |         | <b>\$ 9,325,706</b> | <b>\$ 9,864,643</b>   | <b>\$ 9,694,113</b> | <b>\$ 4,883,437</b> | <b>\$ 9,694,113</b> | <b>50%</b>      |
| <b>Expense</b>                      |                     |                     |                     |         |                     |                       |                     |                     |                     |                 |
| Salaries                            | \$ 1,995,108        | \$ 1,915,549        | \$ 1,942,308        | -1.3%   | \$ 4,107,214        | \$ 3,821,328          | \$ 3,962,345        | \$ 2,046,796        | \$ 3,962,345        | 48%             |
| Benefits                            | \$ 828,877          | \$ 823,247          | \$ 857,682          | 1.8%    | \$ 1,662,612        | \$ 1,730,209          | \$ 1,836,299        | \$ 1,013,052        | \$ 1,836,299        | 45%             |
| Purchased Services                  | \$ 745,811          | \$ 725,828          | \$ 718,252          | -1.9%   | \$ 1,221,824        | \$ 1,441,037          | \$ 1,636,268        | \$ 910,440          | \$ 1,636,268        | 44%             |
| Supplies                            | \$ 271,036          | \$ 287,695          | \$ 315,252          | 7.9%    | \$ 416,225          | \$ 428,385            | \$ 441,237          | \$ 153,542          | \$ 441,237          | 65%             |
| Capital Outlay/Equipment            | \$ 22,064           | \$ 111,481          | \$ 181,999          | 234.3%  | \$ 295,409          | \$ 175,255            | \$ 320,359          | \$ 208,878          | \$ 320,359          | 35%             |
| Summer Projects                     | \$ 83,221           | \$ -                | \$ -                |         | \$ 83,221           | \$ -                  | \$ -                | \$ -                | \$ -                | 0%              |
| Other                               | \$ 51,058           | \$ 58,375           | \$ 53,478           |         | \$ 133,047          | \$ 132,419            | \$ 136,392          | \$ 78,017           | \$ 136,392          | 43%             |
| <b>Subtotal</b>                     | <b>\$ 3,997,175</b> | <b>\$ 3,922,175</b> | <b>\$ 4,068,971</b> |         | <b>\$ 7,919,552</b> | <b>\$ 7,728,633</b>   | <b>\$ 8,332,900</b> | <b>\$ 4,410,725</b> | <b>\$ 8,332,900</b> | <b>47%</b>      |
| Revenue/Expense (Operating Balance) | \$ 520,663          | \$ 888,501          | \$ 713,385          |         | \$ 1,406,155        | \$ 2,136,010          | \$ 1,361,213        |                     | \$ 1,361,213        |                 |
| <b>Other Uses</b>                   |                     |                     |                     |         |                     |                       |                     |                     |                     |                 |
| Advances Returned                   | \$ 58,884           | \$ 40,575           | \$ 60,903           |         | \$ 58,884           | \$ 57,516             |                     |                     |                     |                 |
| Advances Out                        | \$ -                | \$ -                | \$ 114,000          |         | \$ 40,575           | \$ 82,468             |                     |                     |                     |                 |
| Transfers                           | \$ 131,153          | \$ 399,118          | \$ 433,715          |         | \$ 1,006,878        | \$ 989,772            |                     |                     |                     |                 |
| <b>Subtotal</b>                     | <b>\$ (72,269)</b>  | <b>\$ (358,543)</b> | <b>\$ (486,812)</b> |         | <b>\$ (988,569)</b> | <b>\$ (1,014,724)</b> |                     |                     |                     |                 |
| Beginning Cash                      | \$ 5,273,028        | \$ 5,657,561        | \$ 6,650,948        |         | \$ 5,904,707        | \$ 7,069,633          |                     |                     |                     |                 |
| Ending Cash                         | \$ 4,875,460        | \$ 5,374,611        | \$ 6,192,515        |         | \$ 4,844,652        | \$ 5,965,939          |                     |                     |                     |                 |
| Encumbrances                        | \$ 869,694          | \$ 872,617          | \$ 1,025,232        |         | \$ 99,104           | \$ 115,351            |                     |                     |                     |                 |

This is an unaudited financial report.

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 12/01/2018 AND 12/31/2018  
ALL CHECKS SELECTED

| CHECK  | TYPE | DATE       | VENDOR                                  | VENDOR | STATUS/DATE           | BANK CODE | CHECK AMOUNT |
|--------|------|------------|---|--------|-----------------------|-----------|--------------|
| 048819 | W    | 12/10/2018 | STATE TEACHERS RETIREMNT                | 000480 | RECONCILED:12/28/2018 |           | 25,368.49    |
| 048820 | W    | 12/10/2018 | SCHOOL EMPLOYEES RETIRE-<br>MENT SYSTEM | 007727 | RECONCILED:12/13/2018 |           | 8,392.71     |
| 048821 | W    | 12/07/2018 | BFG SUPPLY CO., LLC                     | 001284 | RECONCILED:12/17/2018 |           | 29,004.00    |
| 048822 | W    | 12/07/2018 | AUBURN CAREER CENTER                    | 000499 | RECONCILED:12/07/2018 |           | 101.25       |
| 048823 | W    | 12/07/2018 | PRECISE INC                             | 041286 | RECONCILED:12/12/2018 |           | 250.00       |
| 048824 | W    | 12/07/2018 | DIVERSITY INITIATIVES                   | 041498 | RECONCILED:12/11/2018 |           | 2,500.00     |
| 048825 | W    | 12/07/2018 | VERITIV OPERATING COMPANY               | 013596 | RECONCILED:12/12/2018 |           | 1,216.00     |
| 048826 | W    | 12/07/2018 | VERITIV - VALLEY VIEW                   |        |                       |           |              |
| 048827 | W    | 12/07/2018 | AUBURN CAREER CENTER                    | 000499 | RECONCILED:12/07/2018 |           | 72.05        |
| 048828 | W    | 12/07/2018 | PAINESVILLE CITY LOCAL SCHOOLS          | 000295 | RECONCILED:12/18/2018 |           | 26.00        |
| 048829 | W    | 12/07/2018 | MENTOR LUMBER & SUPPLY CO               | 000834 | RECONCILED:12/13/2018 |           | 16,594.75    |
| 048830 | W    | 12/07/2018 | SALLY BEAUTY SUPPLY CO.                 | 000063 | RECONCILED:12/24/2018 |           | 135.21       |
| 048831 | W    | 12/07/2018 | SKILLS USA INC.                         | 000290 | RECONCILED:12/18/2018 |           | 11,901.00    |
| 048832 | W    | 12/07/2018 | ATTN: MEMBERSHIP DEPT.                  |        |                       |           |              |
| 048833 | W    | 12/07/2018 | O'REILLY AUTOMOTIVE, INC                | 040813 | RECONCILED:12/19/2018 |           | 1,936.36     |
| 048834 | W    | 12/07/2018 | LINCOLN ELECTRIC CO.                    | 000984 | RECONCILED:12/13/2018 |           | 450.00       |
| 048835 | W    | 12/07/2018 | SUNRISE SPRINGS WATER CO.               | 001256 | RECONCILED:12/11/2018 |           | 98.30        |
| 048836 | W    | 12/07/2018 | LAKE COUNTY SHERIFF'S OFFICE            | 011385 | RECONCILED:12/10/2018 |           | 10.00        |
| 048837 | W    | 12/07/2018 | AOCC                                    | 000937 |                       |           |              |
| 048838 | W    | 12/07/2018 | AT&T                                    | 000171 | RECONCILED:12/12/2018 |           | 780.00       |
| 048839 | W    | 12/07/2018 | ELECTRONIX EXPRESS                      | 007251 | RECONCILED:12/17/2018 |           | 172.12       |
| 048840 | W    | 12/07/2018 | VALUATION ENGINEERS, INC.               | 011296 | RECONCILED:12/17/2018 |           | 1,681.45     |
| 048841 | W    | 12/07/2018 | AMERICA EXPRESS                         | 040915 | RECONCILED:12/10/2018 |           | 1,369.00     |
| 048842 | W    | 12/07/2018 | WESTERN RESERVE OFFICE SUPPLY           | 001065 | RECONCILED:12/11/2018 |           | 2,657.75     |
| 048843 | W    | 12/07/2018 | LAMAR COMPANIES                         | 041634 | RECONCILED:12/14/2018 |           | 201.21       |
| 048844 | W    | 12/07/2018 | HOME DEPOT CREDIT SERVICES              | 010207 | RECONCILED:12/13/2018 |           | 2,500.00     |
| 048845 | W    | 12/07/2018 | DEPT 32-2502458767                      |        |                       |           | 3,677.39     |
| 048846 | W    | 12/07/2018 | AT&T                                    | 000171 | RECONCILED:12/11/2018 |           | 1,968.50     |
| 048847 | W    | 12/07/2018 | KT'S CUSTOM LOGOS                       | 007127 |                       |           | 686.00       |
| 048848 | W    | 12/07/2018 | ILLUMINATING COMPANY                    | 000925 | RECONCILED:12/11/2018 |           | 18,408.15    |
| 048849 | W    | 12/07/2018 | TIME WARNER CABLE - NORTHEAST           | 013042 | RECONCILED:12/14/2018 |           | 72.08        |
| 048850 | W    | 12/07/2018 | ILLUMINATING COMPANY                    | 000925 | RECONCILED:12/11/2018 |           | 1,064.16     |
| 048851 | W    | 12/07/2018 | DOMINION ENERGY OHIO                    | 004003 | RECONCILED:12/11/2018 |           | 1,914.13     |
| 048852 | W    | 12/07/2018 | MENTOR AREA CHAMBER<br>OF COMMERCE      | 010578 | RECONCILED:12/24/2018 |           | 25.00        |
| 048853 | W    | 12/07/2018 | CITY OF P'VILLE UTIL.                   | 000215 | RECONCILED:12/14/2018 |           | 880.52       |
| 048854 | W    | 12/07/2018 | FUTURE IMAGE PROMOTIONS                 | 041175 | RECONCILED:12/11/2018 |           | 608.15       |
| 048855 | W    | 12/07/2018 | SKILLS USA OHIO                         | 000675 | RECONCILED:12/17/2018 |           | 945.00       |
| 048856 | W    | 12/07/2018 | EAGLE ADVERTISING ICC                   | 041354 |                       |           | 300.00       |
| 048857 | W    | 12/07/2018 | MADISON LOCAL SCHOOLS                   | 010906 | RECONCILED:12/11/2018 |           | 7,916.67     |
| 048858 | W    | 12/07/2018 | ROLL OFF INC.                           | 011290 | RECONCILED:12/14/2018 |           | 410.00       |
| 048859 | W    | 12/07/2018 | LAVIGNE POURED WALLS                    | 041196 | RECONCILED:12/10/2018 |           | 27,766.95    |
| 048860 | W    | 12/07/2018 | PERFECTION ELECTRIC, INC.               | 040510 | RECONCILED:12/11/2018 |           | 125.00       |
| 048861 | W    | 12/07/2018 | SCAFFCO SCAFFOLDING INC                 | 008444 | RECONCILED:12/11/2018 |           | 832.00       |
| 048862 | W    | 12/07/2018 | 21ST CENTURY MEDIA - OHIO               | 000414 | RECONCILED:12/13/2018 |           | 49.34        |
| 048863 | W    | 12/07/2018 | KARLOVEC MEDIA GROUP                    | 001614 | RECONCILED:12/11/2018 |           | 410.00       |
| 048864 | W    | 12/07/2018 | SYSCO FOOD SERVICES OF<br>CLEVELAND     | 008412 | RECONCILED:12/11/2018 |           | 3,457.83     |
| 048865 | W    | 12/07/2018 | STATE CLEANING SOLUTIONS                | 012272 | RECONCILED:12/12/2018 |           | 304.47       |
| 048866 | W    | 12/07/2018 | ELSEVIER                                | 011447 | RECONCILED:12/10/2018 |           | 17,208.42    |
| 048867 | W    | 12/07/2018 | NCS PEARSON, INC                        | 012139 | RECONCILED:12/10/2018 |           | 808.78       |

| CHECK  | TYPE | DATE       | VENDOR  | VENDOR | STATUS/DATE           | BANK CODE | CHECK AMOUNT |
|--------|------|------------|---|--------|-----------------------|-----------|--------------|
| 048865 | W    | 12/07/2018 | ALRO STEEL CORPORATION                                    | 041193 | RECONCILED:12/10/2018 |           | 406.10       |
| 048866 | W    | 12/07/2018 | ADVANCED GAS & WELDING SOLUTIONS LLC                      | 013407 | RECONCILED:12/10/2018 |           | 2,426.04     |
| 048867 | W    | 12/07/2018 | TERESA DETWILLER A  | 041389 | RECONCILED:12/10/2018 |           | 119.90       |
| 048868 | W    | 12/07/2018 | DAN CRAIL   | 013805 | RECONCILED:12/10/2018 |           | 262.07       |
| 048869 | W    | 12/07/2018 | SARAH NOBLE   | 041412 | RECONCILED:12/10/2018 |           | 318.53       |
| 048870 | W    | 12/07/2018 | CHRISTOPHER MITCHELL                                      | 041578 | RECONCILED:12/10/2018 |           | 174.58       |
| 048871 | W    | 12/07/2018 | DEE STARK-KURTZ A   | 008279 | RECONCILED:12/10/2018 |           | 193.78       |
| 048872 | W    | 12/24/2018 | STATE TEACHERS RETIREMENT                                 | 000480 | RECONCILED:12/27/2018 |           | 24,526.99    |
| 048873 | W    | 12/24/2018 | SCHOOL EMPLOYEES RETIREMENT SYSTEM                        | 007727 | RECONCILED:12/24/2018 |           | 9,200.29     |
| 048874 | W    | 12/19/2018 | LASER SHOT SIMULATIONS                                    | 041576 | RECONCILED:12/27/2018 |           | 27,971.00    |
| 048875 | W    | 12/19/2018 | 21ST CENTURY MEDIA - OHIO                                 | 000414 |                       |           | 90.15        |
| 048876 | W    | 12/19/2018 | FUTURE IMAGE PROMOTIONS                                   | 041176 | RECONCILED:12/24/2018 |           | 639.70       |
| 048877 | W    | 12/19/2018 | LINCOLN ELECTRIC CUTTING SYSTE                            | 040971 | RECONCILED:12/28/2018 |           | 5,495.83     |
| 048878 | W    | 12/19/2018 | BOB'S GARAGE & TOWING IN                                  | 012402 | RECONCILED:12/31/2018 |           | 250.00       |
| 048879 | W    | 12/19/2018 | FISDAP  | 013929 | RECONCILED:12/31/2018 |           | 157.50       |
| 048880 | W    | 12/19/2018 | MARKS CRANE SERVICE                                       | 041186 |                       |           | 900.00       |
| 048881 | W    | 12/19/2018 | DE LAGE LANDEN FINANCIAL FINANCIAL SERVICES, INC          | 041637 | RECONCILED:12/28/2018 |           | 1,305.85     |
| 048882 | W    | 12/19/2018 | LEAF  | 001519 | RECONCILED:12/26/2018 |           | 996.00       |
| 048883 | W    | 12/19/2018 | LAMAR COMPANIES   | 041634 |                       |           | 850.00       |
| 048884 | W    | 12/19/2018 | WELLS FARGO FINANCIAL LEASING                             | 040583 | RECONCILED:12/26/2018 |           | 3,924.00     |
| 048885 | W    | 12/19/2018 | ROGER MILLER  | 012737 | RECONCILED:12/24/2018 |           | 180.94       |
| 048886 | W    | 12/19/2018 | FA SOLUTIONS LLC  | 041342 |                       |           | 1,788.00     |
| 048887 | W    | 12/19/2018 | U S POSTAL SERVICE CMRS-POC                               | 007745 | RECONCILED:12/26/2018 |           | 1,500.00     |
| 048888 | W    | 12/19/2018 | GAZETTE NEWSPAPERS  | 011455 | RECONCILED:12/21/2018 |           | 575.00       |
| 048889 | W    | 12/19/2018 | GEAUGA MECHANICAL COMPANY, INC                            | 011872 | RECONCILED:12/27/2018 |           | 13,337.00    |
| 048890 | W    | 12/19/2018 | COLD HARBOR BUILDING CO.                                  | 040097 | RECONCILED:12/21/2018 |           | 6,886.97     |
| 048891 | W    | 12/19/2018 | GEOFFREY KENT   | 040796 | RECONCILED:12/28/2018 |           | 230.94       |
| 048892 | W    | 12/19/2018 | LEPPO INC   | 013235 | RECONCILED:12/24/2018 |           | 200.00       |
| 048893 | W    | 12/19/2018 | LOWE'S COMPANIES, INC.                                    | 011038 | RECONCILED:12/26/2018 |           | 127.70       |
| 048894 | W    | 12/19/2018 | POCKET NURSE ENTERPRISES, INC.                            | 010331 | RECONCILED:12/21/2018 |           | 116.60       |
| 048895 | W    | 12/19/2018 | OHIO DEPT OF JOB & FAMILY SERVICES                        | 001877 | RECONCILED:12/31/2018 |           | 338.04       |
| 048896 | W    | 12/19/2018 | ZEPPE'S PIZZERIA  | 007406 | RECONCILED:12/28/2018 |           | 397.83       |
| 048897 | W    | 12/19/2018 | LINCOLN ELECTRIC CO.                                      | 000984 | RECONCILED:12/21/2018 |           | 1,273.28     |
| 048898 | W    | 12/19/2018 | SALLY BEAUTY SUPPLY CO.                                   | 000063 | RECONCILED:12/24/2018 |           | 1,261.53     |
| 048899 | W    | 12/19/2018 | ARMAC'S APPLIANCE SERVICE INC                             | 041664 | RECONCILED:12/21/2018 |           | 154.99       |
| 048900 | W    | 12/19/2018 | 4IMPRINT, INC.  | 010665 | RECONCILED:12/24/2018 |           | 467.60       |
| 048901 | W    | 12/19/2018 | PERRY LOCALSCHOOLS  | 000219 | RECONCILED:12/21/2018 |           | 235.26       |
| 048902 | W    | 12/19/2018 | LBL PRINTING  | 013500 | RECONCILED:12/26/2018 |           | 1,431.80     |
| 048903 | W    | 12/19/2018 | HARTMAN PUBLISHING, INC.                                  | 012899 |                       |           | 279.46       |
| 048904 | W    | 12/19/2018 | NCLA  | 041659 | RECONCILED:12/31/2018 |           | 40.00        |
| 048905 | W    | 12/19/2018 | ATTN: ACCOUNTS RECEIVABLE LAKE COUNTY DEVELOPMENT COUNCIL | 001101 | RECONCILED:12/26/2018 |           | 150.00       |
| 048906 | W    | 12/19/2018 | KARLOVEC MEDIA GROUP                                      | 001614 |                       |           | 820.00       |

