

### Auburn Vocational School District BOARD OF EDUCATION

### Minutes of December 4, 2018

The December 4, 2018 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 7:00 p.m.

Upon roll call, the following members were present:

Mrs. Brush Mr. Kent Mr. Miller Mr. Walter Dr. Culotta Mr. Klima Mr. Sedivy Mrs. Wheeler

Mrs. Javins Dr. Kolkowski Mr. Stefanko

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

### 159-18 Approve Agenda

A motion was made by Mr. Sedivy and seconded by Mr. Klima to approve the December 4, 2018 agenda.

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed.

### 160-18 Approve Minutes of Last Meeting

A motion was made by Mr. Kent and seconded by Mr. Sedivy to approve the minutes of the November 8, 2018 regular Board meeting of the Board.

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed.



Public Participation - There was no Public Participation at this meeting.

### Administrative Reports

➤ Special Board Meeting – December 13th, 2018 at 5:30 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 October 31, 2018 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #9)

### No Action Required.

### 161-18 Approve Removal of Inventory

A motion was made by Mr. Klima and seconded by Mrs. Wheeler to approve the removal of inventory on the following items. These items are outdated, broken and/or unable to fix. Recycled Items: 3 ink jet printers, 1 CRT-TV, 3 flat panel TV's, 3 VHS editing machines, 6 computer monitors, 1 UPS, 3 camcorders, 50 VHS tapes, 15 laptops and 22 desktop computers.

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed

### 162-18 Approve School Law Hotline Agreement

A motion was made by Mrs. Javins and seconded by Mr. Kent to approve McGown & Markling Co., L.P.A. to enter into agreement with Auburn Career Center for the provision of legal services for school law hotline for the 2018-2019 school year. (Attachment #11)

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed



### 163-18 Approve Tax Abatement from MBI Renaissance Properties, LLC

A motion was made by Mrs. Brush and seconded by Mrs. Wheeler to approve the tax abatement from MBI Renaissance Properties, LLC of Painesville under the Community Reinvestment Area tax exemption program. The total amount of the abatement requested is ten years at 100%. Per the County Auditor, this is an estimated tax loss of \$75.56 per year. (Attachment Item #12)

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter and

Mrs. Wheeler

Nays: Dr. Kolkowski

Mr. Walter declared the motion passed

### **164-18** Approve Donations

A motion was made by Mrs. Javins and seconded by Mrs. Wheeler to approve the following donations:

Donation of eight rolls of vinyl wrap film from Mr. Chris Brewer of Painesville, OH. This donation will benefit our Automotive Collision Repair program.

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

### **165-18** Approve Human Resources

A motion was made by Mr. Stefanko and seconded by Mr. Sedivy to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplementals, Substitutes, Separations and Student Intern positions. (Attachment Item #14)

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed.



### 166-18 Approve Auburn Practical Nursing Day 2019 & Evening 2019 - 2020 Program Calendars

A motion was made by Mrs. Wheeler and seconded by Mr. Kent to approve the Auburn Practical Nursing Day 2019 and Evening 2019-2020 program calendars. (Attachment Item # 15)

Roll Call:

Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed.

### 167-18 Policy: Second & Final Reading

A motion was made by Mrs. Javins and seconded by Mrs. Wheeler to approve the Board of Education make the following policy modifications to the Auburn Vocational Board of Education Policy Manual. Original policy can be reviewed by visiting the Board Policy Website at <a href="www.neola.com/auburnjvs-oh">www.neola.com/auburnjvs-oh</a> and clicking on the policy number. (Attachments Item #16)

Section	Title	Revised/New Policy/Delete
Administration 1240.01	Non-Reemployment of the Superintendent	Revised
Administration 1422	Nondiscrimination and Equal Employment Opportunity	Revised
Administration 1541	Termination and Resignation	Revised
Administration 1662	Anti-Harassment	Revised
ByLaws 0130	Functions	Revised
ByLaws 0140	Conflict of Interest	Revised
ByLaws 0160	Notice of Meetings	Revised
Classified Staff 4122	Nondiscrimination and Equal Employment Opportunity	Revised
Classified Staff 4140	Termination and Resignation	Revised
Classified Staff 4162	Drug & Alcohol Testing of CDL License Holders	Delete
Classified Staff 4215	Use of Tobacco by Classified Staff	Revised
Classified Staff 4362	Anti-Harassment	Revised
Finances 6320	Purchasing & Bidding	Revised
Finances 6325	Procurement - Federal Grants/Funds	Revised
Finances 6423	Use of Credit Cards	Revised
Operations 8403	School Resource Officer	New Policy



Section	Title	Revised/New Policy/Delete
Operations 8141	Mandatory Reporting of Misconduct by Licensed Employees	Revised
Professional Staff 3122	Nondiscrimination and Equal Employment Opportunity	Revised
Professional Staff 3140	Termination and Resignation	Revised
Professional Staff 3215	Use of Tobacco by Professional Staff	Revised
Professional Staff 3362	Anti-Harassment	Revised
Program 2111	Parent and Family Engagement	Revised
Program 2260	Nondiscrimination and Access to Equal Educational Opportunity	Revised
Program 2370.01	Blended Learning	New Policy
Property 7434	Use of Tobacco on School Premises	Revised
Students 5517	Anti-Harassment	Revised
Students 5517.02	Sexual Violence	Revised
Students 5610	Removal, Suspension, Expulsion & Permanent Exclusion of Students	Revised
Students 5610.02	In-School Discipline	Revised
Students 5610.03	Emergency Removal of Students	Revised
Students 5611	Due Process Rights	Revised

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed.

### **168-18** Approve Contracts and Affiliation Agreements

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

### a) Business Partnership Affiliation Agreements (Attachment Item #17A)

Cornerstone IT Finelli Iron Works Kish Heating & Cooling Inc.
72 Degrees Excalibur Collision Tri County Electric Service

DeNora Tech The Woodsman Tree Co.
Classic Hyundai Fredon Corporation



### b) Marketplace/Events

Agreement between Auburn Career Center and Marketplace Events LLC (MPE) to provide landscaping for the 2019 Great Home and Garden Show, February 1-10, 2019 at the I-X Center. (Attachment Item #17B)

### c) Screen Vision Media

Agreement between Auburn Career Center and Screen Vision Media in the amount of \$5,616 to provide adverting at the Atlas Great Lakes and Atlas Diamond Center movie theaters for 52 weeks. (Attachment Item #17C)

### d) Mall at Great Lakes, LLC

Agreement between Mall at Great Lakes, LLC and Auburn Career Center. The agreement covers the display cart from November 10, 2018 thru November 9, 2019, Easter Bunny Set from March 15, 2019 thru May 6, 2019, in which Auburn Career Center students will design and build a live Easter Bunny Garden to be used as the "Set" and "Backdrop" for Easter photos. (Attachment Item #17D)

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter

and Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed.

### 169-18 Organizational Meeting

A motion was made by Mrs. Javins and seconded by Mr. Miller to establish the date, time, location and president pro-temp for the Organizational Board meeting. The Board President pro-temp is elected to call to order the 2019 Organizational Board meeting and the election of officers.

Date: Tuesday, January 15th, 2019

Time: 6:30 p.m.

Location: Auburn - TLC Building

President Pro-Temp: Erik Walter

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, Mr. Walter, and

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed



### 170-18 Adjourn

A motion was made by Dr. Kolkowski and seconded by Mr. Sedivy to adjourn the meeting at 7:16 p.m.

Roll Call: Ayes: Mrs. Brush, Dr. Culotta, Mrs. Javins, Mr. Kent, Mr. Klima,

Dr. Kolkowski, Mr. Miller, Mr. Sedivy, Mr. Stefanko, 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.