Date: 01/02/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 12/01/2018 AND 12/31/2018  
ALL CHECKS SELECTED

| CHECK  | TYPE | DATE       | VENDOR                                 | VENDOR | STATUS/DATE           | BANK CODE | CHECK AMOUNT |
|--------|------|------------|--|--------|-----------------------|-----------|--------------|
| 048907 | W    | 12/19/2018 | CUMBERLAND STEEL                       | 013659 | RECONCILED:12/27/2018 |           | 593.70       |
| 048908 | W    | 12/19/2018 | WILLO TRANSPORTATION                   | 012426 | RECONCILED:12/26/2018 |           | 391.00       |
| 048909 | W    | 12/19/2018 | AUBURN CAREER CENTER                   | 000499 | RECONCILED:12/21/2018 |           | 884.25       |
| 048910 | W    | 12/19/2018 | LAKE COUNTY DEPARTMENT OF UTILITIES    | 001435 | RECONCILED:12/26/2018 |           | 1,258.29     |
| 048911 | W    | 12/19/2018 | LAKE HEALTH                            | 004099 | RECONCILED:12/24/2018 |           | 45.00        |
| 048912 | W    | 12/19/2018 | LAKE COUNTY EDUCATIONAL SERVICE CENTER | 000134 | RECONCILED:12/19/2018 |           | 2,831.67     |
| 048913 | W    | 12/19/2018 | PLATENBURG AND ASSOC., INC.            | 040994 | RECONCILED:12/28/2018 |           | 25,518.92    |
| 048914 | W    | 12/19/2018 | TREASURER OF STATE OF OH               | 012144 |                       |           | 205.00       |
| 048915 | W    | 12/19/2018 | ACCOUNTS RECEIVABLE OFFICE             |        |                       |           |              |
| 048916 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 | 1         | 1,393.69     |
| 048917 | W    | 12/19/2018 | AT&T                                   | 000171 | RECONCILED:12/24/2018 |           | 499.25       |
| 048918 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 |           | 1,892.11     |
| 048919 | W    | 12/19/2018 | SCREENVISION DIRECT                    | 040250 | RECONCILED:12/28/2018 |           | 624.00       |
| 048920 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 |           | 485.56       |
| 048921 | W    | 12/19/2018 | FIRST COMMUNICATIONS LLC               | 010610 | RECONCILED:12/24/2018 |           | 138.60       |
| 048922 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 |           | 565.39       |
| 048923 | W    | 12/19/2018 | IRON MOUNTAIN INC                      | 011058 | RECONCILED:12/24/2018 |           | 71.24        |
| 048924 | W    | 12/19/2018 | TIME WARNER CABLE - NORTHEAST          | 013042 | RECONCILED:12/26/2018 |           | 399.00       |
| 048925 | W    | 12/19/2018 | DP TECHNOLOGY CORP                     | 040404 | RECONCILED:12/28/2018 |           | 615.00       |
| 048926 | W    | 12/19/2018 | WELLS FARGO VENDOR FIN SERV            | 041459 | RECONCILED:12/24/2018 |           | 1,681.00     |
| 048927 | W    | 12/19/2018 | MENTOR LUMBER & SUPPLY CO              | 000834 | RECONCILED:12/27/2018 |           | 691.00       |
| 048928 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 |           | 1,850.35     |
| 048929 | W    | 12/19/2018 | SYSCO FOOD SERVICES OF CLEVELAND       | 008412 | RECONCILED:12/20/2018 |           | 3,656.27     |
| 048930 | W    | 12/19/2018 | HUNTINGTON NATIONAL BANK               | 010092 | RECONCILED:12/20/2018 |           | 5,693.60     |
| 048931 | W    | 12/19/2018 | ACTIVE PLUMBING SUPPLY CO.             | 000304 | RECONCILED:12/20/2018 |           | 718.60       |
| 048932 | W    | 12/19/2018 | GARDINER                               | 040409 | RECONCILED:12/24/2018 |           | 168.88       |
| 048933 | W    | 12/19/2018 | MARS ELECTRIC CO.                      | 001230 | RECONCILED:12/27/2018 |           | 223.93       |
| 048934 | W    | 12/19/2018 | SAM LANDSCAPING INC                    | 013502 | RECONCILED:12/28/2018 |           | 3,456.00     |
| 048935 | W    | 12/19/2018 | LANDSTYLES, INC                        | 041366 | RECONCILED:12/27/2018 |           | 3,175.00     |
| 048936 | W    | 12/19/2018 | WASTE MANAGEMENT OF OHIO               | 000734 | RECONCILED:12/24/2018 |           | 941.92       |
| 048937 | W    | 12/19/2018 | GENERAL PEST CONTROL CO.               | 011210 | RECONCILED:12/28/2018 |           | 106.50       |
| 048938 | B    | 12/21/2018 | MAJOR WASTE DISPOSAL SERVICES, INC     | 000570 | RECONCILED:12/31/2018 |           | 75.00        |
| 048939 | B    | 12/21/2018 | MAPLEVIEW COUNTRY VILLA                | 041668 | RECONCILED:12/28/2018 |           | 660.00       |
| 048940 | W    | 12/21/2018 | SUB ZERO MISSION                       | 041662 |                       |           | 100.00       |
| 048941 | W    | 12/21/2018 | ANDY'S AUTO PARTS LLC                  | 041410 | RECONCILED:12/24/2018 |           | 947.09       |
| 048942 | W    | 12/21/2018 | ANDREW FADE                            |        |                       |           |              |
| 048943 | W    | 12/21/2018 | CRILE ROAD HARDWARE                    | 000551 |                       |           | 368.01       |
| 048944 | W    | 12/21/2018 | FIRST QUALITY POWER PLACE              | 000755 | RECONCILED:12/31/2018 |           | 49.90        |
| 048945 | W    | 12/21/2018 | WASSERSTROM COMPANY                    | 041340 | RECONCILED:12/26/2018 |           | 988.76       |
| 048946 | W    | 12/21/2018 | FA SOLUTIONS LLC                       | 041342 |                       |           | 1,788.00     |
| 048947 | W    | 12/21/2018 | PREMIER PAINT                          | 001141 | RECONCILED:12/27/2018 |           | 499.14       |
| 048948 | W    | 12/21/2018 | TECHNOLOGIES, INC.                     |        |                       |           |              |
| 048949 | W    | 12/21/2018 | KEYSTONE                               | 011900 |                       |           | 480.00       |
| 048950 | W    | 12/21/2018 | LAKE COUNTY SHERIFF'S OFFICE           | 011385 | RECONCILED:12/27/2018 |           | 38.00        |
| 048951 | W    | 12/21/2018 | OHIO SCHOOLS COUNCIL                   | 000812 |                       |           | 4,052.93     |
| 048952 | W    | 12/21/2018 | NATURAL GAS                            |        |                       |           |              |
| 048953 | W    | 12/21/2018 | SHELL                                  |        |                       |           |              |
| 048954 | W    | 12/21/2018 | HERMAN LOSELY & SON INC.               | 041338 | RECONCILED:12/27/2018 | 1         | 260.90       |
| 048955 | W    | 12/21/2018 |  | 007944 | RECONCILED:12/28/2018 |           | 3,285.26     |

Date: 01/02/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
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| CHECK  | TYPE | DATE       | VENDOR                                  | VENDOR | STATUS/DATE           | BANK CODE | CHECK AMOUNT |
|--------|------|------------|---|--------|-----------------------|-----------|--------------|
| 048951 | W    | 12/21/2018 | WILLO TRANSPORTATION                    | 012426 | RECONCILED:12/28/2018 |           | 1,407.00     |
| 048952 | W    | 12/21/2018 | OPRET EDUCATION<br>ATTN: OPRET EDU      | 041660 |                       |           | 2,352.00     |
| 048953 | W    | 12/21/2018 | ELECTRONIX EXPRESS                      | 007251 | RECONCILED:12/31/2018 |           | 73.30        |
| 048954 | W    | 12/21/2018 | FISDAP                                  | 013929 |                       |           | 588.00       |
| 048955 | W    | 12/21/2018 | 21ST CENTURY MEDIA - OHIO               | 000414 | RECONCILED:12/28/2018 |           | 90.15        |
| 048956 | W    | 12/21/2018 | FUTURE IMAGE PROMOTIONS                 | 041176 | RECONCILED:12/31/2018 |           | 42.30        |
| 048957 | W    | 12/21/2018 | PATTIE GROUP                            | 007945 | RECONCILED:12/27/2018 | 1         | 1,400.00     |
| 048958 | W    | 12/21/2018 | GAZETTE NEWSPAPERS                      | 011455 | RECONCILED:12/26/2018 |           | 575.00       |
| 048959 | W    | 12/21/2018 | EDUCATION WEEK                          | 001025 |                       |           | 44.00        |
| 048960 | W    | 12/21/2018 | GRAINGER                                | 000466 | RECONCILED:12/26/2018 |           | 2,717.10     |
| 048961 | W    | 12/21/2018 | CONSOLIDATED ELECTRIC DIST INC          | 008080 | RECONCILED:12/27/2018 |           | 368.40       |
| 048962 | W    | 12/21/2018 | REFRIGERATION SALES CORP.               | 000056 | RECONCILED:12/27/2018 |           | 30.46        |
| 048963 | W    | 12/21/2018 | DAWNCHAM, INC.                          | 000600 | RECONCILED:12/26/2018 |           | 1,417.32     |
| 048964 | W    | 12/21/2018 | THE AMERICAN BOTTLING COMPANY           | 041426 | RECONCILED:12/27/2018 |           | 353.50       |
| 048965 | W    | 12/21/2018 | ICE CREAM SPECIALTIES & BAKERY          | 013154 | RECONCILED:12/26/2018 |           | 92.76        |
| 048966 | W    | 12/21/2018 | ALFRED NICKLES BAKERY INC               | 001071 | RECONCILED:12/27/2018 |           | 180.34       |
| 048967 | W    | 12/21/2018 | JOSHEN PAPER & PACKAGING                | 007024 | RECONCILED:12/26/2018 |           | 572.86       |
| 048968 | W    | 12/21/2018 | GORDON FOOD SERVICE                     | 008479 | RECONCILED:12/28/2018 |           | 4,650.88     |
| 048969 | W    | 12/21/2018 | R.E. MICHEL COMPANY INC                 | 012295 | RECONCILED:12/26/2018 |           | 614.18       |
| 048970 | W    | 12/21/2018 | JOHNSTONE SUPPLY                        | 013078 | RECONCILED:12/27/2018 |           | 629.86       |
| 048971 | W    | 12/21/2018 | SAM'S CLUB                              | 008469 | RECONCILED:12/24/2018 |           | 658.73       |
| 048972 | W    | 12/21/2018 | AUTOMOTIVE SUPPLY, INC.                 | 000631 | RECONCILED:12/28/2018 |           | 3,905.36     |
| 048973 | W    | 12/21/2018 | CHAGRIN VALLEY AUTO PARTS               | 000240 | RECONCILED:12/28/2018 |           | 2,929.78     |
| 048974 | W    | 12/21/2018 | BORDEN DAIRY COMPANY                    | 000154 | RECONCILED:12/24/2018 |           | 572.95       |
| 048975 | W    | 12/21/2018 | MSC INDUSTRIAL SUPPLY CO. INC.          | 007489 | RECONCILED:12/24/2018 |           | 141.20       |
| 048976 | W    | 12/21/2018 | ADVANCED GAS & WELDING<br>SOLUTIONS LLC | 013407 | RECONCILED:12/24/2018 |           | 2,339.12     |
| 048977 | W    | 12/21/2018 | CDW GOVERNMENT                          | 011547 | RECONCILED:12/24/2018 |           | 639.00       |
| 048978 | W    | 12/21/2018 | TERRY COLESCOTT                         | 040391 | RECONCILED:12/24/2018 |           | 196.82       |
| 048979 | W    | 12/21/2018 | STEPHANIE WIENCEK                       | 040207 | RECONCILED:12/24/2018 |           | 55.37        |
| 048980 | W    | 12/21/2018 | ALLISON ESACK                           | 041446 | RECONCILED:12/24/2018 |           | 131.89       |
| 048981 | W    | 12/21/2018 | CHRISTINE TREDENT                       | 040990 | RECONCILED:12/24/2018 |           | 16.35        |
| 048982 | W    | 12/21/2018 | DAVID COWEN                             | 041608 | RECONCILED:12/24/2018 |           | 85.18        |
| 048983 | W    | 12/21/2018 | STACEY ALLEN                            | 012867 | RECONCILED:12/24/2018 |           | 25.79        |
| 048984 | W    | 12/21/2018 | SCOTT SITZ                              | 041607 | RECONCILED:12/24/2018 |           | 25.79        |
| 048985 | W    | 12/21/2018 | ANGELA NELSON                           | 040991 | RECONCILED:12/24/2018 |           | 30.79        |
| 048986 | W    | 12/21/2018 | RODNEY KOZAR                            | 011962 | RECONCILED:12/24/2018 |           | 51.91        |
| 048987 | W    | 12/21/2018 | TERESA DETWILLER                        | 041389 | RECONCILED:12/24/2018 |           | 179.85       |
| 048988 | W    | 12/21/2018 | JUSTIN BRUNO                            | 041448 | RECONCILED:12/24/2018 |           | 50.00        |
| 048989 | W    | 12/21/2018 | SHELBY KAMINSKI                         | 041393 | RECONCILED:12/24/2018 |           | 244.21       |
| 048990 | W    | 12/21/2018 | CAYLEY VOLPIN                           | 041417 | RECONCILED:12/24/2018 |           | 91.56        |
| 048991 | W    | 12/21/2018 | JEFF SLAVKOVSKY                         | 013632 | RECONCILED:12/24/2018 |           | 398.81       |
| 048992 | W    | 12/21/2018 | STACEY YARNELL                          | 040349 | RECONCILED:12/24/2018 |           | 118.65       |
| 048993 | W    | 12/21/2018 | JUSTINE MALVICINO                       | 040700 | RECONCILED:12/24/2018 |           | 22.67        |
| 048994 | W    | 12/21/2018 | ROBIN FINLEY                            | 041407 | RECONCILED:12/24/2018 |           | 56.90        |
| 048995 | W    | 12/21/2018 | KELLEY GOLINAR                          | 013409 | RECONCILED:12/24/2018 |           | 133.95       |