### Attachment Item #9 Render Financial Reports

			Auburn (	Auburn Career Center			4		
			Cash Fund Octobe	Cash Fund Balance Report October 31, 2018					
Fund	Description	FY Beginning	MTO	FYTO	OTW	FYTO	Current	Current	Unencumbered
		Fund Balance	Receipts	Receipts	Expenditures	Expenditures	Fund Balance	Encumbrances	Fund Balance
100	General Fund	\$ 5,965,942.12 \$	430,530.16 \$	4,433,484.01 \$	656,123.81	\$ 3,335,451.33	\$ 7,063,974.80	\$ 1,197,618.63	\$ 5,866,356.17
000	Bond Retirement	0,	\$	\$ -			, \$	1 ×	\$
003	Permanent Improvement Fund	\$ -	\$	\$				•	\$
004	Building	\$ 1,849,284.91 \$	14,583.34 \$	29,166.68 \$	171,388.26	\$ 650,962.39	\$ 1,227,489.20	\$ 1,191,597.87	\$ 35,891.33
900	Food Service	\$ 6,617.41 \$	13,821.92 \$	61,484.19 \$	13,776.59	\$ 54,056.26	\$ 14,045.34	\$ 34,080.24	\$ (20,034.90)
600	USSF	\$ 10,079.61 \$	355.00 \$	7,232.50 \$		- \$	\$ 17,312.11	s	\$ 17,312.11
011	Rotary	\$ 1,398.06 \$	2,380.71 \$	2,845.18 \$	2,429.55	\$ 3,255.86	\$ 987.38	\$ 10,344.14	\$ (9,356.76)
012	Adult Education	\$ 51,950.69 \$	120,384.35 \$	622,557.83 \$	129,090.25	\$ 508,205.27	\$ 166,303.25	\$ 136,020.25	\$ 30,283.00
014	Rotary Internal Service Fund	\$ 2,267.25 \$	107.03 \$	120.72 \$		\$ 769.77	\$ 1,618.20	s	\$ 1,618 20
018	Principal Fund	\$ 9,730.57 \$	\$	56,147.54 \$	1,262.00	\$ 6,919.67	\$ 58,958.44	\$ 19,207.63	\$ 39,750.81
610	Trust Fund-Camp Discovery	\$ 235,831.11 \$	\$	2,345.70 \$	2,864.29	\$ 81,082.67	\$ 157,094.14	\$ 11,183.90	\$ 145,910.24
022	District Agency	\$ 15,710.95	\$	7,665.00 \$		\$ 8,665.00	\$ 14,710.95	\$ 1,000.00	\$ 13,710.95
024	Employee Self Insurance Fund	\$ 18,031.15 \$	\$ -	23,908.69 \$	1,574.50	\$ 10,097.28	\$ 31,842.56	\$ 25,549.08	\$ 6,293.48
70	Capital Projects	\$ 398,399.44 \$	\$	350,000.00 \$	24,976.18	\$ 321,650.12	\$ 426,749.32	\$ 86,801.00	\$ 339,948.32
200	Student Activity Fund	\$ 76,920.43 \$	877.11 \$	1,646.84 \$	1,325.59	\$ 12,889.72	\$ 65,677.55	\$ 7,469.50	\$ 58,208.05
451	Data Communication Fund	\$ - \$	\$ 00.006	900:006			\$ 900.00		\$ 900.00
501	ABLE Literacy Fund	\$ 12,692.58 \$	22,737.30 \$	65,610.22 \$	26,733.23	\$ 105,036.03	\$ (26,733.23)	\$ 3,542.81	\$ (30,276.04)
524	VEPD Secondary and Adult Fund	\$ 33,930.99 \$	\$ 1,957.60 \$	165,324.97 \$	13,884.00	\$ 213,139.96	\$ (13,884.00)	\$ 71,884.84	\$ (85,768.84)
299	Miscellaneous Fed Grants (REAP)	\$	16,710.00 \$	16,710.00 \$	1,865.00	\$ 18,575.00	\$ (1,865.00)	· ·	\$ (1,865.00)
	County Totals	¢ 0 600 707 37 ¢		205 208 E3 ¢ C 807 150 07 ¢ 1 047 293 35 ¢	1 047 203 25	¢ 5 330 756 33 ¢		9 205 181 01 \$ 2 796 299 89 \$	\$ 6.408.881.12
		\$ 0'0000'00'5'	١.	c (0.061, 140,6	1,047,433.43			4 441 30 433.03	
The land of the land									

This is an unaudited financial report.

						Auburn Career Center Appropriation Account Summary 10/31/18	Career Ce n Account 5 10/31/18	Summary				<b>m</b>	
											THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO PERSONS ASSESSED.		STATE OF THE PARTY
	Dec	1000	FYTD	Carr	Carryover	FYTD		FYTD		C C		FYE	Percent
Frand	Description	1000	Appropriated	Encum	ncumbrances	Expendable		Expenditures	Exp	Expenditures	Encumpered	Remaining	Exp/Enc
100	General Eurid	41	\$ 9,495,962.35	\$ 115	115,351.03	\$ 9,611,313.38	.38 \$	3,335,451,33	69	656,123.81 \$	1,197,618.63	\$ 5,078,243.42	47.16%
600	Bond Bettrement		\$ 623.432.29	69	,	\$ 623,432.29	.29 \$		49			\$ 623,432,29	0.00%
200	Permanent Improvement			69			69		69	1		,	0.00%
909	Construction		\$ 397.051.37	\$ 1.540	1.540,318,00	1,937,369.37	.37 \$	620,962.39	49	171,388.26 \$	1,191,597.87	\$ 94,809.11	9.00%
900	I sackroom: Fund		173,319.59	69	6,617.41	\$ 179,937.00	\$ 00.	54,056.26	69	13,776.59 \$	34,080.24	\$ 91,800.50	48.98%
600	Uniform School Supply, Fund		\$ 17,312.11	69		17,312.11	3 11.		49	-		\$ 17,312.11	0.00%
011	Customer Service Fund	07	\$ 80,849.80	69	,	\$ 80,849.80	\$ 08"	3,255.86	49	2,429.55 \$	10,344.14	\$ 67,249.80	16.82%
012	Adult Education Fund		\$ 1.488,200.46	\$ 22	22,708.23	\$ 1,510,908.69	\$ 69	508,205.27	49	129,090.25 \$	136,020.25	\$ 866,683.17	42.64%
014	Rotary Internal Service Fund	97	\$ 2,559.97	4	1,000.00	3,559.97	\$ 76.	74.697	49	,		\$ 2,790.20	21.62%
018	Principal Fund		\$ 50,750.00	\$	8,980.57	\$ 59,730,57	\$ 75.	6,919.67	49	1,262.00 \$	19,207.63	\$ 33,603.27	43.74%
610	Other Grants		\$ 219,766.81	\$ 18	8,410.00 \$	\$ 238,176.81	\$ 18.	81,082.67	69	2,864.29 \$	11,183.90	\$ 145,910.24	0.00%
022	Scholarships	100	\$ 21,375.95	69	2,000.00	\$ 23,375.95	\$ 56	8,665.00	69		1,000.00	\$ 13,710.95	41.35%
024	Employee Benefits	47	\$ 58,880.00	69	,	\$ 58,880.00	\$ 00"	10,097.28	49	1,574.50 \$	25,549.08	\$ 23,233.64	60.54%
202	Capital Projects	47	\$ 358,847.39	\$ 386	\$89,552.05	\$ 748,399.44	.44 \$	321,650.12	49	24,976.18 \$	86,801.00	\$ 339,948.32	54.58%
200	Student Activities		\$ 78,022.01	69	545.26	\$ 78,567.27	.27 \$	12,889.72	69	1,325.59 \$	7,469.50	\$ 58,208.05	25,91%
451	School Net Connectivity		1,800.00	49		1,800.00	\$ 000		49	•		\$ 1,800.00	0,00%
501	ABLE Literacy Fund		\$ 336,491.55	\$ 12	2,692.58	\$ 349,184.13	.13 \$	105,036.03	49	26,733.23 \$	3,542.81	\$ 240,605.29	31.10%
524	VEPD Secondary and Adult		\$ 352,735.77	8	33,930.99	\$ 386,666.76	\$ 97	213,139.96	49	13,884.00 \$	71,884.84	\$ 101,641.96	73.71%
599	REAP		\$ 40,468.00	69	,	\$ 40,468.00	\$ 00	18,575.00	€9	1,865.00 \$	The second second	\$ 21,893.00	0.00%
	Grand Total	Total	\$ 13,797,825,42	\$ 2,15	152,108,12	15,949,931,54	54 5	5,330,756,33	-	1,047,293,25 \$	2,736,299,89	7.872.875.32	20.95%

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

					fonth	Aubu ly Histo	Auburn Career Center Monthly History Comparison-General Fund	arison	enter-Gene	ral Fun	73	ed a					ဗ
			Mon	Monthy Comparison	ison		October 31, 2018	1, 2018 Note		An	nual C	Annual Comparison	uo				33%
		Oct FY17	(11)	Oct FV18	Ó	Oct FY19	Avg Chg		Actu	Actual 2017	Actus	Actual 2018	Bud	Budget 2019	Remain 2019		Budget Expended
Domonno															(-) Good	P	
Dael Ectate		\$ 2.116.647		\$ 2.639.733	64	2.566.948			\$ 4.	4,663,062	\$ 49	4,916,774	\$	4,760,941	\$ 2,19	2,193,993	54%
Compercial		418		,	69				69	880,869		919,294	69	919,135	\$ 919	919,135	%0
Tangible Personal (PII)		8 194	194 533 \$	209.957		188.399				419,558		414,345	69	390,899	\$ 200	202,500	48%
Foundation			666.940	800.873		806,702			2	2,194,823	\$ 2,3	2,394,304	\$	2,363,925	\$ 1,55	1,557,223	34%
PI Reimb			-								69		69		69		#DIA/0i
Homestead & Rollback			193.084 \$	204.393		411,172				787,438	69	809,948	69	810,827	\$ 39	399,655	21%
Other			394,027 \$	338,064		401,027			69	379,956	\$	409,978		448,386		47,359	%68
	Subtotal	\$ 3,983,677	\$ 119	4,193,020	49	4,374,248				9,325,706	8,00	9,864,643	69 60	9,694,113	\$ 5,319	5,319,865	45%
Frnence															(+) Good	po	
Salaries		\$ 1,370,211	2111	1,319,754	69	1,284,025	-3.2%		\$ 4,	4,107,214	\$ 3,8	3,821,328	69	3,962,345	\$ 2,678	2,678,320	32%
Benefits			565.786 \$	564,758	69	585,996	1.8%			1,662,612	\$ 1,7	1,730,209	59	1,836,299	\$ 1,25	1,250,303	32%
Purchased Services		\$ 486	486,825 \$	550,966	69	489,769	1.0%		\$ 1,	1,221,824	\$ 1,4	1,441,037	59	1,636,268	\$ 1,14	1,146,499	30%
Supplies		\$ 220	220,830 \$	237,185	64	240,184	4.3%		69	416,225	\$	428,385	<b>~</b>	441,237	\$ 20	201,053	54%
Capital Outlay/Equipment		\$ 20	20.213 \$	95,018	<b>64</b>	137,397	207.3%			295,409	S	175,255	49	320,359	\$ 182	182,962	43%
Summer Projects		\$ 83	83,221 \$						<del>69</del>	83,221	49		<del>69</del>	٠	S		%0
Other		\$ 52	52,280 \$	54,392	69	49,474	-2.5%			133,047	~	132,419	69	136,392		86,918	36%
	Subtotal	2,7		\$ 2,822,073	69	2,786,845	-0.2%		\$ 7.5	7,919,552	S 7,7	7,728,633	99 99	8,332,900	\$ 5,54	5,546,055	33%
Revenue/Expense (Operating Balance)		\$ 1,184,312	312	\$1,370,947		\$ 1,587,403			& J,	1,406,155	\$ 2,1	2,136,010	€ <del>\$</del>	1,361,213			
Other Uses		48	\$ 884 \$	40 575	4	59 233			e.	58.884	69	57.516					
Advances Out						114,000			• ••	40,575		82,468					
Transfers			116,202 \$	403,169		434,605			\$ 1,0	1,006,878	65	989,772					
		\$ (57	\$ (815,73)	(362,594)	\$ (1	(489,372)			S	(698,569)	\$ (1,0	(1,014,724)					
100	Cultitatal	e 6 112 670		¢ 6 110 509	v	TAR 080 F			4	5 904 707	8 70	7 069 633					
Ending Cash	Sapromi	\$ 5,554,060		\$ 5,853,006	÷ •	7,063,973				4,844,652		5,965,939					
Promphonono		4 1145 246	3 950	980 832	4	1 197 619			64	99,104		115.351					
Encumbrances		4 1,13			9	,12,,012			•	22,101		2000					
Information taken from Form SM-2 as renorted to OF	m SM-2 as	renorted	ار ا														

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

Page: (CHEKPY)

AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018 ALL CHECKS SELECTED

CHECK AMOUNT	000000	05259 05259 06256	150.00 536.00 34.40 1,188.78 358.00 16,396.00 738.29 4,000.00 2,656.00	80.00 2,600.00 662.50 1,314.92 263.60 3,985.15 300.00 1,408.00 5,400.00 1,184.13 16,209.76	254.69 57.39 714.39 45.00 1,319.53 6,716.07 870.42 4,827.53
BANK CODE					
	2/201 2/201 2/201 2/201 2/201	279999	0/10/2018 0/11/2018 0/11/2018 0/11/2018 0/09/2018 0/10/2018 0/10/2018	0/09/2018 0/26/2018 0/12/2018 0/10/2018 0/10/2018 0/10/2018 0/11/2018 0/11/2018 0/11/2018	0/11/2018 0/15/2018 0/10/2018 0/09/2018 0/09/2018 0/11/2018 0/11/2018
STATUS/DATE		ledadadada	RECONCILED:10 RECONCILED:10 RECONCILED:10 RECONCILED:10 RECONCILED:10 RECONCILED:10 RECONCILED:10 RECONCILED:10	RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/ RECONCILED:10/	RECONCILED: 10
8	153 163 162 162 162	041632 041627 041625 041625 041625 041623 041623	041013 041354 000989 008170 041382 041167 010827 013596	000499 041593 001017 000482 010359 010442 040167 041159 041380 041380	041457 008616 008163 004099 000682 013500 010328 041176
VENDOR	ADAM GEORG SHAUN JUSTI DANIE	KYLE SHANE (TANA K) TANA K) KHEWAN, NIECY IELISA MICHEL: TRACEY SUNRISH	CMRS-POC  AMY RAN  EAGLE ADVERTISING LCC  84 LUMBER  COMDOC INC.  CHICAGO TITLE COMPANY, LLC  GCA SERVICES GROUP  ASCD  OACTS  VERITIV OPERATING COMPANY  VERITIV - VALLEY VIEW  LAKE COUNTY EDUCATIONAL  SERVICE CENTER		ELBER SUPELY LLC HEMLY TOOL SUPPLY INC. IRRIGATION SUPPLY LAKE HEALTH OHIO ACTE LBL PRINTING CENGAGE LEARNING FUTURE IMAGE PROMOTIONS CLEVELAND PUNCH & DIE CO.
DATE	10/02/2018 10/02/2018 10/02/2018 10/02/2018 10/02/2018	10/02/2018 10/02/2018 10/02/2018 10/02/2018 10/02/2018 10/02/2018 10/02/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018
TYPE		***************************************	********	3333333333333	******
CHECK	048413 048414 048414 048415 048416 048410	0484119 0484119 048422 0488421 0488422 0488423 048423 048423	048420 048430 048430 048432 048433 048433 048436 048436 048436	048439 048440 048440 048441 048444 048446 048446 048446 048440 048440 048460 048450	048453 048453 048455 048455 048455 048456 048459 048459

N

Date: 11/01/2018 Time: 8:46 am

AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018 ALL CHECKS SELECTED

IOUNT	1	000	.65 .26 .20 .87	.01	. 000	000	. 91 . 98	.31 .60 .92	. 63	00.00	. 63
CHECK AMOUNT	106.	2,274. 72. 23,595. 4,424.	876 557 2,052 2,086 2,323 4,113	1,370	9,064.9 1,950.0 4,897.0 7,400.0	3,780.00 22,000.00 5,260.00 1,514.96 1,800.00	38	152 152 95	158 24,640 8,890	820 383 1,000 1,344	2,874. 371.
ij						``			ч		
!											
CODE	1										
BANK		2018 2018 2018 2018	2018 2018 2018 2018 2018	2018	2018 2018 2018	0/2018 0/2018 7/2018 9/2018 9/2018	2018	2018 2018 2018	018 018 018	018 018 018 018	018 018 018
	RECONCILED:10/09/2018 RECONCILED:10/10/2018	RECONCILED: 10/11/2 RECONCILED: 10/17/2 RECONCILED: 10/12/2 RECONCILED: 10/11/2	RECONCILED: 10/15/201 RECONCILED: 10/09/201 RECONCILED: 10/12/201 RECONCILED: 10/10/201 RECONCILED: 10/10/201 RECONCILED: 10/10/201 RECONCILED: 10/12/201	10/10/	RECONCILED:10/16/201: RECONCILED:10/10/201: RECONCILED:10/10/201:	RECONCILED: 10/10/2018 RECONCILED: 10/10/2018 RECONCILED: 10/17/2018 RECONCILED: 10/09/2018 RECONCILED: 10/09/2018 RECONCILED: 10/09/2018	00	1 111	:10/09/2018 10/10/2018 :10/16/2018	0/16/2 0/17/2 0/19/2 0/25/2 0/15/2	0:10/17/2018 0:10/15/2018 0:10/17/2018
STATUS/DATE	CILED: CILED:	CILED: CILED: CILED: CILED:	CILED: CILED: CILED: CILED: CILED: CILED: CILED:	RECONCILED:10/10/	CILED	RECONCILED: 10/10/ RECONCILED: 10/10/ RECONCILED: 10/17/ RECONCILED: 10/09/ RECONCILED: 10/09/ RECONCILED: 10/09/	RECONCILED:10/0 RECONCILED:10/0			TLED	RECONCILED:10/1 RECONCILED:10/1 RECONCILED:10/1
STATU	RECON	RECON RECON RECON	RECON RECON RECON RECON RECON	RECON	RECON RECON	RECON RECON RECON RECON RECON	RECON	RECONCILED RECONCILED RECONCILED	RECONCILED VOID: RECONCILED	RECONCILED:10/16/2018 RECONCILED:10/17/2018 RECONCILED:10/19/2018 RECONCILED:10/25/2018 RECONCILED:10/15/2018	RECONCILED RECONCILED RECONCILED
VENDOR	<b>~</b>	007258 013042 000925 000812	000215 0004003 0000925 000171 013078 011038	10207	041340 008219 041403 041582	041546 041569 041545 011447 013523	11608	041184 040207 041446 012964	010043 000480 007727	040316 000551 040116 040813	41115 41602 41179
5	ÕÕ		00000000	010		000000000000000000000000000000000000000	004	4000	000		
		CO., INC. NORTHEAST NY		CES	COMPANY	TING			赶上	C. IP, INC C ATES	CE INC
	ERS		UTIL. OHIO APANY TEANY S, INC.	SERVI	DH.	C DESIGNS  E INSULATION COMPAN  WELDING			TIREMN RETIRE	CE, INC. RE TNERSHIF VE, INC ASSOCIAT	VICES SERVI KO
	ZEPPE'S PIZZERIA ASSOCIATED BUILDERS	C TOOL C CABLE - NG COMPANY S COUNCIL	NATURAL GAS CITY OF P'VILLE UTIL. DOMINION ENERGY OHIO ILLUMINATING COMPANY ATET JOHNSTONE SUPPLY LOWE'S COMPANIES, INC BARRINGTON CONSULTING	GROUP INC HOME DEPOT CREDIT SERVICE	DEST 34-250/4958/6/ WASSERSTROM COMPANY A.J. GOULDER ELECTRIC SUMMIT PAINTING LLC M-A RESTORATION AND	CUSTOM MILLWORK DESIGNS WARREN ROOFING & INSULATI BROCK CONSTRUCTION COMPAN ELSEVIER META SOLUTIONS META SOLUTIONS ADVANCED GAS & WELDING	<u> </u>	ANDREA TRACY A STEPHANIE WIENCEK ALLISON ESACK BARB GORDON	A CARRIE MCVICKER STATE TEACHERS RETIREMNT SCHOOL EMPLOYEES RETIRE- MENT SYSTEM	FIRE-SAFETY SERVICE, INC. CRILE ROAD HARDWARE GEAUGA GROWTH PARTNERSHIP O'REILLY AUTOMOTIVE, INC. JOHN D. PREDUER & ASSOCIATION	* ASSOCIATES INC ASAP SANITARY SERVICES COUNTRYSIDE TRUCK SERVICE HENGST STREFF BAJKO
	ZEPPE'S PIZZERI ASSOCIATED BUIL	SHOP SUPPLY 5 TIME WARNER C ILLUMINATING OHIO SCHOOLS	NATURAL GAS CITY OF P'VILLE DOMINION ENERGY ILLUMINATING COM ATÆT JOHNSTONE SUPPLY LOWE'S COMPANIES BARRINGTON CONSU	DEPOT	SALLOS GOULDE T PAIN	CUSTOM MILLWORK WARREN ROOFING BROCK CONSTRUCT ELSEVIER META SOLUTIONS ADVANCED GAS &	SOLUTIONS L DAVID COWEN JARED ROGGE	ANDREA TRACY A STEPHANIE WIE ALLISON ESACK	A CARRIE MCVICKER STATE TEACHERS SCHOOL EMPLOYEE MENT EVENEM	CRILE ROAD HARDW CRILE ROAD HARDW GEAUGA GROWTH PA O'REILLY AUTOMOT JOHN D. PREUER &	SANITA RYSIDE T STRE
VENDOR	ASSOCIAT	SHOP	NATURAL NITY OF DOMINION ILLUMINA ATGT JOHNSTON LOWE'S C	GROUP HOME I	MASSE A.J. SUMMI M-A B	CUSTOM MARREN R BROCK CO ELSEVIER META SOL ADVANCED	DAVID	ANDRE A STEPH ALLIS BARB	A CARRI STATE SCHOO	FIRE- CRILE GEAUG O'REI JOHN	ASAP COUNT HENGS
	10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/05/2018	10/05/2018 10/05/2018 10/05/2018 10/05/2018	10/05/2018 10/10/2018 10/10/2018	10/11/2018 10/11/2018 10/11/2018 10/11/2018 10/11/2018	/2018 /2018 /2018
DATE	10/01	10/01	10/05	10/05	10/05 10/05 10/05	10/05 10/05 10/05 10/05	10/05	10/05 10/05 10/05	10/05 10/10 10/10	10/11/2018 10/11/2018 10/11/2018 10/11/2018 10/11/2018	10/11/2018 10/11/2018 10/11/2018
TYPE	33	3333	333333	3	2222	22233	33	2 2 2 2	333	****	333
CHECK	048461 048462	048463 048464 048465 048466	048467 048468 048469 048470 048471 048472	048474	048475 048476 048477 048477	048479 048480 048481 048482 048483	048485 048486	048487 048489 048489	048491 048492 048493	048494 048495 048496 048497 048498	048499 048500 048501
υi	_			_		22000	J J	5 556	000	00000	000

## AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018 ALL CHECKS SELECTED

Page: (CHEKPY)

CHECK AMOUNT	41,081.00 73.05 1,865.00 1,713.19	1,000.00 700.00 25,407.19 970.00	970.63 970.63 970.63 970.63	2,431.12 2,431.12 940.63 234.63 641.72	263.00 2,431.12 2,431.12 2,431.12 25,431.12 25,563.62 8,648.83	500.00 496.25 2,381.60 659.04 1,350.00 570.00	1,681.00 200.00 200.00 110.52 50.69 1,603.04 163.83 162.00
BANK CODE	6/2018 4/2018 5/2018 9/2018	9/2018 6/2018 8/2018 9/2018	9/2018 9/2018 9/2018 9/2018 9/2018	8/2018 9/2018 9/2018 9/2018	9/2018 6/2018 0/2018 6/2018 0/2018	10/30/2018 10/31/2018 10/26/2018 10/31/2018	9/2018 1/2018 6/2018 1/2018 9/2018 9/2018 1/2018
STATUS/DATE	RECONCILED: 10/16/2018 RECONCILED: 10/24/2018 RECONCILED: 10/15/2018 RECONCILED: 10/19/2018	RECONCILED:10/19/ RECONCILED:10/16/ RECONCILED:10/18/ VOID: 10/17/	RECONCILED: 10/19/2018 RECONCILED: 10/19/2018 RECONCILED: 10/19/2018 RECONCILED: 10/19/2018 RECONCILED: 10/19/2018	VOLD: 10/1 VOLD: 10/2 RECONCILED:10/1 RECONCILED:10/1	RECONCILED:10/29/2018 RECONCILED:10/26/2018 VOID: 10/30/2018 RECONCILED:10/26/2018 RECONCILED:10/30/2018 RECONCILED:10/29/2018	RECONCILED:10/30/2018 RECONCILED:10/31/2018 RECONCILED:10/26/2018 RECONCILED:10/31/2018 VOID: 10/29/2018	RECONCILED: 10/29/2018 RECONCILED: 10/29/2018 RECONCILED: 10/31/2018 RECONCILED: 10/26/2018 RECONCILED: 10/29/2018 RECONCILED: 10/29/2018 RECONCILED: 10/30/2018 RECONCILED: 10/30/2018
VENDOR	011586 041638 041610 041637	040116 041409 000480 041463	041480 041481 041481 041479	041504 041636 041463 041504 041504	041644 041644 041642 041636 041635 000480	012857 000171 000134 001877 007127	041459 041437 041620 0000650 008616 041410 001141
VENDOR	!	FINANCIAL SERVICES, INC GEAUGA GROWTH PARTNERSHIP, INC HPS, LLC STATE TEACHERS RETIREMNT CARMEN ADAMS		STACY E SHANIEC LAKEETP CARMEN STACY E ETHAN W	DAKOT WAKER STACY SHANI CHARN STATE STATE	MENT SYSTEM D & S DIVERSIFIED TECHNOLOGIES AT&T LAKE COUNTY EDUCATIONAL SERVICE CENTER OHIO DEPT OF JOB & FAMILY SERVICES SERVICES FAMILY. CAREER AND COMMUNITY	LEADERS OF AMERICA WELLS FARGO VENDOR D & S COLOR SUPPLY DENT WIZARD INTERNA REFRIGERATION SALES HEMLY TOOL SUPPLY I ANDY'S AUTO PARTS L ANDREW FADE PREMIER PAINT TECHNOLOGIES, INC. CHARDON OIL CO. ENCORE GARAGE OF OH THE PADDEN GROUP LL
DATE	10/11/2018 10/11/2018 10/11/2018 10/11/2018	10/11/2018 10/11/2018 10/11/2018 10/17/2018	10/1/2018 10/17/2018 10/17/2018 10/17/2018 10/17/2018	10/17/2018 10/17/2018 10/17/2018 10/17/2018 10/18/2018	10/24/2018 10/24/2018 10/24/2018 10/24/2018 10/24/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018
TYPE	***	B B B O O	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	ппппппп	***	333 3 33	223333 3 33
CHECK	048502 048502 048503 048503	048506 048507 048508 048508	048511 048511 048512 048513 048514	048516 048517 048517 048518 048520	048523 048524 048524 048526 048525 048527 048528	048531 048531 048533 048533 048533	0 488536 0 488538 0 488538 0 488538 0 488538 0 488543 0 488543 0 488543

Page: (CHEKPY)

Date: 11/01/2018 Time: 8:46 am

AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018 ALL CHECKS SELECTED

AMOU	13.25 13.25 13.25 1,582.65 103.50 830.00 97.98 2,000.00	283.24 704.50 94,060.26 2,166.55 2,670.00 1,866.67	217.00 25.00 624.00 377.14 2,005.41 2,005.41 3,000.00 145.00 107.52	3,924.00 1,977.00 4,610.32 6,396.13 1,428.71 1,428.71 353.55 209.11	2,936.22 39.57 39.57 41.42 16.95 204.85 36.58
CODE					
STATUS/DATE BANK O	CONCILED: 10/30/2018 CONCILED: 10/30/2018 CONCILED: 10/30/2018 CONCILED: 10/30/2018 CONCILED: 10/30/2018 CONCILED: 10/29/2018	RECONCILED:10/31/2018 RECONCILED:10/30/2018 RECONCILED:10/30/2018 RECONCILED:10/29/2018 RECONCILED:10/26/2018	RECONCILED:10/30/2018 RECONCILED:10/30/2018 RECONCILED:10/30/2018 RECONCILED:10/29/2018 RECONCILED:10/31/2018 RECONCILED:10/31/2018 RECONCILED:10/31/2018	RECONCILED:10/30/2018 RECONCILED:10/29/2018 RECONCILED:10/29/2018 RECONCILED:10/29/2018 RECONCILED:10/29/2018 RECONCILED:10/29/2018 RECONCILED:10/30/2018	RECONCILED: 10/31/2018 RECONCILED: 10/29/2018 RECONCILED: 10/26/2018 RECONCILED: 10/26/2018 RECONCILED: 10/26/2018 RECONCILED: 10/26/2018 RECONCILED: 10/26/2018 RECONCILED: 10/26/2018
NDO	01355 010355 010355 001406 000171 040531 041552 041180	000240 001846 041077 040813 000376	012426 011455 040250 041338 010610 010610 040994 041619 041115	040583 013500 010665 040056 041167 011792 000466	002108 041176 041617 041615 041608 041013 008279
	AGM ENERGY AADISON LO A.M. LEONAJ ATÉT AUTOMOTIVE SMOCKER BY LAKE CTY DE PENNCARE STS EDUCATI	INSTITUTE, LLC CHAGRIN VALLEY AUTO PARTS LAKE COUNTY NURSERY FIFTH THIRD BANK O'REILLY AUTOMOTIVE, INC ACTE LAKE COUNTY EDUCATIONAL	SERVICE CENTER WILLO TRANSPORTATION GAZETTE NEWSPAPERS SCREENVISION DIRECT SHELL ILLUMINATING COMPANY ILLUMINATING COMPANY ILLUMINATING COMPANY TIME WARNER CABLE - NORTHEAST PLATTENBURG AND ASSOC., INC. TODAY'S FAMILY MAGAZINE ASAP SANITARY SERVICES SYSCO FOOD SERVICES OF CLEVELAND	WELLS FARGO FINANCIAL LEASING LBL PRINTING 4 IMPRINT, INC. REFRIGERATION SALES CORP. LANDSTYLES, INC GCA SERVICES GROUP THYSSENKRUPP ELEVATOR CORP. GRAINGER MARS ELECTRIC CO. MAJOR WASTE DISPOSAL	
DATE	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018 10/25/2018
TYPE	1	333333	**********	********	*******
CHECK	0 0 4 8 8 5 4 5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	048555 048556 048557 048558 048558 048559	048561 048563 048564 048564 048565 048567 048567 048569 048569	048572 048574 048575 048575 048576 048577 048570 048570	048582 048584 048584 048586 048586 048588 048589