Date: 01/02/2019  
Time: 10:32 am

AUBURN VOCATIONAL SCHOOL DISTR  
SORT BY CHECK NUMBER  
CHECK DATES BETWEEN 12/01/2018 AND 12/31/2018  
ALL CHECKS SELECTED

| CHECK  | TYPE | DATE       | VENDOR                      | VENDOR | STATUS/DATE           | BANK CODE | CHECK AMOUNT |
|--------|------|------------|-----------------------------|--------|-----------------------|-----------|--------------|
| 048996 | W    | 12/21/2018 | CARRIE MCVICKER             | 010043 | RECONCILED:12/24/2018 |           | 100.06       |
| 990867 | C    | 12/07/2018 | Payroll                     | 999999 | RECONCILED:12/27/2018 |           | 239,879.60   |
| 990868 | M    | 12/07/2018 | SERS                        | 900926 |                       |           | 1,086.33     |
|        |      |            | MEMO ONLY                   |        |                       |           |              |
| 990869 | M    | 12/10/2018 | BANK ONE/MEMO/MEDICARE      | 900663 |                       |           | 3,550.02     |
| 990870 | M    | 12/10/2018 | Workers Comp                | 900950 |                       |           | 1,079.54     |
| 990871 | M    | 12/10/2018 | FLEX SAVE                   | 999992 |                       |           | 149.35       |
|        |      |            | MZ: 04 2W 8317              |        |                       |           |              |
| 990872 | M    | 12/10/2018 | LAKE COUNTY SCHOOLS COUNCIL | 999998 |                       |           | 93,686.68    |
| 990873 | C    | 12/24/2018 | Payroll                     | 999999 | RECONCILED:12/27/2018 |           | 219,018.39   |
| 990874 | M    | 12/24/2018 | BANK ONE/MEMO/MEDICARE      | 900663 |                       |           | 3,274.30     |
| 990875 | M    | 12/24/2018 | BANK ONE/MEMO/FICA          | 900693 |                       |           | 46.50        |
| 990876 | M    | 12/24/2018 | Workers Comp                | 900950 |                       |           | 985.66       |
| 990877 | M    | 12/20/2018 | SERS                        | 900926 |                       |           | 1,399.58     |
|        |      |            | MEMO ONLY                   |        |                       |           |              |
| 990878 | T    | 12/31/2018 | AUBURN CAREER CENTER        | 000499 | RECONCILED:12/31/2018 |           | 978.76       |
| 990879 | M    | 12/31/2018 | MEDICAL MUTUAL OF OHIO      | 999994 |                       |           | 298.54       |
|        |      |            | MEMO ONLY                   |        |                       |           |              |

| V VOIDED CHECKS               | 0   | CHECK TOTALS     | 0.00       |
|-------------------------------|-----|------------------|------------|
| R RECONCILED CHECKS           | 163 | CHECK TOTALS     | 858,432.45 |
| W WARRANT CHECKS              | 176 | CHECK TOTALS     | 414,267.25 |
| M MEMO CHECKS                 | 10  | CHECK TOTALS     | 105,556.50 |
| B REFUND CHECKS               | 2   | CHECK TOTALS     | 760.00     |
| I INVESTMENT CHECKS           | 0   | CHECK TOTALS     | 0.00       |
| T TRANSFER CHECKS             | 1   | CHECK TOTALS     | 978.76     |
| D DISTRIBUTION CHECKS         | 0   | CHECK TOTALS     | 0.00       |
| C PAYROLL CHECKS              | 2   | CHECK TOTALS     | 458,897.99 |
| MISSING CHECKS                | 0   | CHECK TOTALS     | 0.00       |
| ** TOTAL CHECKS (LESS VOIDED) | 191 | ** TOTAL NET     | 980,460.50 |
| *** TOTAL CHECKS WRITTEN      | 191 | *** GRAND TOTALS | 980,460.50 |



**Auburn Career Center**  
**Bank Reconciliation**  
December 31, 2018

**E**

|   |                        |
|---|------------------------|
| Dollar Bank - Main Depository                         | \$ 5,646,526.51        |
| O/S checks - a/p                                      | \$ (21,926.58)         |
| O/S checks - p/r                                      | \$ (2,290.61)          |
| Payroll Accum (O/S)-Checks NI                         | \$ -                   |
| Dollar Bank ZBA Adjustment                            | \$ (15.00)             |
| <br>  |                        |
| Petty Cash  | \$ 400.00              |
| Change Funds  | \$ 137.00              |
| Net Operating Check + Cash                            | 5,622,831.32           |
| <br>  |                        |
| Health Care Deductible Pool - Dollar                  | \$ 23,590.38           |
| Flexible Spending Account - Dollar                    | \$ 4,628.30            |
| Star Ohio   | \$ 104,302.53          |
| Fifth - Third Construction Investment - Interest Only | \$ 1,864.67            |
| <b>Net Available Cash</b>                             | <b>\$ 5,757,217.20</b> |
| <br>  |                        |
| <b>Investments:</b>                                   |                        |
| UBS Financial   | \$ 2,351,604.42        |
| <b>Total Investments</b>                              | <b>\$ 2,351,604.42</b> |
| <br>  |                        |
| <b>Balance per bank</b>                               | <b>\$ 8,108,821.62</b> |
| <b>Balance per books</b>                              | <b>\$ 8,107,087.68</b> |
| <b>+/- FSA Monthly Deduction Adjustment</b>           | <b>\$ 1,733.94</b>     |
|   | \$ 0.00                |

**Investments Report**

**F**

| Institution   | Amount          |
|---------------|-----------------|
| UBS Financial | \$ 2,351,604.42 |
|               | \$2,351,604.42  |

**G**

**Auburn Career Center  
Adult Workforce Education - Program Budget History Report**  
Prepared - December 31, 2018

| Programs   | FY19         |              | FY18        |              | FY17         |              | FY16         |              | FY15         |            | FY14         |              |
|--|--------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|--------------|--------------|
|  | Rev          | Exp          | Rev         | Exp          | Rev          | Exp          | Rev          | Exp          | Rev          | Exp        | Rev          | Exp          |
| Receivable 2019  |              |              |             |              |              |              |              |              |              |            |              |              |
| Patient-Centered Care (Nursing)                        | \$ 380,000   | \$ 124,991   | \$ 185,332  | \$ 399,148   | \$ 388,306   | \$ 296,180   | \$ 300,810   | \$ 321,553   | \$ 644,468   | \$ 423,606 | \$ 564,213   | \$ 480,761   |
| EMT Basic  | \$ 28,403    | \$ 17,284    | \$ 29,398   | \$ 67,821    | \$ 44,501    | \$ 63,453    | \$ 32,321    | \$ 35,475    | \$ 29,427    | \$ 40,429  | \$ 32,139    | \$ 27,781    |
| EMT Paramedic  | \$ 122,345   | \$ 76,449    | \$ 63,943   | \$ 105,580   | \$ 133,228   | \$ 114,346   | \$ 161,656   | \$ 126,059   | \$ 107,532   | \$ 78,437  | \$ 72,722    | \$ 51,916    |
| Cost   | \$ -         | \$ -         | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -       | \$ -         | \$ -         |
| Adult Education (Hrly Programs)                        | \$ 3,713     | \$ 8,310     | \$ 2,494    | \$ (2,403)   | \$ 5,156     | \$ 8,689     | \$ 1,019     | \$ 2,006     | \$ 20,200    | \$ 16,235  | \$ 37,290    | \$ 36,896    |
| Customized   | \$ -         | \$ -         | \$ 419      | \$ 4,598     | \$ 601       | \$ 3,735     | \$ -         | \$ -         | \$ 7,283     | \$ 12,080  | \$ 18,780    | \$ 24,490    |
| Customized Machining                                   | \$ -         | \$ -         | \$ 1,248    | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 2,230     | \$ 30,329  | \$ 27,138    | \$ 126,463   |
| HVAC Refrigeration                                     | \$ 83,800    | \$ 64,109    | \$ 39,463   | \$ 43,643    | \$ 190,340   | \$ 67,147    | \$ 173,201   | \$ 61,585    | \$ 134,209   | \$ 33,762  | \$ 154,146   | \$ 34,581    |
| Auto Body  | \$ -         | \$ -         | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 16,693    | \$ -       | \$ -         | \$ -         |
| Ground Transportation Maintenance (Auto Tech)          | \$ 20,000    | \$ 22,892    | \$ 19,472   | \$ 37,721    | \$ 80,790    | \$ 49,795    | \$ 69,027    | \$ 35,629    | \$ 50,242    | \$ 40,292  | \$ 75,916    | \$ 36,684    |
| DC and AC Electronic Circuits (Electrical)             | \$ 14,200    | \$ 23,169    | \$ 2,795    | \$ 18,599    | \$ 14,218    | \$ 964       | \$ 3,459     | \$ 39,074    | \$ 18,692    | \$ 21,906  | \$ 27,423    | \$ 14,864    |
| Manufacturing Operations (Indust Maint)                | \$ 22,000    | \$ 9,532     | \$ 22,074   | \$ 44,820    | \$ 43,835    | \$ 34,345    | \$ 75,085    | \$ 24,918    | \$ 43,781    | \$ 5,538   | \$ 29,837    | \$ 620       |
| Structural Systems (Facilities Management & Bldg Tech) | \$ 36,258    | \$ 1,254     | \$ 2,640    | \$ 42,769    | \$ 35,626    | \$ 33,240    | \$ 32,194    | \$ 15,795    | \$ 32,427    | \$ 26,736  | \$ 41,100    | \$ 26,632    |
| Manufacturing Capstone (Machine Trades)                | \$ 63,000    | \$ 29,806    | \$ 8,146    | \$ 37,219    | \$ 124,560   | \$ 30,438    | \$ 82,323    | \$ 19,644    | \$ 102,384   | \$ 21,240  | \$ 94,815    | \$ 7,188     |
| Gas Metal Arc Welding                                  | \$ 82,500    | \$ 61,445    | \$ 31,897   | \$ 82,468    | \$ 98,230    | \$ 106,090   | \$ 154,057   | \$ 77,886    | \$ 99,047    | \$ 76,369  | \$ 139,692   | \$ 69,736    |
| Firefighter I  | \$ 94,000    | \$ 57,481    | \$ 85,333   | \$ 111,399   | \$ 97,123    | \$ 98,973    | \$ 64,391    | \$ 41,293    | \$ 77,077    | \$ 57,407  | \$ 58,422    | \$ 40,843    |
| Truck Driving Training                                 | \$ -         | \$ -         | \$ -        | \$ -         | \$ 323       | \$ 500       | \$ -         | \$ -         | \$ -         | \$ -       | \$ -         | \$ -         |
| STNA   | \$ 23,000    | \$ -         | \$ -        | \$ -         | \$ -         | \$ -         | \$ 20,577    | \$ 13,473    | \$ -         | \$ -       | \$ -         | \$ -         |
| <b>Total</b>   | \$ 973,219   | \$ 496,721   | \$ 494,654  | \$ 1,067,179 | \$ 941,062   | \$ 907,895   | \$ 1,208,188 | \$ 835,159   | \$ 1,385,692 | \$ 884,366 | \$ 1,373,632 | \$ 959,454   |
| Program Profit/Loss                                    |              |              | 2,068       | 126,117      | 369,051      | 373,029      | 501,326      | 414,179      |              |            |              |              |
| Assessment   | \$ 9,000     | \$ 5,899     | \$ 1,188    | \$ 10,057    | \$ 7,336     | \$ 7,821     | \$ 7,098     | \$ 8,471     | \$ 54,333    | \$ 145,379 | \$ 96,968    | \$ 230,434   |
| Lifeline Learning/GED                                  | \$ 13,000    | \$ 11,672    | \$ 7,410    | \$ 26,785    | \$ 11,071    | \$ 141,872   | \$ 9,047     | \$ 113,495   | \$ 10,757    | \$ 100,832 | \$ 8,180     | \$ 99,846    |
| Adult Resale Uniform Supplies                          | \$ -         | \$ -         | \$ -        | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ 16        | \$ 15,010  | \$ -         | \$ -         |
| One Stop   | \$ 74,000    | \$ 38,696    | \$ 30,918   | \$ 61,591    | \$ 54,538    | \$ 36,794    | \$ 42,665    | \$ 31,636    | \$ 34,340    | \$ 33,070  | \$ 32,736    | \$ 37,537    |
| <b>Total</b>   | \$ 96,000    | \$ 56,267    | \$ 39,516   | \$ 98,433    | \$ 72,945    | \$ 186,487   | \$ 58,810    | \$ 153,601   | \$ 99,446    | \$ 294,291 | \$ 137,883   | \$ 967,817   |
| ABLE Profit/Loss                                       |              |              | 16,750      | (546)        | (113,542)    | (94,791)     | (394,845)    | (219,934)    |              |            |              |              |
| <b>Front Office</b>                                    |              |              |             |              |              |              |              |              |              |            |              |              |
| Revenue  | \$ 240,000   | \$ 244,346   | \$ 244,346  | \$ 257,155   | \$ 268,002   | \$ 268,002   | \$ 275,408   | \$ 300,207   | \$ 300,207   | \$ 291,240 | \$ 291,240   | \$ 288,117   |
| Salaries/Benefits                                      | \$ -         | \$ 192,375   | \$ -        | \$ 357,034   | \$ -         | \$ 410,246   | \$ -         | \$ 434,447   | \$ -         | \$ 316,424 | \$ -         | \$ 50,897    |
| Services   | \$ -         | \$ 22,543    | \$ -        | \$ 52,552    | \$ -         | \$ 132,389   | \$ -         | \$ 169,930   | \$ -         | \$ 98,913  | \$ -         | \$ 4,191     |
| Supplies   | \$ -         | \$ 9,522     | \$ -        | \$ 8,350     | \$ -         | \$ 12,780    | \$ -         | \$ 4,530     | \$ -         | \$ 4,247   | \$ -         | \$ -         |
| Equipment  | \$ -         | \$ 823       | \$ -        | \$ 350       | \$ -         | \$ -         | \$ -         | \$ -         | \$ -         | \$ -       | \$ -         | \$ -         |
| Miscellaneous  | \$ 50        | \$ 4,178     | \$ -        | \$ 6,728     | \$ -         | \$ 10,525    | \$ -         | \$ 10,471    | \$ -         | \$ 10,050  | \$ -         | \$ 6,448     |
| <b>Total</b>   | \$ 240,050   | \$ 244,346   | \$ 229,441  | \$ 425,014   | \$ 268,002   | \$ 565,939   | \$ 275,408   | \$ 619,378   | \$ 300,207   | \$ 429,634 | \$ 291,240   | \$ 349,653   |
| Front Office Over/Under                                |              |              | 14,905      | (167,859)    | (297,937)    | (343,970)    | (139,427)    | (58,413)     |              |            |              |              |
| All Adult Workforce                                    | \$ 1,309,269 | \$ 33,723    | \$ (42,288) | \$ (42,288)  | \$ (42,428)  | \$ (65,732)  | \$ 177,054   | \$ 125,831   |              |            |              |              |
| AWE Long Term Loan Balance Owed to Gen Fund            | \$ -         | \$ 1,269,000 | \$ -        | \$ 1,155,000 | \$ 1,155,000 | \$ 1,155,000 | \$ 1,155,000 | \$ 1,155,000 | \$ 100,000   | \$ 177,054 | \$ 125,000   | \$ 1,255,000 |

**Auburn  
Career Center**



*Attachment Item #13*

*Human Resources*

# Auburn Career Center



## Human Resources

February 5, 2019

### *Substitutes - Classified*

**2018-2019**

| <b>Name</b>    | <b>Department</b>         |
|----------------|---------------------------|
| Rajinder Chima | Substitute Kitchen Helper |

### *Van Driver*

**2018-2019**

|                    |
|--------------------|
| Jacqueline Brennan |
|--------------------|

**Auburn  
Career Center**



*Attachment Item #15*

*Approve Datastory Services  
Agreement*



Client  
Brian Bontempo, Ed.D  
Superintendent  
8221 Auburn Road  
Concord Twp., OH 44077  
440.358.8011  
bbontempo@auburncc.org  
<http://www.auburncc.org>

## SERVICES AGREEMENT

REF: ACC-2019-01

DATE: 1-15-19

### Summary

The Auburn Career Center is expanding their Strategic Planning efforts to incorporate the use of Location Intelligence as a key component of the planning process and business decision making. The focus will be on the development of programming, curriculum and access points to best meet the needs students and adult learners with the communities in their region.

The Auburn Career Center has requested that Datastory provide a proposal to provide an integrated platform for the visualization, contextualization, analysis and socialization of Location Intelligence related to this initiative.

### Statement of Work

Datastory Consulting, LLC ("Datastory") and The Auburn Career Center ("Client") agree that Datastory will provide the following Services.

#### 1. Subscription Services

- A. MapDash™ – 2 users, annual subscription
  - i. Includes population, income, age, educational attainment, lifestyles, colleges, K-12 schools, traffic counts, and reference layers (roads, places, zip codes)
  - ii. Includes enabling technology from Esri, including ArcGIS Online licensing, and 1,000 credits for storage and generating reports. Additional credits can be purchased for \$100 per 1,000 credits.