Date: 11/01/2018 Time: 8:46 am

ហ

### AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018 ALL CHECKS SELECTED

CHECK AMOUNT	10.68	724.62 150.00 590.08 1,669.50 3,002.06 1,866.67	409.55 72.08 746.05 1,538.86 370.00	640.50 909.59 570.00	3,348.12 2,431.12 1,101.12 223,899.93 149.35	102,655.27 76.58 1,304.17	222,657.18 25,563.62 8,648.83	23.25 1,001.92 3,298.61 3,241.15 983.85 1,158.24	449.05		
CODE	l										
BANK	/26/2018	:10/26/2018 :10/29/2018 :10/31/2018 :10/31/2018 :10/30/2018	/31/2018	/31/2018	/31/2018		10/26/2018 10/25/2018 10/25/2018		/31/2018		
STATUS/DATE	RECONCILED: 10	RECONCILED: 10/26/2018 RECONCILED: 10/29/2018 RECONCILED: 10/31/2018 RECONCILED: 10/31/2018 RECONCILED: 10/30/2018	RECONCILED:10/31/2018 RECONCILED:10/31/2018	RECONCILED:10/31/201	RECONCILED:10/31/201 RECONCILED:10/26/201		RECONCILED:10/2 VOID: 10/2 VOID: 10/2		RECONCILED:10/31/2018	66,225.95 939,386.54	696.7 341.4 140.9 0.0 125.4
VENDOR	041184	041504 040874 010092 010328 010092	010092 013042 004003 010092 000532	012424 010092 013669	010092 041636 041643 999999	999998 900663 900926	999999 000480 007727	900663 900950 900663 900663 900950	999994	939,	1352 1344 38
VENDOR	ANDREA TRACY		SERVICE CENTER HUNTINGTON NATIONAL BANK TIME WARNER CABLE - NORTHEAST DOMINION ENERGY OHIO HUNTINGTON NATIONAL BANK CINTAS CORPORATION	LOCATION 259-T90 PEPPLE & WAGGONER, LTD. HUNTINGTON NATIONAL BANK FAMILY, CAREER AND COMMUNITY	LEADERS OF AMERICA HUNTINGTON NATIONAL BANK SHANIECE FARLEY AMBER STAPLETON PAYFOLL FLEX SAVE	MZ: 04 ZW 8317 LAKE COUNTY SCHOOLS COUNCIL BANK ONE/MEMO/MEDICARE SERS	MEMO ONLY Payroll STATE TEACHERS RETIREMNT SCHOOL EMPLOYEES RETIRE-		MEMO ONLY MEDICAL MUTUAL OF OHIO MEMO ONLY AUBURN CAREER CENTER	8 CHECK TOTALS 171 CHECK TOTALS	TOTAL TOTAL TOTAL TOTAL
DATE	10/25/2018	10/25/2018 10/29/2018 10/30/2018 10/30/2018 10/30/2018	10/30/2018 10/30/2018 10/30/2018 10/30/2018	10/30/2018 10/30/2018 10/30/2018	10/30/2018 10/31/2018 10/31/2018 10/10/2018 10/09/2018	10/09/2018 10/16/2018 10/11/2018	10/25/2018 10/25/2018 10/25/2018	10/25/2018 10/25/2018 10/25/2018 10/10/2018 10/10/2018	10/31/2018 10/31/2018	VOIDED CHECKS RECONCILED CHECKS	WARRANT CHECKS MEMO CHECKS REFUND CHECKS INVESTMENT CHECKS TRANSFER CHECKS
TYPE	3	# # # # # # # # # # # # # # # # # # #	****	223	ZUWUZ	EEE	UZZ	<b>ZZZZZ</b>	Z H	V VOIDED CHECKS R RECONCILED CH	WARRANT CHECKS MEMO CHECKS REFUND CHECKS INVESTMENT CHECKS TRANSFER CHECKS
CHECK	048592	048594 048594 048594 048596 048596	048599 048600 048601 048602 048603	048604 048605 048606	048607 048608 048609 990835	990837 990838 990839	990840 990841 990842	9900843 9900844 9900845 990845 990846	990849	V VOID R RECO	W WARR W WEMO B REFU I INVE

Date: 11/01/2018 Time: 8:46 am

## AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 10/01/2018 AND 10/31/2018

9

Page: (CHEKPY)

	VENDOR STATUS/DATE BANK CODE					
	BANK CODE					
ALL CHECKS SELECTED	VENDOR STATUS/DATE	0.00	446,557.11		1,086,635.78	1,152,861.73
ALL C	VE	CHECK	CHECK TOTALS		** TOTAL NET	*** GRAND TOTALS
		0	7	0	205	213
	TYPE DATE VENDOR	D DISTRIBUTION CHECKS	PAYROLL CHECKS	MISSING CHECKS	TOTAL CHECKS (LESS VOIDED)	TOTAL CHECKS WRITTEN
	CHECK	Q	U		*	* * *

Auburn Career Center Bank Reconciliation October 31, 2018	E
Dollar Bank - Main Depository	\$ 6,754,386.88
O/S checks - a/p	\$ (33,214.36)
O/S checks - p/r Payroll Accum (O/S)-Checks NI	\$ (2,493.85)
Petty Cash	\$ 400.00
Change Funds	\$ 287.00
Net Operating Check + Cash	6,719,057.81
Health Care Deductible Pool - Dollar	\$ 25,549.08
Flexible Spending Account - Dollar	\$ 6,293.48
Star Ohio	\$ 103,894.63
Fifth - Third Construction Investment - Interest Only	\$ 1,864.67
Net Available Cash	\$ 6,856,659.67
Investments:	
UBS Financial	\$ 2,347,872.02
Total Investments	\$ 2,347,872.02
Balance per bank	\$ 9,204,531.69
Balance per books	\$ 9,205,181.01
+/- FSA Monthly Deduction Adjustment	\$ (649.32)
	\$ 0.00

Investments Report		F
Institution		Amount
UBS Financial	\$	2,347,872.02
	NAME OF TAXABLE PARTY.	\$2,347,872.02

Programs Programs Programs Patient Centered Care (Nursing) EMT Basic EMT Paramedic Cost Adult Education (Hrly Programs) Customized HVAC Territgeration Manufacturing Operations (Indust Maint) Scrutcural Systems (Facilities Management & Bidg Tech) Scrutcural Systems (Facilities Management & Bidg Tech) Strutcural Management & Bidg Tech) Strutcural Management & Bidg Tech) Strutcural Management & B	389,000 \$ 22,345 \$ 31,713 \$ 32,713 \$ 32,713 \$ 31	FY19  Rev 107,499 \$ 115,563 \$ 6,472 \$ 6,472 \$ 12,957 \$ 11,390 \$ 9,532 \$ 11,254 \$ 11,257 \$ 11,	Adult Worl  108,373 \$ 20,626 \$ 46,847 \$ 1,885 \$ 1,885 \$ 1,885 \$ 1,885 \$ 1,881 \$ 1,578 \$ 1,581 \$ 2,640 \$ 4,413 \$ 18,113 \$ 6,4413 \$ 8,4413 \$ 8,4349 \$ 8,322,320 \$	Prepared - October 31, 2018       Flat	ED 239,148 (2,403) (2,403) (4,598 (3,787 (2,403) (4,598 (3,787 (2,403) (4,598 (3,787 (2,403) (4,598 (2,110)	Adult Workforce Education - Program Budget History Report  Rev. Bry Rev. Br	விரும் விரும	FY16 Reto 30,810 \$ 300,810 \$ 31,321 \$ 161,656 \$ 1,019 \$ 38,069 \$ 38,069 \$ 173,201 \$ 69,027 \$ 3,459	Eby \$ 321,553 \$ 35,475 \$ 126,059	FY15 Rev \$ 644,468 \$ 29,427	5 423,606 \$ 40,429 \$ 78,437	F714 Rev \$ 564,213 \$	a a
Ito Tech   Section by		25 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	<u> </u>	Rev 406,184 \$ 32,113 \$ 2,139 \$ 4,59 \$ 83,766 \$ 18,599 \$ 42,00	599,148 67,821 105,580 (2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 62,110	C & m	6. 1445 5 1445 5 1445 5 1445 5 1447 5 67,147 5 67,147 5 49,795 5 39,48 5 39,48 5 106,090 5 98,973		\$ 321,553 \$ 35,475 \$ 126,059	Rev \$ 644,468 \$ 29,427	6m 5 423,606 5 40,429 5 78,437	Rev S 564,213	grap (
ino Techt)  set & sking Techt)  set & set		25 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		Act 1799 5 94,752 5 9	399,148 67,821 105,580 (2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 62,110	888,306 44,501 44,501 44,501 5 13,228 601 5 190,340 5 190,340 5 14,218 5 43,835 5 43,835 6 124,560 9 124,560 9 124,560 9 124,560 9 124,560 9 124,560	\$ 296,180 \$ 14,345 \$ 14,345 \$ 17,147 \$ 5,147 \$ 67,147 \$ 67,147 \$ 49,795 \$ 39,346 \$ 30,386 \$ 30,386 \$ 30,386 \$ 30,6090 \$ 106,090	**************************************	\$ 321,553 \$ 35,475 \$ 126,059 \$	\$ 644,468 \$ 29,427	\$ 423,606 \$ 40,429 \$ 78,437	Rev \$ 564,213	grag .
to Tech)  see   Se		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		406,184 \$ 32,113 \$ 148,434 \$ 2,139 \$ 4,350 \$ 83,766 \$ 18,599 \$ 44,820 \$ 44,820 \$ 44,820 \$ 44,820 \$ 44,820 \$ 44,820 \$ 89,752 \$ 89,752 \$ \$	399,148 67,821 105,580 (2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 62,110	\$ 388,306 44,501 5 133,228 6 01 5 190,340 5 190,340 5 14,286 5 55,734 5 55,734 6 124,560 9 124,560 9 124,560 5 9 124,560	\$ 296,180 \$ 14,346 \$ 1,4346 \$ 3,735 \$ 67,147 \$ 67,147 \$ 49,795 \$ 33,240 \$ 33,240 \$ 39,973 \$ 106,090 \$ 98,973	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	\$ 321,553 \$ 35,475 \$ 126,059	\$ 644,468	\$ 423,606 \$ 40,429 \$ 78,437	\$ 564,213 \$	
to Tech) state & side Tech) state of the side of the s	212 000 000 000 000 000 000 000 000 000			32,113 \$ 148,434 \$ 2,139 \$ 4,350 \$ 83,766 \$ 36,970 \$ 14,769 \$ 82,468 \$ 94,752 \$ 94,752 \$ 82,468 \$ 82,468 \$	67,821 105,580 (2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,719 62,110	44,501 5 133,228 5 5,15 6 601 5 190,340 5 14,280 5 5,734 5 55,734 5 124,560 5 124,560 5 97,133	\$ 63,453 \$ 114,346 \$ 114,346 \$ 67,147 \$ 67,147 \$ 49,795 \$ 34,345 \$ 34,345 \$ 39,438 \$ 106,090 \$ 106,090	******	\$ 35,475 \$ 126,059 \$	\$ 29,427	\$ 40,429		\$ 460,761
to Techt)  st & sking Techt)  ss & & & & & & & & & & & & & & & & & &	25	<b>,</b>		148,434 \$ 2,139 \$ 4,350 \$ 83,766 \$ 83,766 \$ 18,599 \$ 44,779 \$ 82,468 \$ 94,752 \$ \$2,468 \$ \$2,468 \$	105,580 (2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 66,110	133,228 5 5,136 601 601 601,340 7 14,218 80,790 8 14,218 8 14,218 8 124,560 9 124,560 9 124,560 9 124,560 9 124,560 9 124,560	\$ 114,346 \$ 8,689 \$ 9,747 \$ 49,795 \$ 964,345 \$ 33,246 \$ 106,090 \$ 106,090	*****	\$ 126,059		\$ 78,437	\$ 32,139 \$	\$ 27,781
to Tech) set of the state of the set of the	* 17	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		2,139 5 4,380 5 83,766 5 83,766 5 18,599 5 44,820 5 44,820 5 86,815 5 86,815 5 87,488 5 94,752 5	(2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 62,110	5,156 601 601 190,340 7,128 5,43,335 5,734 5,128 5,734 6,93,730 97,123	\$ 8.689 \$ 3,735 \$ 67,147 \$ 49,795 \$ 34,345 \$ 33,240 \$ 30,438 \$ 106,090 \$ 106,090	******		\$ 107,532		\$ 72,722 \$	\$ 51,916
in Tech)  set a lidig Tech)	21.	**************************************		2,139 S 4,350 S 83,766 S 18,599 S 18,599 S 44,820 S 44,820 S 44,820 S 89,815 S 89,468 S 94,752 S	(2,403) 4,598 43,643 37,721 1,812 36,787 35,626 37,219 62,110	5,156 601 5,190,340 5,14,218 5,734 5,5,734 5,5,734 5,1,135 6,9,7,135 5,9,7,135 6,9,7,135	\$ 8,689 \$ 3,735 \$ 67,147 \$ 49,795 \$ 34,345 \$ 33,240 \$ 30,438 \$ 106,090 \$ 98,973	*****		\$ 20,200	\$ 16,235	\$ 37,290 \$	36,896
the Techt) & & & & & & & & & & & & & & & & & & &	, 20 00 00 00 00 00 00 00 00 00 00 00 00	~~~~~~~~~~~~~~ <b>~</b>		4.350 \$ 83,766 \$ 83,766 \$ 36,970 \$ 44,820 \$ 42,769 \$ 69,3752 \$ 94,752 \$	4,598 43,643 7,721 1,812 36,787 35,626 37,219 62,110	\$ 190,340 \$ 80,790 \$ 14,218 \$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123	\$ 3,735 \$ 67,147 \$ 49,795 \$ 34,345 \$ 33,240 \$ 30,438 \$ 106,090 \$ 98,973	~~~~~	\$ 2,006	\$ 7,283	\$ 12,080	\$ 18,780 \$	\$ 24,490
to Tech) strate, side Tech) stra	00 00 00 00 00 00 00 00 00 00 00 00 00	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		83,766 \$ 36,970 \$ 18,599 \$ 44,820 \$ 42,769 \$ 82,468 \$ 94,752 \$ 94,752 \$	43,643 	\$ 190,340 \$ 14,218 \$ 14,218 \$ 5,734 \$ 124,560 \$ 98,330 \$ 97,123	\$ 67,147 \$ 49,795 \$ 34,345 \$ 33,240 \$ 30,438 \$ 96,973	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	\$ 20,770	\$ 2,230	\$ 30,329	\$ 27,138 \$	\$ 126,463
ito Techi) \$5 int & shing Tech) \$5 int & shing Tech) \$5 int & 5 int &	00 00 00 00 00 00 00 00 00 00 00 00 00	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		36,970 \$ 18,999 \$ 44,820 \$ 42,769 \$ 69,815 \$ 82,468 \$ 94,752 \$ 94,752 \$ \$	37,721 1,812 36,787 35,626 37,219 62,110	\$ 80,790 \$ 14,218 \$ 43,835 \$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123 \$ 323	\$ 49,795 \$ 964 \$ 34,345 \$ 30,438 \$ 106,090 \$ 98,973	, , , , ,	\$ 61,585	\$ 134,209	\$ 33,762	\$ 154,146 \$	\$ 34,581
to Tech) & Same and Salda Tech) & Sa	000 000 000 000 000 000 000 000 000 00	***********		36,970 \$ 18,599 \$ 44,820 \$ 42,769 \$ 69,815 \$ 82,468 \$ 94,752 \$	37,721 1,812 86,787 35,626 37,219 62,110 111,399	\$ 80,790 \$ 14,218 \$ 43,835 \$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123 \$ 323	\$ 49,795 \$ 34,345 \$ 33,240 \$ 30,438 \$ 106,090 \$ 98,973	w w w	. \$	\$ 16,693	,		
es) the state of t	212 90 00 00 00 00 00 00 00 00 00 00 00 00	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		18,599 \$ 44,820 \$ 42,769 \$ 69,815 \$ 82,468 \$ 94,752 \$ \$	1,812 36,787 35,626 37,219 62,110 111,399	\$ 14,218 \$ 43,835 \$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123 \$ 323	\$ 964 \$ 34,345 \$ 33,240 \$ 106,090 \$ 98,973	es es	\$ 35,629	\$ 50,242	\$ 40,292	\$ 75,916 \$	\$ 36,684
esj skidg Tech) & Sesj skidg Tec	000 00 00 00 00 00 00 00 00 00 00 00 00	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~		44,820 \$ 42,769 \$ 69,815 \$ 82,468 \$ 94,752 \$ \$	36,787 35,626 37,219 62,110 111,399	\$ 43,835 \$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123 \$	\$ 34,345 \$ 33,240 \$ 30,438 \$ 106,090 \$ 98,973	v,	\$ 39,074	\$ 18,692	\$ 21,906	\$ 27,423 \$	\$ 14,864
	21 200 000 000 000 000 000 000 000 000 0			42,769 \$ 69,815 \$ 82,468 \$ 94,752 \$ \$	35,626 37,219 62,110 111,399	\$ 55,734 \$ 124,560 \$ 98,230 \$ 97,123 \$	\$ 33,240 \$ 30,438 \$ 106,090 \$ 98,973		\$ 24,918	\$ 43,781	\$ 5,538	\$ 29,837 \$	\$ 620
. w w w w w w w	000 000 000 000 000 000 000 000 000 00			69,815 \$ 82,468 \$ 94,752 \$ \$	37,219 62,110 111,399	\$ 124,560 \$ 98,230 \$ 97,123 \$ 323	\$ 30,438 \$ 106,090 \$ 98,973	s	\$ 15,795	\$ 32,427	\$ 26,736	\$ 41,100 \$	\$ 26,632
sa www.w.w.w.w.w.w.w.w.w.w.w.w.w.w.w.w.w.	000 000 000 000 000 000 000 000 000 00	w w w w		82,468 \$ 94,752 \$ \$	62,110	\$ 98,230 \$ 97,123 \$ 323	\$ 106,090	S	\$ 19,644	\$ 102,384	\$ 21,240	\$ 94,815 \$	\$ 7,188
Sall of the state	000 000 000 000 000 000 000 000 000 00	w w w w		94,752 \$	111,399	\$ 97,123	\$ 98,973	- S	\$ 77,886	\$ 99,047	\$ 76,369	\$ 139,692 \$	\$ 69,736
g Training 5 5 m Profit/Loss 5 mineg/GED 5 5 t Uniform Supplies 5 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	. 00 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	w w w		\$ \$ \$		\$ 323	a radian	<b>V</b>	\$ 41,293	\$ 77.077	\$ 57.407	\$ 58,422 \$	\$ 40,843
oral Samuge Samu	\$ \$ \$	10 40		\$   \$   \$		-	500	. 40	¢ 12.472				
rogam Profit/Loss Free eming/GED Shebel Uniform Supplies Cop Otal	\$ 612	2		1 067.179   \$			2	٠ · ·	- ×				
S S S S S S S S S S S S S S S S S S S	\$ 617	^		200	CA4 667	E. 4 776 046	¢ 007 ede	4 1 2/18 100	¢ 02E-1EA	¢ 1 205 C03	4 00A 2GE	C. 1. 272 625   C	S OCB ACA
S S S S S S S S S S S S S S S S S S S				When burn	200'Tac	5 4.4.0,5mg	560,100 G	2	274 020			d appropriate to	416 470
S S S S S S S S S S S S S S S S S S S			25,654	000000	170,11/		Ten'ese		670'616		976,100	Maria Constitution	dire, Lin
s s		4 180 \$	1 188	8.122 \$	10.057	355.7	5 7.821	\$ 7.098	\$ 8.471	\$ 54,333	2 145.379	\$ 96.968 \$	230,434
uppiles \$		11 672 \$			_	·	17	<b>V</b> 1	\$ 113.495		_		
\$   \$   Profit/Loss	* */	5	_					s			_		
\$ Profit/Loss	2 000	22.081 \$	18.672 \$	73,860 \$	61,591	\$ 54,538	\$ 36,794	\$ 42,665	\$ 31,636	\$ 34,340		\$ 32,736 \$	37,537
Profit/Loss		37,932   \$	26,769 \$		98,433	\$ 72,945	\$ 186,487	\$ 58,810	193,601	\$ 99,446	\$ 294,291	\$ 137,883 \$	5 367,817
			11,163	The Party and Delivery	1546)	The state of the s	[113,S42]	STATE OF THE PARTY	(94,791)		(194,845)	Market and a second	(229,934
Front Office		FY18	No. of London	FY18		FY17	The second	FY16		FY15		FY14	
· · · · · · · · · · · · · · · · · · ·		Rev	Erp dr3	Rev	Exp	Rev	Enp.	Rev	Enp.	Rev	Exp	Rev	Esp
Revenue \$ 249,000	\$ 000	178,653	\$	257,155		\$ 268,002		\$ 275,408		\$ 300,207		\$ 291,240	
Salaries/Benefits		s	131,220	10	357,034		\$ 410,246		\$ 434,447		\$ 316,424	S	288,117
Services		ss.	14,263	vs ·	52,552		\$ 132,389		\$ 169,930		\$ 98,913	vs ·	50,897
Supplies	100	s	9,454	s)	8,350		\$ 12,780		\$ 4,530		\$ 4,247	vs ·	4,191
	S	40	823	1/3	320		· ·				-	vn ·	,
S S	8	4S	3,356	\$	6,728	The second second	\$ 10,525		\$ 10,471		_		- 1
Total \$ 240,050	240,050 \$	178,653 \$	\$ 911'651	257,155 \$	425,014	\$ 268,002	\$ 565,939	\$ 275,408	\$ 619,378	\$ 300,207	\$ 429,634	\$ 291,240 \$	349,653
Pront Office Over/Under	STATE OF THE PARTY.		19,537	E TOTAL STREET	(167,859)	STATE OF STREET	(297,937		(343,970)	STREET, SQUARE,	129,427	- XX	(58,423
												A 0400 W	
All Adult Workforce \$ 1,309,269	=	STATISTICS OF THE PARTY OF THE	114,353		(42,288)	Short Sales Sandal	142,428		(65,732)		177,054		125,831
FYTD Advances Returned	co	STATE	\$			\$ 110	THE REAL PROPERTY.		THE PERSON	\$ 100,000	のできるというという	\$ 125,000	Name and Address of the Owner, where
AWE Long Term Loan Balance Owed to Gen Fund	S	1,	1,269,000 \$		1.155,000	1,155,000 \$ 1,155,000	SALDER STATES	\$ 1,155,000	Company of the last	\$ 1,155,000	Statement of	\$ 1,255,000	CONTRACTOR OF THE PERSON NAMED IN