#### 2. Professional Services

- A. Data Services
  - i. Geocode the location of Client location(s), with key enrollment statistics available via popup
  - ii. Gather and load School District boundaries
  - iii. Geocode enrollment data (via spreadsheet provided by Client) to show the location of households
    - Up to 3 years of data included under this SOW
    - Differentiated by year
    - Differentiated by High School Students vs. Adult Learners
  - iv. Develop layer(s) that show the location of Businesses within the jurisdiction.
    - Differentiated by major program category alignment (Agriculture and Environmental Systems, Business Administration, Construction Technologies, Education and Training, Hospitality and Tourism, Health Science, Information Technology, Law and Public Safety, Manufacturing, Transportation Systems)
  - v. Layers will be published to MapDash™



- B. Location Intelligence Services
  - i. Generate drivetime market areas around Client location(s)
  - ii. Perform Market Profile for each school district to summarize key demographic statistics and market penetration (based on enrollment vs total student-aged population)
  - iii. Perform Lifestyle Profile Analysis to characterize predominant lifestyles
    - High School Students, year-over-year, for up to 3 years
    - Adult Learners, year-over-year, for up to 3 years
  - iv. Results of these analyses will be published to MapDash™
- C. Presentation Services
  - i. Results of Location Intelligence services will be published to a simple Datastory™ Report for internal use and Board review.
  - ii. Optionally, a Datastory™ Presentation will be created to support data-grounded messaging to external stakeholders.
- D. Consulting Services
  - i. MapDash will be configured to explore specific data and outputs for this project.
    - Filter students by District
    - Filter students by Year
    - Filter businesses by category
    - Additional configurations as suitable for data outputs

## Assumptions

1. Client will provide a spreadsheet of data with addresses or latitude/longitude, formatted as specified by Datastory. Changes to data after analysis will result in additional fees.
2. Work will be coordinated with Collaborative Partners Inc. consulting services.
3. Client acknowledges and agrees that (a) the Services require a license to use the Esri software and/or services set forth in an SOW, (b) it has carefully read and fully understands all terms of Esri's license agreement(s) for such software and/or services (<https://www.esri.com/en-us/legal/>), and (c) it accepts all terms of Esri's license agreement(s) for such software and/or services.



## Timeline

Datastory and Client agree that the estimated completion date of Services will be within **4 weeks** of this Agreement taking effect. The actual timeline may vary based on start date and is dependent upon Client response time and feedback.

## Fees and Payment Terms

The total fee for the services set forth in the SOW is **\$13,995** (excludes optional Datastory Presentation)

- Payment of \$8,745 is due at signature for Datastory services specified above. The balance of \$5,250 is due upon completion of work.
- Additional Payment of \$4,500 for Optional Data Presentation is due upon delivery of Presentation.
- Additional Services (Appendix A) are available for an additional fee, as requested by Task Order.
- Premium data, travel, or lodging out-of-pocket expenses will be invoiced separately to Client. Any other out-of-pocket expenses require prior written approval from Client. All out-of-pocket expenses will be passed through without any additional markup and submitted within one month from when they occurred.

## Acceptance

*This offer is valid for thirty (30) days and is subject to your acceptance. The information in this Agreement is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be provided to third parties or used for any other purpose without consent, in writing, from Datastory.*

By signing below, you are authorizing Datastory to fulfill the requirements as outlined in this Agreement, entered into between Datastory, located at 111 S. Calvert Street, Suite 2840, Baltimore, MD 21202 and Client. Datastory and Client are each a "Party" and together the "Parties." and that you understand and accept the Terms and Conditions at <https://www.datastoryconsulting.com/legal>.

**Datastory**

**Client**

By:  on 1-15-19

By: \_\_\_\_\_ on \_\_\_\_\_

**Name:** Matt Felton

**Name:** \_\_\_\_\_

**Title:** President

**Title:** \_\_\_\_\_





## Appendix A - Additional Services Available

In addition to the Professional Services scoped and priced under this Agreement, the following services can be added for an additional fee under an additional Statement of Work.

### DATA SERVICES

1. Loading additional data provided by Client
2. Premium (3rd party) data integration
3. Development of custom data layers from [Esri data library](#).
  - a. Variables Include: Updated Demographics, Census and ACS, Tapestry Segmentation, Consumer Spending, Market Potential, Retail Marketplace, Business Data, Major Shopping Centers, Crime Indexes, Traffic Counts
  - b. Geographic "Bins" can Include: State, County, ZIPs, Census Tracts, Census Block Groups, Custom "Hex Bins")
4. Discovery and loading of publicly available data sources
  - a. Connect to data already in Esri format
  - b. Download and transform public data into map layers

### LOCATION INTELLIGENCE SERVICES

1. Market Profile
2. Site Profile
3. TradeWeb Analysis
4. Lifestyle Profile Analysis
5. Household Distribution Analysis
6. Cannibalization Measurement
7. Opportunity Analysis – Fishing Ponds (MSA, County, ZIP, Census Tract, Census Block Group) that meet a given criteria
8. Opportunity Analysis - Market Texture (predictive Trade Area scoring)

### PRESENTATION SERVICES

1. Datastories
  - a. Styles: Cascading Narrative, Map Journal, Tabbed Themes, Map Tour
2. Embeddable web maps (interactive)
3. Printable Maps

### CONSULTING

1. MapDash Configuration / Customization
2. GIS Roadmap Development
3. ArcGIS App configuration and loading
4. Charrette (in-room planning) Support
5. Vertically-Specific Consulting in collaboration with Datastory Subject Matter Experts

**Auburn  
Career Center**



*Attachment Item #16*

*Approve*

*Collaborative Partners*

*Consulting Services*



# CollaborativePartners

Business Education Healthcare Communities

January 24, 2019

Brian Bontempo, Ed.D.  
Superintendent  
Auburn Career Center  
8140 Auburn Road  
Concord Township, Ohio 44077

Re: Proposal and Quote for Retained Consulting Services

Dr. Bontempo,

I hope this finds you well. Per your request, I am providing this proposal and quote for consulting services based on our conversations over the past few weeks. I am extremely pleased to do so.

Below you will find a brief overview of the general scope of work to be provided as well as the associated costs.

## **Background**

The Auburn Career Center is embracing a Strategic Planning process that will be empirically grounded in data and analytics. This will focus primarily on student enrollment patterns, demographic data and trends, local community needs and workforce availability for area businesses.

The overarching purpose is to have a dynamic plan with prioritized strategic initiatives and tactics. Doing so will elevate opportunities for high school students in the eleven Districts served by the Career Center and generate paths to employment. There will also be a similar focus for adult learners in the region.

Deliberate consideration will be given for the highest and best use of campus resources, satellite opportunities and collaborative education and training.

The process is intended to include the acquisition and use of substantial advanced location intelligence resources as an enduring platform for planning purposes

## Scope of Work

- Consulting Services
  - Assist in the development of Strategic Vision, Planning and Direction
  - Phase I (approximately 2 months)
    - Support in the development of the Strategic Plan and Tactics
    - Support in the articulation of prioritized initiatives for the following:
      - District Specific Needs
      - Program Offering Alignments
      - Satellite Opportunities
      - Business Community Alignments and Collaboration
  - Phase II (ongoing, as needed and directed)
    - Project-based focus
      - Prioritized for time-sensitive initiatives secondary to academic calendar(s)
      - Mid and Long-Range projects for High School and Adult Learner Initiatives
  - Ongoing
    - Participation and facilitation in ad hoc work groups, Committee and Board Meetings as needed
    - Support and assistance in ad hoc development issues and projects

## Fees

- Retainer
  - Retainer fees are based on an hourly rate of \$225.00 and are most appropriate when a longer-term service relationship is desired. This is reserved for engagements where services are likely to be ongoing and need to adjust to changes in focus and circumstances. This most cost-effective rate is possible when workload can be forecast. As discussed, services will be provided as needed within the general boundaries of the agreed upon monthly rate.
    - Retainer for approximately 4 hours per week for a monthly retainer of \$3,600.00 per month.
    - This would forecast a commitment for a 4-month retainer. The retainer can be adjusted after the first 4 months as needed with a mutually agreed upon addendum.

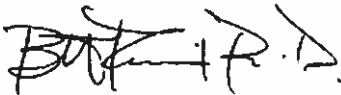
## Terms

The initial monthly retainer is due on signing and returning a copy of this proposal. All subsequent retainer invoices are issued at the beginning of each month during which services will be provided.

I hope this represents our conversations and your expectations. As always, please feel free to let me know if you have any questions or require elaboration.

I welcome this opportunity and look forward to the potential of working together to help advance and realize your vision for the Auburn Career Center.

Respectfully,



Ben Fierman, Ph.D.  
President  
Collaborative Partners, Inc.

Accepted:

---

Brian Bontempo, Ed.D. (Date)  
Superintendent  
Auburn Career Center

**Auburn  
Career Center**



## *Attachment Item #17*

*Approve Amended Shared Technology  
Services Agreement between Madison Local  
School District Board of Education & Auburn  
Vocational School District Board of Education*

**AMENDED SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN THE  
MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND AUBURN  
VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

This *Amended Shared Services Agreement* ("Agreement") is entered into between the Madison Local School District Board of Education ("Madison"), 1956 Red Bird Road, Madison, Ohio 44057, and the Auburn Vocational School District Board of Education ("Auburn"), 8221 Auburn Road, Concord, Ohio 44077 (collectively, "Parties").

**WHEREAS**, Madison is a board of education that provides high quality education to students within its designated territory; and

**WHEREAS**, Auburn is a vocational board of education that provides high-quality career-technical education to students within its designated territory; and

**WHEREAS**, the Parties believe that their respective entities could achieve efficiencies and otherwise benefit from sharing certain technology services between them; and

**WHEREAS**, the Parties desire to formalize the shared delivery of technology services pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. AMENDMENT TO THE SHARED SERVICES AGREEMENT**

This Agreement shall constitute an amendment to the *Shared Technology Services Agreement Between the Madison Local School District and the Auburn Vocational School District Board of Education* ("Shared Service Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit A, pursuant to Paragraph 15 of the Shared Services Agreement.

**2. TECHNOLOGY SERVICES AND PERSONNEL**

a. **Technology Services:** Madison shall provide Auburn with sufficient personnel to perform the following technology services ("Technology Services"):

- (1) Maintain an effective wired and wireless network
- (2) Troubleshoot and repair classroom and administrative technology
- (3) Manage deployment of new technology
- (4) Recommend programs that improve efficiency and use of hardware
- (5) Establish successful partnerships with high quality vendors with effective cost savings

- (6) Communicate current status of the network and department to the Superintendent and Treasurer
- (7) Assist in establishing goals for an effective and efficient long term hardware life cycle management
- (8) Provide key technology communications with respective A-site
- (9) Assist with grant proposals as they apply to technology
- (10) Provide operational support through additional staff support as necessary
- (11) Google account/admin console management
- (12) Active Directory account and group policy management
- (13) Website content management system account management
- (14) Phone system account management
- (15) Phone system project management
- (16) Management of network operations center
- (17) Network operations center project management
- (18) Specify technical requirement for Erate projects
- (19) Work with District's Erate consultant to gather information necessary for Erate form 470 and 471 filing.
- (20) Manage Erate project deployments
- (21) Professional development in G Suite Applications from Google

b. **Employees:** All technology personnel provided by Madison pursuant to this Agreement shall remain Madison employees.

- (1) Madison shall pay the employees' salary, retirement, health care benefits, Medicare, mileage, professional meeting expenses, membership dues, Worker's Compensation, and other expenses and/or benefits that may be available to the employees.
- (2) Madison shall evaluate the employees pursuant to applicable statutes and regulations and any applicable policies, guidelines, and collective bargaining agreements.

c. **Facilities and Equipment:** During the term of this Agreement, Madison personnel may enter Board facilities and access Auburn equipment in order to perform the Technology Services. However, Madison personnel shall enter Auburn facilities and use Auburn equipment solely for those purposes which are consistent with the Technology Services under this Agreement. Auburn disclaims any warranty, guaranty, or representation with respect to the nature and condition of the facilities and equipment.

d. **Materials and Supplies:** Auburn shall provide the software, equipment, systems, materials, and supplies necessary for Madison to perform the Technology Services. Madison shall advise Auburn regarding any additional software, equipment, systems, materials, and supplies that may be necessary for Madison to perform the Technology Services. All software, equipment, and systems



purchased by Auburn or utilized by Madison under this Agreement shall remain the property of Auburn.

- e. **Access and Use:** Auburn shall provide Madison personnel with the necessary access, passwords, and codes to provide the Technology Services.
- f. **Cooperation:** To the extent Auburn employs technology personnel, such personnel shall cooperate with Madison in order to assist in implementing the Technology Services. However, under no circumstances shall Madison personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise Auburn personnel.

### 3. PAYMENT

During the term of this Agreement, Auburn shall pay Madison \$10,833.34 by the first day of every month for a total of \$130,000.08 per year. Payments tendered by Auburn under this Agreement shall be made payable to the "Madison Local School District" and delivered to the Madison Local School District, Office of the Treasurer, 1956 Red Bird Road, Madison, Ohio 44057.

### 4. TERM

This Agreement shall begin on February 1, 2019, and shall remain in effect, unless one of the Parties terminates the agreement according to Section 4 of the Agreement.

### 5. TERMINATION

- a. **Termination Without Reason:** Either Auburn or Madison may terminate this Agreement, for any reason, by providing written notice of termination 30 days prior to the date of intended termination. Any outstanding balance due on the date of termination shall be made on a pro rata basis.
- b. **Termination For Non-Payment:** Failure to make payment on or before the first of every month shall constitute a breach of this Agreement and, unless waived, will result in the termination of the Agreement unless the breach is cured within five (5) business days of the date of the breach.

### 6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

Madison shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

## 7. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act and Ohio law (“Confidential Information”). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

## 8. RELATIONSHIP BETWEEN THE PARTIES

- a. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- b. **Not a Joint Venture:** The Parties, under the authority of R.C. 9.482, intend for this Agreement to establish only a cost-sharing arrangement with regard to the provision of technology services. Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.
- c. **Employees:** Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.
- d. **Liability:** Each Party is liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.

## 9. NO THIRD PARTY BENEFICIARY

This Agreement is only for the benefit of the Parties as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third

party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

**10. ASSIGNMENT**

The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.

**11. NON-SOLICITATION**

During the term of this Agreement, Auburn shall not, without the prior written consent of Madison, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed in the Technology Department of the Madison Local School District.

**12. NOTICES**

- a. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Madison: Madison Local School District  
c/o Treasurer  
1956 Red Bird Road  
Madison, Ohio 44057

Auburn: Auburn Vocational School District  
c/o Treasurer  
8221 Auburn Road  
Concord, Ohio 44077

- b. **Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

**13. INSURANCE/RESPONSIBILITY**

- a. **Limitation of Liability:** Each Party shall only be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with

the performance of the services for which they may be held liable under applicable law.

- b. **Insurance and Attorney Fees:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against a Party as a result of the provision of Technology Services under this Agreement, each Party shall each be responsible for its own attorney fees and costs associated with such litigation.
- c. **Immunity:** Nothing contained in this Agreement is intended to nullify, override, or otherwise limit either Party's immunities under Chapter 2744 of the Ohio Revised Code or any other limitations on liability provided under applicable law.

#### **14. DISPUTES**

Should a dispute arise regarding the terms or services rendered under this Agreement, the Parties agree that they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion.

#### **15. WAIVER**

The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

#### **16. FORCE MAJEURE**

No Party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties.

#### **17. AMENDMENT**

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by representatives for each of the Participating Districts.

#### **18. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Lake County, Ohio.

**19. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive Agreement between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

**20. ALL PRIOR CONTRACTS SUPERSEDED**

This Agreement specifically supersedes any and all contractual terms and conditions – either written or verbal – as well as any and all past and current practices between the Parties including, but not limited to, the Shared Services Agreement.

**21. EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands.

**MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

By \_\_\_\_\_ Date \_\_\_\_\_  
President (In his/her official capacity only)

And by \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent (In his/her official capacity only)

And by \_\_\_\_\_ Date \_\_\_\_\_  
Treasurer (In his/her official capacity only)

\* This Agreement has no legal effect absent Board action

**AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:**

By \_\_\_\_\_ Date \_\_\_\_\_  
President (In his/her official capacity only)

And by \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent (In his/her official capacity only)

And by \_\_\_\_\_ Date \_\_\_\_\_  
Treasurer (In his/her official capacity only)

\* This Agreement has no legal effect absent Board action

**R.C. 5705.41 and R.C. 5705.412 Certificate**

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

|                    |                         |                          |
|--------------------|-------------------------|--------------------------|
| _____<br>Treasurer | _____<br>Superintendent | _____<br>Board President |
| _____<br>Date      | _____<br>Date           | _____<br>Date            |

AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:

|                    |                         |                          |
|--------------------|-------------------------|--------------------------|
| _____<br>Treasurer | _____<br>Superintendent | _____<br>Board President |
| _____<br>Date      | _____<br>Date           | _____<br>Date            |

**SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN THE  
MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND  
AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION**

This Shared Services Agreement ("Agreement") is entered into between the Madison Local School District Board of Education ("Madison"), 1956 Red Bird Road, Madison, Ohio 44057, and the Auburn Vocational School District Board of Education ("Auburn"), 8221 Auburn Road, Concord, Ohio 44077 (collectively, "Parties").

**WHEREAS**, Madison is a board of education that provides high quality education to students within its designated territory; and

**WHEREAS**, Auburn is a vocational board of education that provides high-quality career-technical education to students within its designated territory; and

**WHEREAS**, the Parties believe that their respective entities could achieve efficiencies and otherwise benefit from sharing certain technology services between them; and

**WHEREAS**, the Parties desire to formalize the shared delivery of technology services pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. TECHNOLOGY SERVICES AND PERSONNEL**

a. **Technology Services:** Madison shall provide Auburn with sufficient personnel to perform the following technology services ("Technology Services"):

- (1) Maintain an effective wired and wireless network
- (2) Troubleshoot and repair classroom and administrative technology
- (3) Manage deployment of new technology
- (4) Recommend programs that improve efficiency and use of hardware
- (5) Establish successful partnerships with high quality vendors with effective cost savings
- (6) Communicate current status of the network and department to the Superintendent and Treasurer
- (7) Assist in establishing goals for an effective and efficient long term hardware life cycle management
- (8) Provide key technology communications with respective A-site
- (9) Assist with grant proposals as they apply to technology

- (10) Provide operational support through additional staff support as necessary
- (11) Google account/admin console management
- (12) Active Directory account and group policy management
- (13) Website content management system account management
- (14) Phone system account management
- (15) Phone system project management
- (16) Management of network operations center
- (17) Network operations center project management
- (18) Specify technical requirement for Erate projects
- (19) Work with District's Erate consultant to gather information necessary for Erate form 470 and 471 filing.
- (20) Manage Erate project deployments
- (21) Professional development in G Suite Applications from Google

b. **Employees:** All technology personnel provided by Madison pursuant to this Agreement shall remain Madison employees.

- (1) Madison shall pay the employees' salary, retirement, health care benefits, Medicare, mileage, professional meeting expenses, membership dues, Worker's Compensation, and other expenses and/or benefits that may be available to the employees.
- (2) Madison shall evaluate the employees pursuant to applicable statutes and regulations and any applicable policies, guidelines, and collective bargaining agreements.

c. **Facilities and Equipment:** During the term of this Agreement, Madison personnel may enter Board facilities and access Auburn equipment in order to perform the Technology Services. However, Madison personnel shall enter Auburn facilities and use Auburn equipment solely for those purposes which are consistent with the Technology Services under this Agreement. Auburn disclaims any warranty, guaranty, or representation with respect to the nature and condition of the facilities and equipment.

d. **Materials and Supplies:** Auburn shall provide the software, equipment, systems, materials, and supplies necessary for Madison to perform the Technology Services. Madison shall advise Auburn regarding any additional software, equipment, systems, materials, and supplies that may be necessary for Madison to perform the Technology Services. All software, equipment, and systems purchased by Auburn or utilized by Madison under this Agreement shall remain the property of Auburn.



- e. **Access and Use:** Auburn shall provide Madison personnel with the necessary access, passwords, and codes to provide the Technology Services.
- f. **Cooperation:** To the extent Auburn employs technology personnel, such personnel shall cooperate with Madison in order to assist in implementing the Technology Services. However, under no circumstances shall Madison personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise Auburn personnel.

## **2. PAYMENT**

During the term of this Agreement, Auburn shall pay Madison \$7,916.67 by the first day of every month for a total of \$95,000.04 per year. Payments tendered by Auburn under this Agreement shall be made payable to the "Madison Local School District" and delivered to the Madison Local School District, Office of the Treasurer, 1956 Red Bird Road, Madison, Ohio 44057.

## **3. TERM**

This Agreement shall begin on April 3, 2018, and shall remain in effect, unless one of the Parties terminates the agreement according to Section 4 of the Agreement.

## **4. TERMINATION**

- a. **Termination Without Reason:** Either Auburn or Madison may terminate this Agreement, for any reason, by providing written notice of termination 30 days prior to the date of intended termination. Any outstanding balance due on the date of termination shall be made on a pro rata basis.
- b. **Termination For Non-Payment:** Failure to make payment on or before the first of every month shall constitute a breach of this Agreement and, unless waived, will result in the termination of the Agreement unless the breach is cured within five (5) business days of the date of the breach.

## **5. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

Madison shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

## **6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

- a. **The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act and Ohio law ("Confidential Information"). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.**
- b. **Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.**

## **7. RELATIONSHIP BETWEEN THE PARTIES**

- a. **Separate Entities: At all times, the relationship of the Parties shall be as separate entities.**
- b. **Not a Joint Venture: The Parties, under the authority of R.C. 9.482, intend for this Agreement to establish only a cost-sharing arrangement with regard to the provision of technology services. Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.**
- c. **Employees: Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.**
- d. **Liability: Each Party is liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.**

## **8. NO THIRD PARTY BENEFICIARY**

**This Agreement is only for the benefit of the Parties as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or position of any kind for any reason whatsoever.**

**9. ASSIGNMENT**

**The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.**

**10. NON-SOLICITATION**

**During the term of this Agreement, Auburn shall not, without the prior written consent of Madison, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed in the Technology Department of the Madison Local School District.**

**11. NOTICES**

- a. Notices: All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.**

**Madison: Madison Local School District  
c/o Treasurer  
1956 Red Bird Road  
Madison, Ohio 44057**

**Auburn: Auburn Vocational School District  
c/o Treasurer  
8221 Auburn Road  
Concord, Ohio 44077**

- b. Delivery: All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.**

**12. DISPUTES**

Should a dispute arise regarding the terms or services rendered under this Agreement, the Parties agree that they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion.

**13. WAIVER**

The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

**14. FORCE MAJEURE**

No Party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties.

**15. AMENDMENT**

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by representatives for each of the Participating Districts.

**16. GOVERNING LAW**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Lake County, Ohio.

**17. ENTIRE AGREEMENT**

This Agreement constitutes the complete and exclusive Agreement between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

**18. INSURANCE/RESPONSIBILITY**

- a. **Limitation of Liability:** Each Party shall only be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law.
- b. **Insurance and Attorney Fees:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against a Party as a result of the provision of Technology Services under this Agreement, each Party shall each be responsible for its own attorney fees and costs associated with such litigation.
- c. **Immunity:** Nothing contained in this Agreement is intended to nullify, override, or otherwise limit either Party's immunities under Chapter 2744 of the Ohio Revised Code or any other limitations on liability provided under applicable law.

19. **EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

**MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

|   |                        |
|---|------------------------|
| By <u>[Signature]</u><br>President (In his/her official capacity only)          | <u>4-16-18</u><br>Date |
| And by <u>[Signature]</u><br>Superintendent (In his/her official capacity only) | <u>4/16/18</u><br>Date |
| And by <u>[Signature]</u><br>Treasurer (In his/her official capacity only)      | <u>4-16-18</u><br>Date |

\* This Agreement has no legal effect absent Board action

**AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:**

|  |                       |
|--|-----------------------|
| By <u>[Signature]</u><br>President (In his/her official capacity only) | <u>4-9-18</u><br>Date |
|--|-----------------------|

And by [Signature]  
Superintendent (In his/her official capacity only)

4-9-18  
Date

And by [Signature]  
Treasurer (In his/her official capacity only)

4/9/18  
Date

\* This Agreement has no legal effect absent Board action

**R.C. 5705.41 and R.C. 5705.412 Certificate**

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

**MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:**

[Signature]  
Treasurer  
4-16-18  
Date

[Signature]  
Superintendent  
4/16/18  
Date

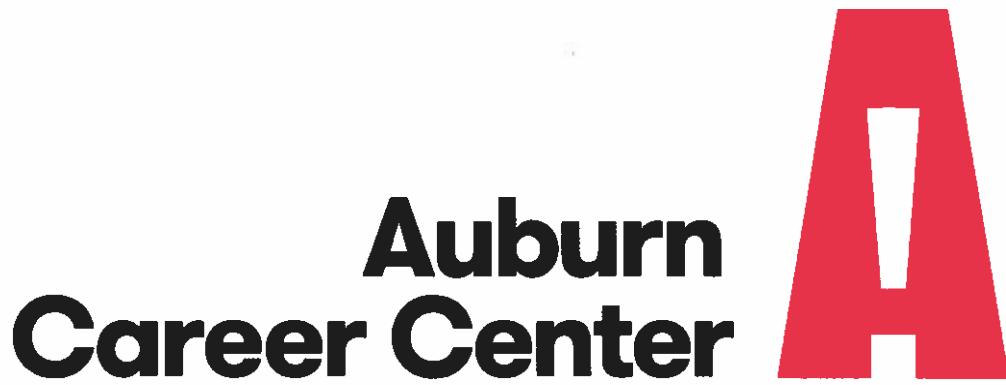
[Signature]  
Board President  
4-16-18  
Date

**AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION:**

[Signature]  
Treasurer  
4/9/18  
Date

[Signature]  
Superintendent  
4/9/18  
Date

[Signature]  
Board President  
4-9-18  
Date



*Attachment Item #18*

*Approve Resolution to  
adopt the Amended Lease  
Agreement and Sublease  
Agreement*





## AMENDED LEASE AGREEMENT AND SUBLEASE AGREEMENT

This Amended Lease Agreement and Sublease Agreement (“Agreement”) is hereby made and entered into by and between Lessor Auburn Vocational School District Board of Education (“Auburn”), Lessee/Sublessor Lake Geauga Computer Association (“LGCA”), and Sublessee Geauga County Educational Service Center Governing Board (“Geauga ESC”) (collectively, the “Parties”) and specifically supersedes the lease agreement entered into on May 1, 2015, by and between Auburn and LGCA, a copy of which is attached hereto and incorporated herein at **Exhibit A** of this Agreement. In consideration of the mutual promises set forth herein, and intending to be legally bound, the Parties agree as follows:

### A. LEASE AND SUBLEASE OF PREMISE:

1. Auburn hereby represents that it is the owner of a certain building known as the Auburn Career Technology Learning Center (“Building”), the mailing address for which is 8221 Auburn Road, Concord Township, Ohio 44077. Auburn hereby leases to LGCA certain rooms in the Auburn Career Technology Learning Center (the “Premises”), which is described in **Exhibit B** of this Agreement.
2. LGCA hereby represents that it is the lessee of the Premises. Upon approval of Auburn, LGCA hereby subleases to Geauga ESC certain rooms on the Premises (the “Subpremises”), which is described in **Exhibit C** of this Agreement.

### B. TERM:

1. The term of this Agreement between Auburn and LGCA shall be for a period of twenty (20) years commencing on May 1, 2015, until April 30, 2035. LGCA hereby covenants and agrees to pay Auburn, as rent for the Premises during the term, the total sum of Fifty Five Thousand Dollars and Zero Cents (\$55,000.00) annually. The total rental payments shall be made in twelve (12) equal installment payments on the first day of each month. Any rents not paid by LGCA within thirty (30) days of the due date shall bear interest from the due date to the date of payment at the rate of one and a half percent (1.5%) per month.
2. The term of this Agreement between LGCA and Geauga ESC shall be for a period of five (5) years commencing on March 25, 2019, until March 24, 2024. Geauga ESC hereby covenants and agrees to pay LGCA, as rent for the Subpremises during the term, the total sum of Eleven Thousand Nine Hundred Two Dollars and Thirty Eight Cents (\$11,902.38) annually. The total rental payments shall be made in twelve (12) equal installment payments on the first day of each month. Any rents not paid by Geauga ESC within thirty (30) days of the due date shall bear interest from the due date to the date of payment at the rate of one and a half percent (1.5%) per month.

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

C. **USE OF LEASED AREA:**

1. LGCA shall have the exclusive right to use the Premises for the housing, operating, and maintenance of LGCA's computer network equipment, administrative offices, and one (1) classroom to provide user training and support services. LGCA shall at all times comply with applicable local, state, and federal law, rules, and/or regulations in its operation and use of the Premises.
2. Geauga ESC shall have the exclusive right to use the Subpremises for the housing, operating, and maintenance of administrative offices. Geauga ESC shall at all times comply with applicable local, state, and federal law, rules, and/or regulations in its operation and use of the Subpremises.

D. **COMMON AREAS:** During the term of this Agreement, Auburn grants to both LGCA and Geauga ESC a non-exclusive license to use, in common with all others to whom Auburn has granted or may hereafter grant a license to use, certain common areas in the Building including, but not limited to, the sidewalks, exits, entrances, classrooms, presentation areas, restroom, parking areas, driveways, and landscaped areas (collectively the "Common Areas") **at no additional cost** subject to availability as determined by Auburn and compliance with reasonable rules and regulations respecting the Common Areas as Auburn may from time to time promulgate. Auburn shall have preference over the Common Area should LGCA, Geauga ESC, Lake County Educational Service Center Governing Board, or other lessees or entities request use of the Common Area at approximately the same time as Auburn.

E. **QUIET POSSESSION:**

1. Auburn shall, on the commencement date of the term this Agreement, place LGCA in quiet possession of the Premises and shall secure LGCA in the quiet possession thereof against all persons lawfully claiming the same during the term of this Agreement.
2. LGCA shall, on the commencement date of the term this Agreement, place Geauga ESC in quiet possession of the Subpremises and shall secure Geauga ESC in the quiet possession thereof against all persons lawfully claiming the same during the term of this Agreement.

F. **INSPECTION:**

1. LGCA shall permit Auburn and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for any purpose including, but not limited to, the maintenance or making repairs or alterations to the Premises.

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

2. Geauga ESC shall permit LGCA and its agents to enter into and upon the Subpremises at all reasonable times for the purpose of inspecting the same or for any purpose including, but not limited to, the maintenance or making repairs or alterations to the Subpremises.

**G. WASTE AND NUISANCE:**

1. LGCA shall not commit, or suffer to be committed, any waste on the Premises or Common Area. Nor shall LGCA maintain, commit, or permit the maintenance or commission of any nuisance on the Premises or Common Area or use the Premises or Common Area for any unlawful purpose.
2. Geauga ESC shall not commit, or suffer to be committed, any waste on the Subpremises or Common Area. Nor shall Geauga ESC maintain, commit, or permit the maintenance or commission of any nuisance on the Subpremises or Common Area or use the Subpremises or Common Area for any unlawful purpose.

**H. MAINTENANCE AND CUSTODIAL:**

1. Auburn shall be responsible for providing maintenance service to the Premises so as to keep it in good and clean condition. Auburn shall make all repairs of the Premises occasioned by LGCA's use of the Premises, except as Auburn and LGCA may have expressly agreed otherwise in this Agreement for LGCA to undertake specifically described types of repairs or maintenance. Auburn shall keep, repair, and maintain the Common Areas in good and treatable condition during the term of this Agreement. LGCA shall notify Auburn immediately if any repair to be made by Auburn is necessary.
2. LGCA shall be responsible for providing maintenance service to the Subpremises so as to keep it in good and clean condition. LGCA shall make all repairs of the Subpremises occasioned by Geauga ESC's use of the Subpremises, except as LGCA and Geauga ESC may have expressly agreed otherwise in this Agreement for Geauga ESC to undertake specifically described types of repairs or maintenance. LGCA shall keep, repair, and maintain the Common Areas in good and treatable condition during the term of this Agreement. Geauga ESC shall notify LGCA immediately if any repair to be made by LGCA is necessary.

**I. MAINTENANCE AND CUSTODIAL COSTS:**

1. Auburn shall determine the actual cost (per square foot) for maintenance and custodial services for the Building based on those costs during the tenth (10<sup>th</sup>) year of this Agreement (hereinafter "Base Year Cost"). Commencing on May 1,

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

2025, and continuing for the remainder of the term of this Agreement, LGCA shall, in addition to the rental provided at Paragraph B(1) of this Agreement, pay its share of any increase in the maintenance and custodial costs above the Base Year Costs (hereinafter "Increased Costs"). On or before the last day of July in each year of this Agreement, Auburn shall provide LGCA with a statement of the Increased Costs for that year. LGCA shall pay its Increased Costs within thirty (30) days upon receipt of Auburn's statement.

2. In addition to the rental provided at Paragraph B(2) of this Agreement, Geauga ESC shall pay its share of any Increased Costs. On or before the last day of July in each year of this Agreement, LGCA shall provide Geauga ESC with a statement of the Increased Costs for that year. Geauga ESC shall pay its Increased Costs within thirty (30) days upon receipt of LGCA's statement.