## Attachment Item #11 Approve School Law Hotline Agreement



### **2018-2019 SCHOOL YEAR** SCHOOL LAW HOTLINE<sup>SM</sup> AGREEMENT

Auburn Joint Vocational School District Board of Education

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive School Law Hotline SM, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2018-2019 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over \$1 million worth of legal services offered to Ohio's education community. The School Law Hotline<sup>SM</sup> is a registered service mark held by the Firm. More information regarding the School Law Hotline<sup>SM</sup> can be found at www.schoollawhotline.com.

The Educational Institution and Firm enter into this Agreement for the provision of legal services as outlined below for the 2018-2019 school year (i.e., July 1, 2018, through June 30, 2019). This Agreement is at-will and may be terminated by either party at any time.

### SCOPE OF ENGAGEMENT

I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the School Law Hotline<sup>SM</sup>.

### II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorneyclient relationship exists if no legal services are provided in any matter. Moreover, the attorneyclient relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.

### III. School Law Hotline Hours:

- The Firm shall provide the Educational Institution with five (5) pro bono hours of legal A. services for the 2018-2019 school year.
- B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2018-2019 school year, shall be billed at a blended hourly rate of \$285 as compared to the Firm's regular rates of up to \$385 and \$600 per hour which may be billed to the Firm's non-School Law Hotline<sup>SM</sup> clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

### School Law Hotline<sup>SM</sup> Agreement 2018-2019 School Year

### C. Expenses

In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

### 2) Travel Time

- a) If the Firm believes that the presence of a Firm attorney at the Educational Institution office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.
- b) If the Firm believes that the presence of a Firm attorney at the Educational Institution office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.
- D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only, thereby preserving the attorney-client relationship between the Firm and the Educational Institution.
- E. Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.

By:
\_\_\_\_\_\_, Board President

By:
Brian Bontempo, Superintendent

By:
Sherry L. Williamson, Treasurer

Resolution No.:

Auburn Joint Vocational School District Board of Education:

### McGOWN & MARKLING Co., L.P.A.:

By: /s/ Matthew John Markling November 27, 2018
Matthew John Markling Date



Attachment Item #12

Approve Tax Abatement
from MBI Renaissance
Properties, LLC



7 Richmond Street • P.O. Box 601 • Painesville, Ohio 44077 • 440.352.9301 • www.painesville.com

Friday, November 02, 2018

Auburn Career Center Sherry Williamson, Treasurer 8221 Auburn Road Concord, Ohio 44077

Re:

MBI Renaissance Properties, LLC

PP# 15C-008-03

Dear Ms. Williamson:

The City of Painesville has received a request for tax abatement from MBI Renaissance Properties, LLC of Painesville under the Community Reinvestment Area tax exemption program. The application is for the property located at 787 Renaissance Parkway, PP#35A-008-00-003, located in area #1. The abatement is to begin in January 2019, for taxes billed in 2020. The total amount of the abatement requested is \$2,562,310 with an established length of ten years at 100%. A newly constructed addition was completed for expansion in 2018 and the applicant is now applying for abatement. The City is hereby notifying Auburn Career Center of the pending application. The established length of the abatement for new industrial construction is 10 years at 100%.

If you have any comments regarding this abatement, please contact the Economic Development Department within ten working days of receipt of this notice at 440-392-5795.

Cathy Bieterman

**Economic Development** 

City of Painesville



### ECONOMIC DEVELOPMENT DEPARTMENT

### 7 Richmond St., PO Box 601, Painesville, OH 44077 APPLICATION FOR COMMUNITY REINVESTMENT AREA (CRA) TAX EXEMPTION SECTION A. TO BE COMPLETED BY APPLICANT (Please type or print)

1.	MBI Renaissance Properties LLC	10/23/18
	Name of real property owner	Date of application
2.	787 Renaissance Parkway, Painesville, Ohio 44407	35-A-008-0-00-003-0
	Address of subject property	Permanent parcel #
3.	Does this property currently have an abatement? Yes X year initiated 2016	No
4.	Exemption is sought for: a. (check one) New Structure  (Previously non-existent structure)  Remodeling  (Alterations to existing	-
	b. (check one) 1- or 2-family dwelling 3+- family dwelling or commercial/retail	; industrial X
<b>5</b> .	If "industrial", how many permanent jobs will be created in the new facility after construction is of	completed?116
6.	Community Reinvestment Area # 1 [See map]	
7.	Date of project completion 12/31/17	
8.	Does this project involve a structure of historical or architectural significance (check one)? Yes If "YES", please attach written certification of such by the designating agency or authorized age	sNo_X
9.		ch documentation of same.]
10.	Signature of real property owner making application for tax abatement	
11.	Jim Wojtila	
	Name of contact person filling out this application, if different from "1" and "10",	
12.	10095 Queens Way, Chagrin Falls OH 44023	440-543-7526 x2110
*****	Address	Telephone #
SECT	ION B. TO BE COMPLETED BY The City of Painesville	
13.	Legal description of property location 35 A - 008 - 00 - 003	
14.	Verification of CRA: Area 1 Area 2 Area 3	Area 4
15.	Effective date of appropriate local resolution /- 4-9 Q Resolution N	0. 49-95
16.	Verification of construction: New Structure Re	modeling
17.	Project meets requirements for an exemption under ORC 3735.67 (A) (B)	(C)
18.	a. Project involves structure of historical or architectural significance: Ye	s No
	b. Written certification of appropriateness of the remodeling has been submitted by the designating agency or authorized agent.	No No
19.	Period of exemption for this improvement 10 years at 100%	
l certi	ify that the project described hereon meets the necessary requirements of the Economic lity of Palnesyille for a Community Reinvestment Area Program tax exemption. For the City	of Painesville.
	Name and Title	11/2/18