J. **FIXTURES:**

1. LGCA shall have the right at any time and from time to time during the term of this Agreement at its sole cost and expense, to affix and install such property and equipment to, in or on the Premises as it shall deem advisable and only with the prior written approval of Auburn. Any such fixtures, equipment, and other property installed in or affixed to or on the Premises shall remain the property of LGCA, and Auburn agrees that LGCA shall have the right at any time, and from time to time, to remove any and all such fixtures, equipment, and other property provided, however, that any such fixtures, equipment, or property not removed from the Premises within sixty (60) days after expiration or sooner termination of the term of renewal hereof shall be deemed to have been abandoned by LGCA and shall thereupon become the absolute property of Auburn. Upon the removal of any fixtures, equipment, and other property installed by LGCA, LGCA shall restore the Premises to their original condition, less ordinary wear and tear.
2. Geauga ESC shall have the right at any time and from time to time during the term of this Agreement at its sole cost and expense, to affix and install such property and equipment to, in or on the Subpremises as it shall deem advisable and only with the prior written approval of LGCA. Any such fixtures, equipment, and other property installed in or affixed to or on the Subpremises shall remain the property of Geauga ESC, and LGCA agrees that Geauga ESC shall have the right at any time, and from time to time, to remove any and all such fixtures, equipment, and other property provided, however, that any such fixtures, equipment, or property not removed from the Subpremises within sixty (60) days after expiration or sooner termination of the term of renewal hereof shall be deemed to have been abandoned by Geauga ESC and shall thereupon become the absolute property of LGCA. Upon the removal of any fixtures, equipment, and

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

other property installed by Geauga ESC, Geauga ESC shall restore the Subpremises to their original condition, less ordinary wear and tear.

**K. UTILITIES:**

1. Auburn shall, during the term of this Agreement, pay all charges for gas, electricity, sewage, and water used in or on the Premises immediately upon becoming due and shall hold LGCA harmless from any liability therefor.
2. LGCA shall, during the term of this Agreement, pay all charges for gas, electricity, sewage, and water used in or on the Subpremises immediately upon becoming due and shall hold Geauga ESC harmless from any liability therefor.

**L. INDEMNIFICATION:**

1. To the fullest extent permitted by law, LGCA agrees to release, hold harmless, and indemnify Auburn, its individual members, employees and agents in both their official and individual capacities, from and against all liability, claims, costs, and expenses (including, but not limited to, attorney fees and costs), demands, actions, or causes of action for any injury, damage, or loss to persons (including, but not limited to, death) or any injury, damage, or loss of property whatsoever, arising out of, resulting from caused by, occurring during or in any way related to any action or failure to act, negligence, or other misconduct in the occupation or other use of the Premises or Common Area in accordance with the terms and conditions of the Agreement. Nothing in this Agreement shall be interpreted to require Auburn to hire security personnel, to take similar measures to safeguard the physical conditions of the Premises, Common Area, and/or personal property, or to police the Premises or Common Area for the purpose of preventing physical injuries, accidents, unruly behavior, or other similar accidents from occurring on the Premises or Common Area.
2. To the fullest extent permitted by law, Geauga ESC agrees to release, hold harmless, and indemnify both LGCA and Auburn, its individual members, employees and agents in both their official and individual capacities, from and against all liability, claims, costs, and expenses (including, but not limited to, attorney fees and costs), demands, actions, or causes of action for any injury, damage, or loss to persons (including, but not limited to, death) or any injury, damage, or loss of property whatsoever, arising out of, resulting from caused by, occurring during or in any way related to any action or failure to act, negligence, or other misconduct in the occupation or other use of the Premises or Common Area in accordance with the terms and conditions of the Agreement. Nothing in this Agreement shall be interpreted to require either LGCA or Auburn to hire security personnel, to take similar measures to safeguard the physical conditions

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

of the Premises, Common Area, and/or personal property, or to police the Premises or Common Area for the purpose of preventing physical injuries, accidents, unruly behavior, or other similar accidents from occurring on the Premises or Common Area.

**M. INSURANCE:**

1. LGCA shall furnish proof that it has General Liability Insurance provided by a liability insurance carrier licensed to do business in the State of Ohio, naming Auburn as an additional named insured prior to using the Premises and Common Area and provide that said policy shall not be cancelled or modified without at least thirty (30) days prior written notice to Auburn. Unless agreed otherwise by Auburn and LGCA in writing, the amount of such coverage shall be at least One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) for aggregate liability coverage. Proof of LGCA's General Liability Insurance shall be forwarded to the Auburn at the start of this Agreement (i.e., May 1, 2015) and shall be maintained throughout the duration of this Agreement.
  
2. Geauga ESC shall furnish proof that it has General Liability Insurance provided by a liability insurance carrier licensed to do business in the State of Ohio, naming both LGCA and Auburn as additional named insureds prior to using the Subpremises and Common Area and provide that said policy shall not be cancelled or modified without at least thirty (30) days prior written notice to both LGCA and Auburn. Unless agreed otherwise by the Parties in writing, the amount of such coverage shall be at least One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) for aggregate liability coverage. Proof of LGCA's General Liability Insurance shall be forwarded to the Auburn at the start of this Agreement (i.e., February 1, 2019) and shall be maintained throughout the duration of this Agreement.

**N. RISK OF LOSS, DAMAGE, OR DESTRUCTION:**

1. LGCA shall bear the risk of loss, damage, or destruction to any improvements and fixtures and any personal property owned or leased by LGCA including, but not limited to, its books, materials, equipment, and other contents located on or about the Premises or Common Area due to fire, adverse weather, act of God, or any other cause whatsoever during the term of this Agreement. LGCA shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its improvements, fixtures, and any personal property situated on the Premises or Common Area.

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

2. Geauga ESC shall bear the risk of loss, damage, or destruction to any improvements and fixtures and any personal property owned or leased by Geauga ESC including, but not limited to, its books, materials, equipment, and other contents located on or about the Subpremises or Common Area due to fire, adverse weather, act of God, or any other cause whatsoever during the term of this Agreement. Geauga ESC shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its improvements, fixtures, and any personal property situated on the Subpremises or Common Area.
- O. **ASSIGNMENT AND SUBLETTING:** Neither LGCA nor Geauga ESC shall have the right to assign this Agreement or any right to title, interest, estate or obligation, in whole or in part, of either LGCA or Geauga ESC. Nor shall either LGCA or Geauga ESC sublet all or any part of the Premises, Subpremises, or Common Area without the express prior written approval of Auburn.
- P. **DEFAULT:**
1. If LGCA, at any time during the term of this Agreement, fails to perform any of its obligations set forth in this Agreement and if any default is not cured within ten (10) days after receipt of written notice specifying such default, Auburn may, at its sole option, exercise one or more of the following remedies: (a) terminate this Agreement and/or declare an event of default under this Agreement, (b) recover from LGCA all rent and any and all other amounts owed to Auburn pursuant to this Agreement; (c) exclude LGCA from the Premises and Common Area; (d) to the extent permitted by applicable law, recover from LGCA a sum equal to all future rent payments from the last rent payment date through the end of the term of this Agreement less only the net proceeds of any such reletting; and (g) recover from LGCA any and all damages which Auburn shall sustain by reason of any such default, together with a reasonable sum for attorney fees and costs, as well as such other expenses as may be incurred by Auburn.
  2. If Geauga ESC, at any time during the term of this Agreement, fails to perform any of its obligations set forth in this Agreement and if any default is not cured within ten (10) days after receipt of written notice specifying such default, LGCA may, at its sole option, exercise one or more of the following remedies: (a) terminate this Agreement and/or declare an event of default under this Agreement, (b) recover from Geauga ESC all rent and any and all other amounts owed to Auburn pursuant to this Agreement; (c) exclude Geauga ESC from the Subpremises and Common Area; (d) to the extent permitted by applicable law, recover from Geauga ESC a sum equal to all future rent payments from the last rent payment date through the end of the term of this Agreement less only the net proceeds of any such reletting; and (g) recover from Geauga ESC any and all damages which LGCA shall sustain by reason of any such default, together with a

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

reasonable sum for attorney fees and costs, as well as such other expenses as may be incurred by LGCA.

**Q. CANCELLATION:**

1. **By Auburn:** This Agreement may be cancelled upon the sole determination by Auburn that the Premises is needed for Auburn purposes. In such case, LGCA shall be given a minimum of one hundred eighty (180) days written notice prior to the effective date of cancellation. Upon such cancellation of this Agreement, LGCA shall surrender possession of the Premises in conformity with this Agreement.
2. **By Geauga ESC:**
  - a. This Agreement may be cancelled upon the sole determination by Geauga ESC that the Subpremises is no longer needed for Geauga ESC purposes. In such case, LGCA shall be given a minimum of one hundred eighty (180) days written notice prior to the effective date of cancellation. Upon such cancellation of this Agreement, Geauga ESC shall surrender possession of the Subpremises in conformity with this Agreement.
  - b. This Agreement shall be cancelled upon either the creation of a joint educational service center pursuant to R.C. 3311.053 and applicable laws or abolishment of Geauga ESC pursuant to R.C. 3311.0510 and applicable laws. Upon such cancellation of this Agreement, Geauga ESC shall surrender possession of the Premises in conformity with this Agreement.

**R. POSSESSION UPON TERMINATION:**

1. At the expiration or sooner termination of this Agreement, LGCA shall deliver the Premises to Auburn in good condition and repair allowance being made for ordinary wear and tear.
2. At the expiration or sooner termination of this Agreement, Geauga ESC shall deliver the Subpremises to LGCA in good condition and repair allowance being made for ordinary wear and tear.

**S. NOTICE:** Any notice required or permitted to be given hereunder by the Parties shall be delivered personally or served by certified mail, return receipt requested, to the Parties at the following addresses:

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*



1. **If to Auburn:**

Board President, Treasurer, and Superintendent  
Auburn Vocational School District  
Auburn Career Technology Learning Center  
8122 Auburn Road  
Concord Township, Ohio 44077

2. **If to LGCA:**

Executive Director  
Lake Geauga Computer Association  
Auburn Career Technology Learning Center  
8122 Auburn Road  
Concord Township, Ohio 44077

**and**

Fiscal Agent Governing Board President, Treasurer and Superintendent  
Geauga County Educational Service Center  
Auburn Career Technology Learning Center  
8122 Auburn Road  
Concord Township, Ohio 44077

3. **If to Geauga ESC:**

Governing Board President, Treasurer, and Superintendent  
Geauga County Educational Service Center  
Auburn Career Technology Learning Center  
8122 Auburn Road  
Concord Township, Ohio 44077

- T. **SUCCESSORS AND ASSIGNS:** The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective heirs, successors, and assigns.
- U. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the authorized representatives of the Parties obligated under the amendment or their respective successors in interest.

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

**FOR LESSOR AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF  
EDUCATION:**

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Erik L. Walter\*  
Board President (In Official Capacity Only)

---

Sherry Williamson\*  
Treasurer/Chief Fiscal Officer (In Official Capacity Only)

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Brian Bontempo\*  
Superintendent/Chief Fiscal Officer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. \_\_\_\_\_

\*This Agreement has no legal effect absent Board approval.

**FOR LESSEE/SUBLESSOR LAKE GEAUGA COMPUTER ASSOCIATION:**

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\* \*\*

Executive Director (In Official Capacity Only)

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\* \*\*

Executive Committee Chair (In Official Capacity Only)

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Ken Burnett\* \*\*

Fiscal Officer Governing Board President (In Official Capacity Only)

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Suzanne Sotkovsky\* \*\*

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

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Jennifer Felker\* \*\*

Fiscal Officer Superintendent/Chief Fiscal Officer (In Official Capacity Only)

Authorized Pursuant to LGCA Executive Committee Resolution No. \_\_\_\_\_

\*This Agreement has no legal effect absent LGCA Executive Committee.

Authorized Pursuant to Fiscal Officer Governing Board Resolution No. \_\_\_\_\_

\*This Agreement has no legal effect absent Fiscal Officer Governing Board approval.

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

**FOR SUBLESSEE GEAUGA COUNTY EDUCATIONAL SERVICE CENTER  
GOVERNING BOARD:**

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**Ken Burnett\***  
Governing Board President (In Official Capacity Only)

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**Suzanne Sotkovsky\***  
Treasurer/Chief Fiscal Officer (In Official Capacity Only)

---

**Jennifer Felker \***  
Superintendent/Chief Fiscal Officer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. \_\_\_\_\_

\*This Agreement has no legal effect absent Board approval.

**AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION  
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Auburn Vocational School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Auburn Vocational School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

---

**Erik L. Walter, Board President  
(In Official Capacity Only)**

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**Sherry Williamson, Treasurer/Chief Fiscal Officer  
(In Official Capacity Only)**

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**Brian Bontempo, Superintendent/Chief Executive Officer  
(In Official Capacity Only)**

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

**LAKE GEAUGA COMPUTER ASSOCIATION  
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Lake Geauga Computer Association has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Lake Geauga Computer Association to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

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\_\_\_\_\_, Executive Director  
(In Official Capacity Only)

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\_\_\_\_\_, Executive Committee Chair  
(In Official Capacity Only)

---

Ken Burnett, Fiscal Officer Governing Board President  
(In Official Capacity Only)

---

Suzanne Sotkovsky, Fiscal Officer Treasurer/Chief Fiscal Officer  
(In Official Capacity Only)

---

Jennifer Felker, Fiscal Officer Superintendent/Chief Fiscal Officer  
(In Official Capacity Only)

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

**GEAUGA COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD  
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Geauga County Educational Service Center Governing Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Geauga County Educational Service Center Governing Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

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**Ken Burnett, Governing Board President  
(In Official Capacity Only)**

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**Suzanne Sotkovsky, Treasurer/Chief Fiscal Officer  
(In Official Capacity Only)**

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**Jennifer Felker, Superintendent/Chief Executive Officer  
(In Official Capacity Only)**

*Amended Lease Agreement By and Between Auburn and LGCA and  
Sublease Agreement By and Between LGCA and Geauga ESC*

Exhibit A.

## Lease Agreement

This Lease Agreement ("Agreement") is hereby made and entered into this 1<sup>st</sup> day of May, 2015, by and between the Auburn Vocational School District Board of Education, Concord Township, Lake County, Ohio ("Lessor") and the Lake Geauga Computer Association ("LGCA"), ("Lessee").

In consideration of the mutual promises set forth herein, and intending to be legally bound, the parties agree as follows:

1. **DEMISE OF PREMISE**: Lessor hereby represents that it is the owner of a Certain building known as the Technology Learning Center, the mailing address for which is 8221 Auburn Road, Concord Township, Ohio 44077. Lessor, hereby lets, demises and leases to Lessee, certain rooms in the Technology Learning Center, (hereinafter referred to as the "Premises"). The Premises is fully described in Exhibit "A" which is attached hereto and made a part hereof by this reference.

2. **Term**: The term of the Agreement shall be for a period of twenty years commencing on May 1, 2015 until April 30, 2035. Lessee hereby covenants and agrees to pay the Lessor as rent for the Premises during the term, the total sum of \$55,000 annually. The total rental payments shall be made in twelve (12) equal installment payments on the first day of each month. Any rents not paid by Lessee within thirty (30) days of the due date shall bear interest from the due date to the date of payment at the rate of one and a half (1-1/2%) percent per month.



3. **USE OF LEASED AREA:** Lessee shall have the exclusive right to use the Premises for the housing, operating, and maintenance of Lessee's computer network equipment, its administrative offices, and a classroom to provide user training and support services. Lessee shall at all times comply with applicable local, state and federal law, rules and/or regulations in its operation and use of the Premises.

4. **COMMON AREAS:** During the term of this Agreement, Lessor grants to Lessee a non-exclusive license to use, in common with all others to whom Lessor has granted or may hereafter grant a license to use, certain common areas, including but not limited to, the sidewalks, exits, entrances, classrooms, presentation areas, restroom, parking areas, driveways, and landscaped areas (collectively the "Common Areas") subject to availability and compliance with reasonable rules and regulations respecting the Common Areas as Lessor may from time to time promulgate.

5. **QUIET POSSESSION:** Lessor shall, on the commencement date of the term this agreement as hereinabove set forth, place Lessee in quiet possession of the Premises and shall secure Lessee in the quiet possession thereof against all persons lawfully claiming the same during the term of this Agreement.

6. **INSPECTION BY LESSOR:** Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same or for any purpose including the maintenance or making repairs or alterations to the Premises.

**7. WASTE AND NUISANCE:** Lessee shall not commit, or suffer to be committed, any waste on the Premises, nor shall Lessee maintain, commit, or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

**8. MAINTENANCE AND CUSTODIAL:** Lessor shall be responsible for providing maintenance service to the Premises so as to keep it in good and clean condition. Lessor shall make all repairs of the Premises occasioned by the Lessee's use of the Premises, except as Lessor and Lessee may have expressly agreed otherwise in this Agreement for the Lessee to undertake specifically described types of repairs or maintenance. Lessor shall keep, repair and maintain the Common Areas in good and treatable condition during the term of this Agreement. Lessee shall notify Lessor immediately if any repair to be made by Lessor is necessary.

**9. MAINTENANCE AND CUSTODIAL COSTS:** The Lessor shall determine the actual cost (per square foot) for maintenance and custodial services for the building based on those costs during the Tenth year of this Agreement, (hereinafter "Base Year Cost"). Commencing on May 1, 2025 and continuing for the remainder of the term of the Agreement, the Lessee shall in addition to the rental provided at Paragraph 2 of this Agreement pay its share of any increase in the maintenance and custodial costs above the Base Year Costs (hereinafter "Increased Costs"). The lessee's share is determined by the ratio that the square footage of the Premises bears to the square footage of the building. On or before the 30<sup>th</sup> day of July in each year of the Agreement, Lessor will

provide Lessee with a statement of the Increased Costs for that year. Lessee shall pay its Increased Costs within thirty (30) days upon receipt of Lessor's statement.

**10. FIXTURES:** Lessee shall have the right at any time and from time to time during the term of the Agreement at its sole cost and expense, to affix and install such property and equipment to, in or on the Premises as it shall deem advisable and only with the prior written approval of Lessor. Any such fixtures, equipment and other property installed in or affixed to or on the Premises shall remain the property of Lessee, and Lessor agrees that Lessee shall have the right at any time, and from time to time, to remove any and all such fixtures, equipment and other property, provided, however, that any such fixtures, equipment, or property not removed from the Premises within sixty (60) days after expiration or sooner termination of the term of renewal hereof shall be deemed to have been abandoned by Lessee and shall thereupon become the absolute property of Lessor. Upon the removal of any fixtures, equipment, and other property installed by lessee, Lessee shall restore the Premises to their original condition, less ordinary wear and tear.

**11. UTILITIES:** Lessor shall, during the term of this Agreement, pay all charges for gas, electricity, sewage, and water used in or on the Premises, immediately upon becoming due and shall hold Lessee harmless from any liability therefor.

**12. INDEMNIFICATION:** Lessee agrees to release, hold harmless and indemnify Lessor, its individual members, employees and agents in both their official and individual capacities, from and against all liability, claims, costs and expenses

(including, but not limited to, attorney fees), demands, actions or causes of action for any injury, damage or loss to persons, including death, or any injury, damage or loss of property whatsoever, arising out of, resulting from caused by, occurring during or in any way related to any action or failure to act, negligence, or other misconduct in the occupation or other use of the Premises in accordance with the terms and conditions of the Agreement. Nothing in this Agreement shall be interpreted to require the Lessor to hire security personnel, or take similar measures to safeguard the physical conditions of the property and/or personal property, or to police the property for the purpose of preventing physical injuries, accidents, unruly behavior, or other similar accidents from occurring on the property.

**13. INSURANCE:** Lessee shall furnish proof that it has General Liability

Insurance provided by a liability insurance carrier licensed to do business in the State of Ohio, naming the Lessor as an additional named insured prior to using the Premises and Common Area and provide that said policy shall not be cancelled or modified without at least thirty (30) days prior written notice to the Lessor. Unless agreed otherwise by the parties in writing, the amount of such coverage shall be at least One Million Dollars (\$1,000,000.00) per person and Five Million Dollars (\$5,000,000.00) for aggregate liability coverage. Proof of Lessee's General Liability Insurance will be forwarded to the Lessor at the start of this agreement, May 1, 2015 and be maintained throughout the duration of this Agreement.

The Lessee shall bear the risk of loss, damage or destruction to any improvements and fixtures and any personal property owned or leased by the Lessee,

including but not limited to, its books, materials, equipment and other contents located on or about the leased premises, due to fire, adverse weather, act of God or any other cause whatsoever, during the term of this Agreement. The Lessee shall procure and maintain all insurance which it deems necessary for its protection against loss of or damage to any of its improvements, fixtures and any personal property situated on the Premises.

**14. ASSIGNMENT IN SUBLETTING:** Lessee shall have no right to assign this Agreement or any right to title, interest, estate or obligation, in whole or in part, of the Lessee hereunder, or to sublet all or any part of the Premises, without the express prior written approval of the Lessor.

**15. DEFAULT:** If Lessee, at any time during the term of the Agreement, fails to perform any of its obligations set forth in this Agreement, and if any default is not cured within ten (10) days after receipt of written notice specifying such default, the Lessor may, at its option, exercise one or more of the following remedies: (a) terminate the Agreement and/or declare an event of default under the Agreement, (b) recover from Lessee all rent and any and all other amounts owed to the Lessor pursuant to this Agreement; (c) exclude the Lessee from the Premises; (d) to the extent permitted by applicable law, recover from Lessee a sum equal to all future rent payments from the last rent payment date through the end of the term of the Agreement, less only the net proceeds of any such reletting; and (g) recover from Lessee any and all damages which Lessor shall sustain by reason of any such default, together with a reasonable sum for attorney's fees and such other expenses as may be incurred by Lessor.

**16. CANCELLATION:** This Agreement may be cancelled upon the determination by the Lessor that the Premises is needed for Auburn Career Center Vocational School District purposes. In such case, Lessee shall be given a minimum of one hundred eighty (180) days written notice prior to the effective date of cancellation. Upon the cancellation of the Agreement, pursuant to this Paragraph, the Lessee will surrender possession of the Premises in conformity with Paragraphs 10 and 16.

**17. POSSESSION UPON TERMINATION OF LEASE:** At the expiration or sooner termination of this Agreement, Lessee shall deliver the Premises to Lessor in good condition and repair, allowance being made for ordinary wear and tear.

**18. NOTICE:** Any notice required or permitted to be given hereunder by the parties shall be delivered personally or served by certified mail, return receipt requested, to the parties at the following addresses, or to such other address as either party may specify in writing.

If to the Lessor:

Superintendent  
Auburn Vocational School District  
Board of Education  
8122 Auburn Road  
Concord Township, Ohio 44077

If to the Lessee:

Executive Director  
Lake Geauga Computer Association  
8122 Auburn Road  
Concord Township, Ohio 44077

**19. SUCCESSORS AND ASSIGNS:** The terms and provisions of the

Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their respective heirs, successors and assigns.

**20. ENTIRE AGREEMENT:** This Agreement contains the entire agreement of

the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement may be modified or amended in writing, if the writing is signed by the authorized representatives of the parties obligated under the amendment or their respective successors in interest.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed by its Board President and Treasurer and Lessee has caused this Agreement to be executed by its Executive Director as of the date first written, pursuant to authority duly granted by Lessor and Lessee, respectively.

LESSOR: Auburn Vocational School District Board of Education

BY:   
Board President

4-14-15  
Date

BY:   
Treasurer

4-14-15  
Date

STATE OF OHIO  
COUNTY OF LAKE

SS

The foregoing instrument was acknowledge before me by \_\_\_\_\_,  
Board President and Sherry Williamson Treasurer of the Auburn Vocational  
School District Board of Education ("Board of Education"), who acknowledged that they  
signed the foregoing instrument on behalf of the Board of Education and it is their and  
the Board of Education's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 14th  
day of April, 2015.

Carrie McVicker

Notary Public, State of Ohio



**CARRIE McVICKER**  
Notary Public, State of Ohio  
My Commission Expires  
April 8, 2017  
Recorded in Geauga County

My Commission Expires

Lessee: LAKE GEAUGA COMPUTER ASSOCIATION

BY: James Turk  
Executive Director

4/27/15  
Date

STATE OF OHIO  
COUNTY OF LAKE

SS

The foregoing instrument was acknowledge before me by James Turk,  
Executive Director of the LGCA, who acknowledged that he/she signed the foregoing  
instrument on behalf of the LGCA;s free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 27th  
day of April, 2015.

Sherry L. Williamson

Notary Public, State of Ohio

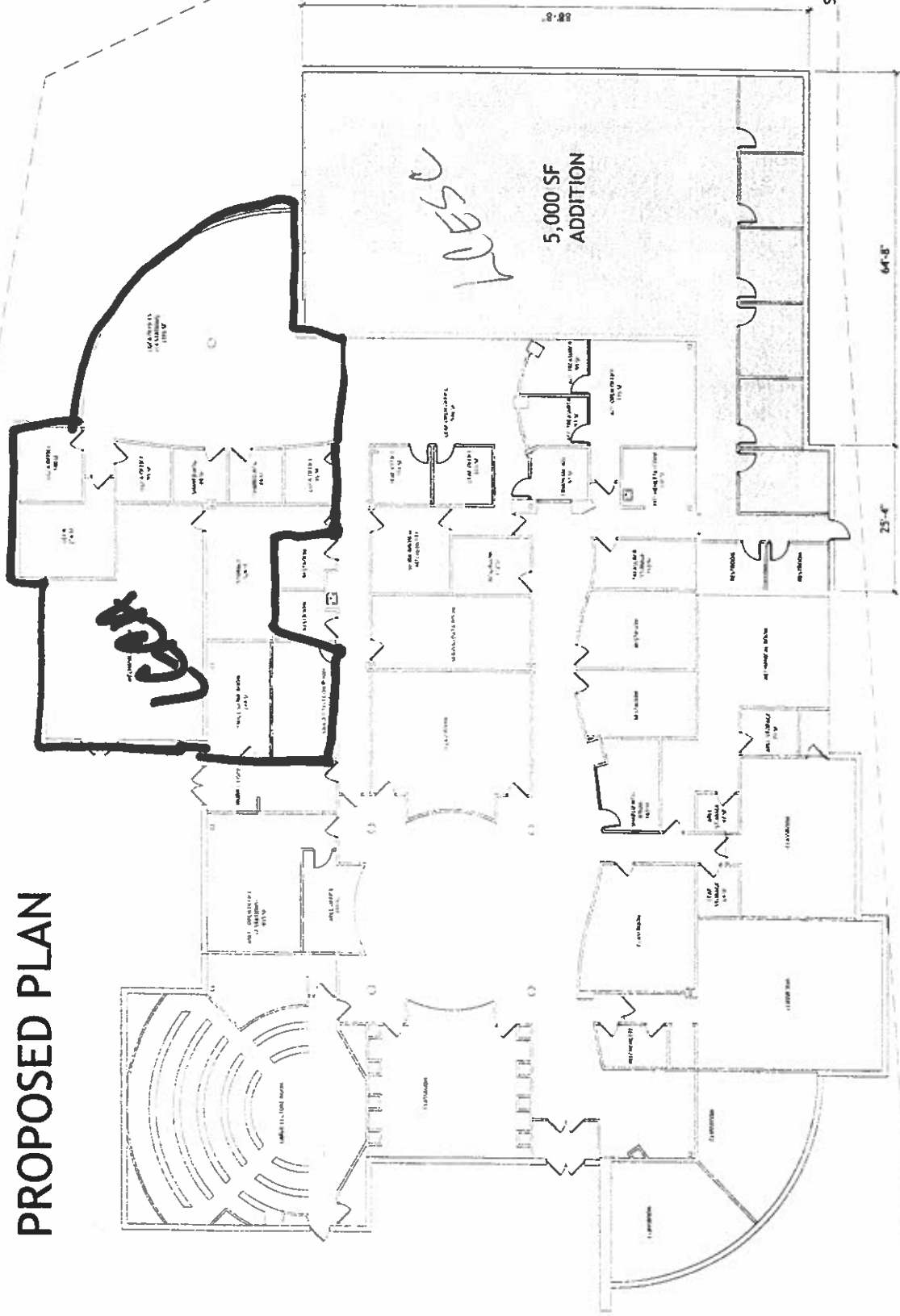
**SHERRY L. WILLIAMSON**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION  
EXPIRES JUNE 4, 2016

My Commission Expires:



Exhibit B

# PROPOSED PLAN

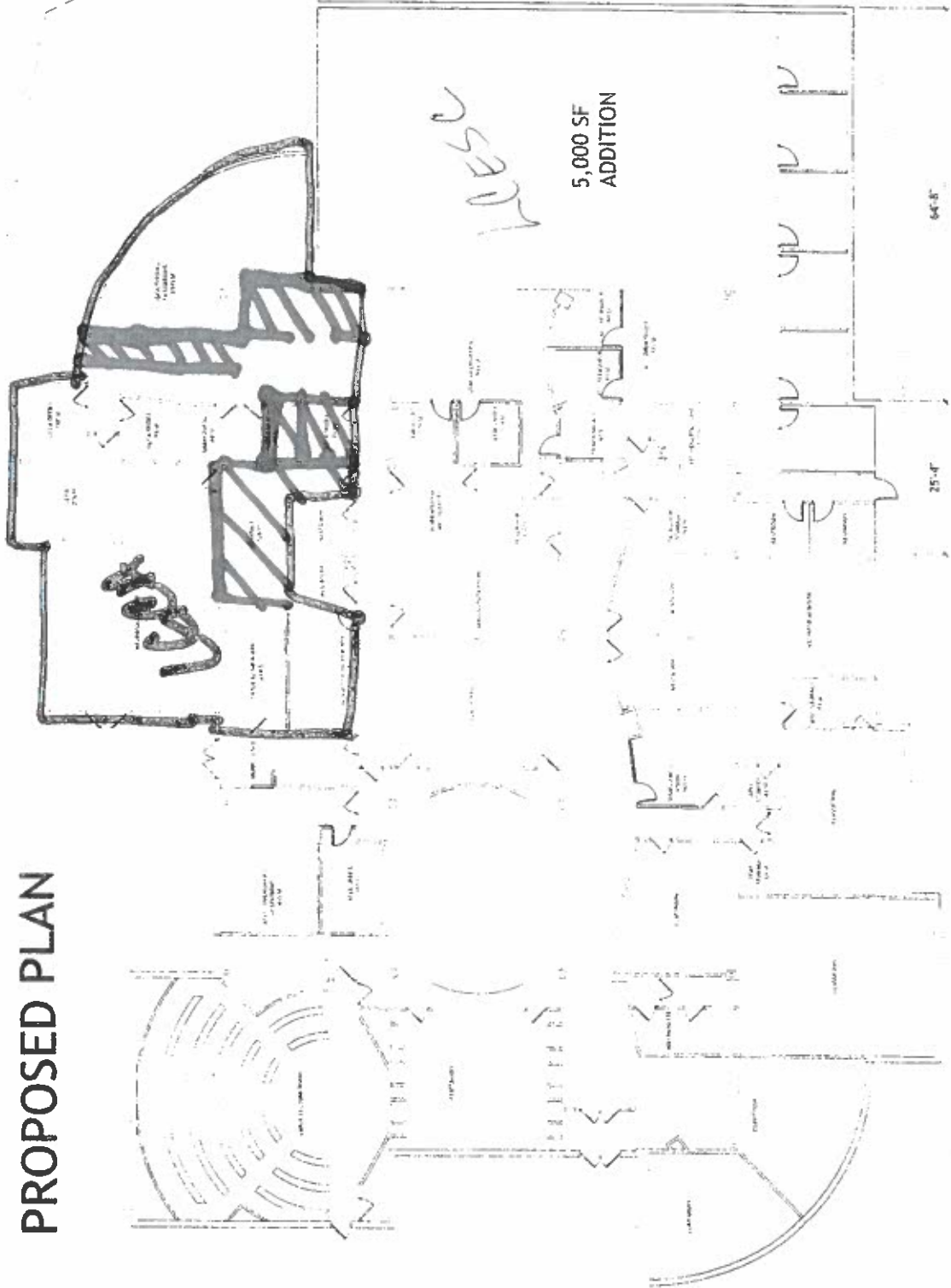


SETBACK LINE



Exhibit C

# PROPOSED PLAN



**Auburn  
Career Center**



*Attachment Item #19A*

*Consent Agenda:  
Contracts/Affiliation  
Agreements  
Business Partnership*



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
Vanguard CNC Laser Cutting**  
10465 Main St., Mantua, OH 44255  
330-274-2262

***Auburn's Business Partnership Program***

This agreement is entered into on this 14<sup>th</sup> day of Jan, 2019 by and between Auburn Career Center and Vanguard CNC Laser Cutting

WHEREAS, Auburn Career Center is currently conducting educational programs in Career and Technical Education and desires to obtain workforce training and workforce education for the students enrolled in it education programs in conjunction with Vanguard CNC Laser Cutting

WHEREAS, Vanguard CNC Laser Cutting has the facilities and is willing to provide workforce experience at its facilities to students enrolled in the said educational programs of Auburn Career Center.

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between Vanguard CNC Laser Cutting and Auburn Career Center the following aspects of affiliation are described:

**1. General Information**

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

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

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

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

**3. Responsibilities of Vanguard CNC Laser Cutting**

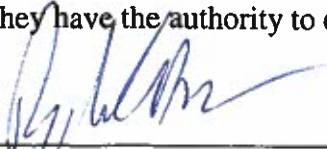
- a. Vanguard CNC Laser Cutting shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of Vanguard CNC Laser Cutting. Privileges will include parking.
- b. Vanguard CNC Laser Cutting shall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

**4. Terms of Agreement**

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

- h. This agreement is for a term of the remainder of the 2018-2019 school year unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

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

  
\_\_\_\_\_  
Employer Signature

1/14/19  
\_\_\_\_\_  
Date

Robert Mellinger  
\_\_\_\_\_  
Employer Printed Name

1/14/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Printed Name

\_\_\_\_\_  
Date



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
GAR Paving**  
10371 Kinsman Road  
Newbury, OH 44065  
80-549-5879

***Auburn's Business Partnership Program***

This agreement is entered into on this January, 2019 by and between Auburn Career Center and GAR Paving

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

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

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

**1. General Information**

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



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

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

**2. Responsibilities of Auburn Career Center**

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

**3. Responsibilities of GAR Paving**

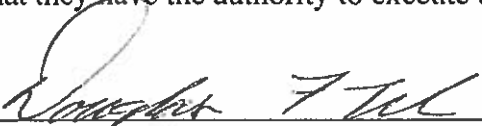
- a. GAR Paving shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of GAR Paving. Privileges will include parking.
- b. GAR Paving shall provide an orientation for the intern at the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

**4. Terms of Agreement**

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

- h. This agreement is for a term of the remainder of the 2018-2019 school year unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

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

  
\_\_\_\_\_  
Employer Signature

1-22-19  
\_\_\_\_\_  
Date

Douglas F. Ullr  
\_\_\_\_\_  
Employer Printed Name

1-22-19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Printed Name

\_\_\_\_\_  
Date



**Affiliation Agreement  
Between  
Auburn Career Center  
And  
Pep Manufacturing, Inc.**  
7835 Division Dr, Mentor, OH 44060  
440-205-8900

***Auburn's Business Partnership Program***

This agreement is entered into on this January, 2019 by and between Auburn Career Center and Pep Manufacturing, Inc.

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

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

NOW THEREFORE, in consideration of the mutual agreement set forth herein, between Pep Manufacturing, Inc. and Auburn Career Center the following aspects of affiliation are described:

**1. General Information**

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

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

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

**2. Responsibilities of Auburn Career Center**

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

**3. Responsibilities of Pep Manufacturing, Inc.**

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

**4. Terms of Agreement**

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

- g. This agreement will be governed by the laws of the State of Ohio.
- h. This agreement is for a term of the remainder of the 2018-2019 school year unless terminated by either party.
- i. The delay or failure of performance by either party shall not constitute default under the terms of this agreement, nor shall it give rise to any claims against either party for damages. The sole remedy for breach of this agreement shall be immediate termination.

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

Joseph J. Pepra  
Employer Signature

1-23-19  
Date

JOSEPH J. PEPPA  
Employer Printed Name

1-23-19  
Date

\_\_\_\_\_  
Auburn Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Auburn Printed Name

\_\_\_\_\_  
Date



# *Attachment Item #19B*

*Consent Agenda:*

*Contracts/Affiliation Agreements*

*Partnership Agreement*

*Lakeland Community College*



## **College Credit Plus Partnership Agreement**

**WHEREAS**, Chapter 3365 of the Ohio Revised Code establishes the College Credit Plus Program (Program), under which secondary grade students may enroll at a college and complete courses for both high school and college credit, and may elect to have the college reimbursed under Section 3365.06(B) of the Ohio Revised Code; and

**WHEREAS**, the “default floor amount” is defined under Section 3365.07 of the Ohio Revised Code; and

**WHEREAS**, Lakeland Community College (Lakeland) has developed a College Credit Plus Partnership to provide access and opportunity for public school district students from Lake County and surrounding areas to enhance those students’ college and career readiness and postsecondary success. The Partnership is a collaboration between Lakeland and Auburn Career Center (Partner), a public school district, to offer Lakeland post-secondary programs and courses for Partner’s students; and

**WHEREAS**, Lakeland and Partner wish to create a seamless transition of learning for Partner students allowing those students to earn both transcribed high school and college credit upon successful completion of Lakeland courses; and

**WHEREAS**, Lakeland and Partner seek to enhance the options for time and/or place bound Partner students; and

**WHEREAS**, Lakeland and Partner intend to commence a comprehensive educational collaboration that mutually benefits the students they serve through the Partnership,

**THEREFORE**, in consideration of these and other mutual promises and covenants and for valuable and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, Lakeland and Partner hereby enter into this Partnership Agreement designed to effect the above stated aims in a manner which shall provide the participating students with a quality completion program.

**A. PARTNERSHIP PARAMETERS:**

1. Both parties will operate the Agreement in accordance with the Ohio Revised Code Chapter 3365 and all corresponding rules associated with governance of the State of Ohio’s College Credit Plus legislation.
2. Lakeland and Partner will equally promote the Agreement to Partner’s students and their families, as well as to the communities served by the Partner.

3. Lakeland and Partner shall agree and follow in all aspects this Agreement's section E, funding and procedures for payment.
4. If Partner is a public school district, Lakeland and Partner will not charge a Partner's student participating in this Agreement for tuition, textbooks, or fees.
5. Lakeland and Partner will comply with all required reporting in accordance with the Ohio Revised Code and all corresponding rules associated with the State of Ohio's College Credit Plus legislation, including, but not limited to, the annual submission of an executed copy of this Agreement to the Ohio Board of Regents and the Ohio Department of Education, and academic term and annual reporting of Partner students' enrollments, grades, and credits under the Program.

**B. STUDENT REQUIREMENTS:**

1. In order to be eligible, a Partner's student must meet all State of Ohio College Credit Plus student requirements.
2. For acceptance into the Program, a student must:
  - a. Submit an online College Credit Plus admissions application by August 15.
  - b. Submit an official high school transcript.
  - c. Place into college level English either through successful completion of the Lakeland's placement exam or submission of acceptable ACT/SAT scores. To participate in math courses through CCP, students must have successfully completed Algebra 2 and place into college-level math.
3. Partner students enrolled in Lakeland courses will be considered Lakeland students for the purposes of that course and are subject to all Lakeland policies and procedures, including, but not limited to, Lakeland's Student Conduct Code.
4. Partner's students are eligible for up to thirty credit hours per academic year, beginning June of said year. The thirty credit hours threshold is calculated by adding credit hours enrolled at Lakeland to any credit hours being taken during the same academic year from other IHE and any courses being taken at the high school. (One high school course equals three college credit hours.) Students are financially responsible for the tuition and books for courses that exceed the thirty hour threshold.

**C. LAKELAND SHALL:**

1. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Partner, and designate a Lakeland staff member to serve as the Partnership coordinator.
2. Identify an advisor for all of Partner's students.
3. Schedule at least one meeting of a Partner's student and Lakeland advisor prior to Lakeland's effective no-fault course drop out date.
4. Provide College Credit Plus application and registration support services for Partner's students.
5. Provide Partner students access to Lakeland facilities and support services.
6. Coordinate with Partner to provide placement testing.
7. Upon course completion, submit and transcript official grades to Partner in a timely manner.
8. Provide any necessary information to Partner or State of Ohio needed for Education Management Information Systems reporting.
9. When offering a Lakeland course taught at a Partner facility or through any of the Partner's digital or electronic capacities that are taught by an Partner instructor:
  - a. Coordinate the review, selection, and assignment of a Partner instructor, which will parallel the process used by Lakeland to assign adjunct faculty.
  - b. Confirm that Partner instructors possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
  - c. Provide copies of Lakeland course outlines/syllabi to Partner instructors selected to teach Lakeland courses.
  - d. Require that Partner instructor teaching Lakeland courses follow Lakeland syllabus and/or course outlines.
  - e. Provide a Lakeland representative for Partner instructor orientation to college course work, discussions on course outlines, expected learning outcomes of the courses, peer review in the classroom, monitoring of student and teacher progress, and review of final exam/assessments' grades and grading procedures.

- f. Provide a Lakeland representative to conduct up to two observations of each Lakeland course and Partner instructor per semester.
- g. Provide professional development opportunities to all Partner instructors who instruct Lakeland courses as adjunct faculty.
- h. Require Program students to complete major common student assessments of each college course (e.g., exams, projects, presentations, papers) and be held to the same grading standards as Lakeland.
- i. Maintain contact with the Partner representatives and assess the Program at the end of each school year with the Partner.
- j. Reserve the right to cancel any Lakeland course provided that any ongoing current term will continue until enrolled students have had the opportunity to complete the scheduled courses for that term and receive final grades and full credit.
- k. Provide comprehensive liability insurance coverage for the delivery of Lakeland instruction.
- l. Provide oversight to Partner instructors for the learning outcomes and expectations of Lakeland's course.

**D. THE PARTNER SHALL:**

- 1. Issue a notice, prior to February 1 of each year, providing information about College Credit Plus and identifying this Agreement with Lakeland.
- 2. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Lakeland.
- 3. On behalf of Lakeland, recruit qualified students to participate in Lakeland courses.
- 4. Provide at its own expense, appropriate and protected learning space, power and internet connectivity, and proctor coverage for any agreed to distance learning programs.
- 5. Confirm the number of college credits a Partner student participant may earn during the academic year by September 15.
- 6. When offering Lakeland courses at the Partner's facilities or through any of the Partner's digital or electronic capacities that are taught by a qualified high school instructor:
  - a. Provide appropriate classroom space and equipment for those courses.

- b. Establish proposed course offerings by February 1 prior to each academic year.
  - c. Schedule all courses to run in the normal Partner cycle and term.
  - d. Reserve the right to cancel any course.
  - e. Ensure courses consist of Partner's students who have enrolled at Lakeland and have been appropriately placed into the course. Partner shall follow Ohio Revised Code Chapter 3365 and all corresponding rules for any other Partner student attending that course but not enrolled at Lakeland.
    - i. Recruit qualified Partner instructors to teach courses, or allow Lakeland faculty on premises to teach those courses. Partner instructors must be employees of the Partner, and the Partner shall be solely responsible for paying their salaries and benefits. Furthermore, Partner instructors must possess the credentials in accordance with the Higher Learning Commission, the Ohio Board of Regents, Lakeland, and other applicable program accrediting agencies.
  - f. Require that the applicable college textbook(s), and textbook edition, be used in a course.
  - g. Facilitate the monitoring of student and Partner instructor progress.
  - h. Allow Lakeland academic liaisons to conduct course and instructor evaluations in accordance with departmental practices which may include classroom visits by authorized Lakeland representatives.
  - i. Provide comprehensive liability insurance coverage for the delivery of instruction, and provide Lakeland with a certificate of insurance naming Lakeland as an additional insured.
7. When Program courses are taught at the Partner's facilities or through any of the Partner's digital or electronic capacities by Lakeland faculty:
- a. Courses must meet Lakeland's course enrollment minimums.
  - b. Courses must be aligned with Lakeland's semester calendar and course scheduling pattern unless a modification is requested and approved in advance of the course offering.

## **E. FUNDING AND PROCEDURES FOR PAYMENT**

### **Payment**

1. Excluding compensation for "textbooks," Lakeland agrees to accept payment from the State of Ohio Department of Education for each credit hour taught in the following amounts:
  - a. For courses taught at a Partner facility by a Partner instructor, the amount designated as that academic year's "default floor amount" (\$41.64 per credit hour) as defined under Ohio Revised Code Chapter 3365 and all corresponding rules.
  - b. For courses taught at a Partner facility by a Lakeland instructor, \$63.90 per credit hour.
  - c. For courses taught at a Lakeland facility by a Lakeland instructor, \$95.00 per credit hour.
2. Excluding its obligation for "textbooks," Partner agrees to release payment from the State of Ohio Department of Education, for each credit hour taught, at any balance designated as above the amount paid to Lakeland as described in paragraph 1 (above), and in compliance with Chapter 3365 of the Ohio Revised Code and all corresponding rules, and in conformance with all State of Ohio Department of Education funding requirements.
3. Partner is required to bear the cost of and provide Program students with textbooks as assigned by Lakeland. "Textbooks" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include hardbound, software, and other purchased coursework materials.
  - a. For courses taught at Lakeland's facilities or through any of Lakeland's digital or electronic capacities, Partner will directly reimburse Lakeland for rental of "textbooks" at a rate of \$35.00 for each credit hour taught to Partner's students, with credit hours taught calculated in a manner consistent with the Ohio Revised Code and all administrative rules associated with the State of Ohio's College Credit Plus legislation. Reimbursement from Partner to Lakeland shall be made in full and shall occur within thirty days after the end of each term.
  - b. For courses taught at Partner's facilities or through any of Partner's digital or electronic capacities, Partner shall work directly with Lakeland on developing a program to secure textbooks through Lakeland's Bookstore for Partner's students, and where possible, develop opportunities to re-circulate textbooks. Textbooks used at Partner's facilities must be the most recently approved version by Lakeland and must be available for students when classes begin.

- c. At the end of the semester, Partner's students who take courses on Lakeland's campus must return their rented textbooks to the bookstore. If a student drops the class within the drop period, textbooks must be returned to Lakeland's Bookstore in the condition they were purchased. If a student fails to return rented textbooks, the Partner will be billed for the cost of replacement.

### **Fees**

1. Lakeland is required to bear the cost of fees for each Program student. "Fees" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include, but are not limited to, costs or fees charged for postsecondary enrollment application, activities required by the postsecondary institution that may enhance a student's likelihood of academic success, and course-related or laboratory fees.

### **Agreement Termination**

1. Upon termination of this agreement, payment to Lakeland and Partner from the State of Ohio Department of Education for each credit hour taught for a Lakeland course immediately reverts to the "default ceiling," "fifty percent of the default ceiling," or "default floor" amounts based on the manner of instructional delivery as designated for that academic year and as defined under the Ohio Revised Code Section 3365(A)(1) and all corresponding rules.
2. Partner shall immediately reimburse Lakeland for any outstanding invoices related to the reimbursement of textbooks.

### **F. NON-DISRUPTION:**

1. Neither Partner nor Lakeland shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction at Lakeland's or Partner's facilities or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon Lakeland's or Partner's property, or which could cause any impairment or reduction of the good will and reputation of Lakeland or Partner.

2. Insofar as permitted by law, Lakeland and Partner shall maintain confidentiality with regard to information about one another's programs, methods of delivering instruction, or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement.

**G. MARKETING:**

1. Lakeland and the Partner shall cooperatively market the Program by:
  - a. Promoting the Program through each entity's website including details of the current agreement.
  - b. Partner shall provide Lakeland with reasonable access to Partner students, parents and counselors to allow Lakeland to market and promote the Program.
  - c. Meet all other requirements of Ohio Revised Code Chapter 3365 and all corresponding rules.
2. The Partner shall market the Program by:
  - a. Identifying this Agreement with Lakeland in the required annual notice to students, in the required annual informational session, and on the school website.
  - b. Providing Lakeland with an opportunity to present during the Partner's annual informational session.
  - c. Holding an annual informational session for Partner counselors to meet with Lakeland regarding the Program.
  - d. Assisting Lakeland in mailing promotional materials to Partner students and parents by providing their home addresses.
  - e. Assisting Lakeland in surveying Partner students, parents, counselors, and instructors to gather feedback on how to improve the Program.
3. Each party shall, prior to the issuance of any news or press release (release) marketing the Program, provide notification and a copy of the release to the other Party.
4. The Partner must adhere to use of the Lakeland logo and signage guidelines which will be provided to Partner upon request.



**H. TERM AND TERMINATION:**

1. The term of this Agreement shall begin May 20, 2019 (first day of Lakeland's summer term) and, unless earlier terminated, extend through May 19, 2020. As of February 1, 2020, the parties may execute, in writing, signed by authorized representatives of the parties, a successor agreement incorporating the same or similar terms as those set forth herein, which shall not exceed one academic year.

**I. INDEMNIFICATION:**

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts or omission by or through itself or its agents, employees, and contracted servants, and each party further agrees to defend itself and be responsible for those judgments and costs which arise from such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

**J. MISCELLANEOUS:**

1. **Severability.** If a court of competent jurisdiction finds that any Section or provision of this Agreement is illegal, unenforceable, or in conflict with any law, such Section or provision shall be deemed severed from this Agreement without affecting the validity of the remainder of the Agreement.
2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, applicable to contracts made and to be enforced wholly within Ohio.
3. **Jurisdiction-Venue.** The parties to this Agreement each specifically consent to jurisdiction in Ohio in connection with any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof. Venue for any dispute between the parties arising out of this Agreement or pertaining to the subject matter hereof will be in the state courts of Ohio sitting in Lake County.
4. **Notices.** All notices or other written communications required or permitted under this Agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail return receipt requested to either party at its address set forth below (or to such other address as such party may substitute, by providing a written notice in the manner specified in this Section) with an additional copy addressed to each party's "Legal or General Counsel":

For Partner:  
Superintendent

For Lakeland:  
President  
7700 Clocktower Drive  
Kirtland, Ohio 44094


5. **Waivers and Amendments.** The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by both parties.
6. **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
8. **No Third Party Beneficiaries.** This Agreement is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either Party.
9. **Independent Contractors.** The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.
10. **Complete Agreement-Integration.** This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
11. **Compliance with the laws.** In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Education Rights to Privacy Act, and shall not unlawfully discriminate against any employee or student of the Partner or Lakeland on the basis of race, sex, religion, disability, age, national origin, color, or veteran status.
12. **Counterparts: Facsimile Signatures.** This Agreement may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single agreement between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

**Intending to be legally bound by this agreement, the parties sign below.**

**ON BEHALF OF LAKELAND COMMUNITY COLLEGE:**

  
\_\_\_\_\_  
Morris W. Beverage Jr, EDM, President

1/9/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Andrea Ausperk  
Vice President & Chief Fiscal Officer

1/8/19  
\_\_\_\_\_  
Date

**ON BEHALF OF PARTNER:**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Date