### Attachment Item #14 Human Resources



### **Human Resources**

December 4, 2018

### Extended Days 2018-2019

Staff Name	Program	Days		
Christine Tredent	STNA - Clinicals	Up to 6 Days		

### Adult Workforce Employees 2018-2019

Staff Name	Title	Hourly Amount
Julie Emch	PN Faculty	\$30.00
Carol Robinson	PN Faculty	\$30.00
Jordan Kattler	Automotive Technology	\$25.00

### Substitutes – Classified 2018-2019

Name	Subject Area
Linda Swank	Substitute Kitchen Helper



### Attachment Item #15

Approve Auburn Practical
Nursing Day 2019 &
Evening 2019-2020
Program Calendars

# Auburn Practical Nursing Program Day 2019

막그

27	20	13	6		nS	
28	21	14	7		<b>≥</b>	
29	22	15	00	1	7	Jan
30	23	16	9	2	¥e	January 19
31	24	17	10	ω	롸	19
	25	18	11	4	Ŧ	
	26	19	12	5	Sa	1
	E.1.0					Acceptance

	24	17	10	ω		Su	
	25	18	11	4		S	100
	26	19	12	5		컽	Feb
	27	20	13	6		Tu We Th	February 19
	28	21	14	7		ฮ	y 19
		22	15	00	1	Ţ	
		23	16	9	2	Sa	
2.00	7						

24	17	10	ω		uS	
25	18	11	4		Mo	
26	19	12	5		겁	3
27	20	13	6		We	March 19
28	21	14	7		ฮ	19
29	22	15	œ	<b>F-3</b>	Ŧ	
30	23	16	9	2	Sa	
	25 26 27 28 29	18 19 20 21 22 25 26 27 28 29	11 12 13 14 15 18 19 20 21 22 25 26 27 28 29	4     5     6     7     8       11     12     13     14     15       18     19     20     21     22       25     26     27     28     29	4     5     6     7     8       11     12     13     14     15       18     19     20     21     22       25     26     27     28     29	Mo         Tu         We         Th         Fr           4         5         6         7         8           11         12         13         14         15           18         19         20         21         22           25         26         27         28         29

				_	L	
25	18	11	4		Mo	
26	19	12	5		T	3
27	20	13	6		We	March 19
28	21	14	7		ฮ	19
29	22	15	œ	₽	Ŧ	
30	23	16	9	2	Sa	

_							
	28	21	14	7		Su	
	29	22	15	œ	1	Mo	
	30	23	16	9	2	겁	≥
		24	17	10	ω	€e	April 19
		25	18	11	4	궄	19
		26	19	12	Ç	Ţ	
		27	20	13	თ	Sa	

	26	19	12	5		nS	
	27	20	13	6		<u>N</u>	
	28	21	14	7		겁	3
	29	22	15	∞	<b>j</b>	Tu We Th	<b>May 19</b>
	30	23	16	9	2	ฮ	9
	31	24	17	10	ω	Ţ	
		25	18	11	4	Sa	
118			15.0				

30	23	16	9	2		Su	
	24	17	10	3		Mo	
	25	18	11	4		Tu	<u>_</u>
	26	19	12	5		We	June 19
	27	20	13	6		Th	9
	28	21	14	7		Fr	
	29	22	15	œ	1	Sa	
				T-VA	121.4	Marin at	

Services.	Fuer						
	nS		7	14	21	28	
	<b>≥</b>	1	00	15	22	29	
_	Į.	2	9	16	23	30	
July 19	We	S	10	17	24	31	
9	궄	4	11	18	25		
ŗ	Ŧ	5	12	19	26		
S	Sa	0	13	20	27		
		s sites	FB A	2).(35			- 1

26 27 28 29
12     13     14     15       19     20     21     22       26     27     28     29
19     20     21     22       26     27     28     29
26 27 28 29

29	22	15	œ	1	nS	
30	23	16	9	2	Mo	S
	24	17	10	ω	Z	September 19
	25	18	11	4	Ve	emb
	26	19	12	5	굿	er 1
	27	20	13	6	Ţ	9
	28	21	14	7	Sa	
10						

	27	20	13	6		Su	STATE OF THE PARTY
	28	21	14	7		<b>≤</b>	
	29	22	15	œ	<b>1-3</b>	컽	Oct
•	30	23	16	9	2	We	October 19
	31	24	17	10	3	굿	r 19
		25	18	11	4	Ţ	
		26	19	12	5	Sa	

24	17	10	ω		uS	
25	18	11	4		S	
26	19	12	5		겉	VOVE
27	20	13	6		Mo Tu We Th	dme
28	21	14	7		롸	November 19
29	22	15	œ	1	₹	9
30	23	16	9	2	Sa	
			II-			-

29	22	15	00	<b>₩</b>	Su	
30	23	16	9	2	S	_
31	24	17	10	w	컽	Jece
	25	18	11	4	¥e	dui
	26	19	12	5	글	December 19
	27	20	13	6	Ţ	
	28	21	14	7	Sa	I.



### **Auburn Practical Nursing Program Days 2019**

January 2019

7th-10th ~ Math Boot Camp 22<sup>nd</sup> ~ Classes Begin

February 2019

18<sup>th</sup> ~ President's Day ~ No School

28<sup>th</sup> ~ Make-up Day

June 2019

March 2019

25<sup>th</sup> – 29<sup>th</sup> ~ Spring Break ~ No School 1st ~ Make-Up Day

4th - 5th ~ Independence Day ~ No School

July 2019

April 2019

11<sup>th</sup> - 12<sup>th</sup> ~ Make-Up Day 19th ~ Break ~ No School 22<sup>nd</sup> ~ Break ~ No School

9<sup>th</sup> ~ Make-Up Day

August 2019

October 2019

11th ~ NEOEA ~ No School 21st ~ Make-up Day

27<sup>th</sup> ~ Memorial Day ~ No School

24<sup>th</sup> ~ Make-Up Day

May 2019

November 2019

13th ~ Make-up Day 26<sup>th</sup> ~ Classes End

December 2019

2<sup>nd</sup> ~ Make-up Day 3<sup>rd</sup> ~ Make-up Day 4<sup>th</sup> ~ Make-up Day

2<sup>nd</sup> Quarter 4/15/19 – 6/27/19 4th Quarter 9/16/19 - 11/26/19 3<sup>rd</sup> Quarter 7/1/19 – 9/12/19 1st Quarter 1/22/19-4/11/19

2<sup>nd</sup> ~ Labor Day ~ No School

September 2019

13<sup>th</sup> ~ Make-up Day

# Auburn Practical Nursing Program Evenings 2019-2020

	_				_	_	
	27	20	13	6		пS	
	28	21	14	7		Mo	
	29	22	15	8	H	Tu	Jan
	30	23	16	9	2	Tu We	January 19
	31	24	17	10	ω	Th	19
		25	18	11	4	Fr	
		26	19	12	2	Sa	
	M						
	24	17	10	ω		Su	
	25	18	11	4		Mo	1 8
	26	19	12	տ		Tu	Febr
-						-	-

	24	17	10	ယ		Su	
	25	18	11	4		Su Mo	1 8
	26	19	12	ហ		Tu We	Feb
	27	20	13	6		We	February 19
	28	21	14	7		Th	y 19
		22	15	8	1	Ŧ	
		23	16	9	2	Sa	Name of
A N							

-	-		_				-
31	24	17	10	3		Su	
	25	18	11	4		Mo	
	26	19	12	σı		Tu	Z
	27	20	13	6		Tu We Th Fr	March 19
	28	21	14	7		Τ'n	19
	29	22	15	8	1		
	30	23	16	9	2	Sa	

	28	21	14	7		Su	
	29	22	15	8	1	Mo	
	30	23	16	9	2	Tu	<u>&gt;</u>
		24	17	10	ω	We	April 19
		25	18	11	4	굿	9
		26	19	12	OI	곡	
		27	20	13	6	Sa	
10	7						

	8	1	4	7		n	
	29	22	15	8	1	Mo	
	30	23	16	9	2	Tu	A
		24	17	10	ω	We	April 19
		25	18	11	4	Τh	19
		26	19	12	υ	Fr	
		27	20	13	6	Sa	
N.						Ú.	
	2	H	1:	CT		S	

		24	17	10	ω	We	ril 19
		25	18	11	4	ΤΉ	19
		26	19	12	υ	Ŧ	
		27	20	13	6	Sa	
T.						Ū.	
	26	19	12	σ		Su	
	27	20	13	6		Mo	
	28	21	-			7	

300						Uz you	
	26	19	12	υ		Su	
	27	20	13	6		Mo	
	28	21	14	7		Tu	3
	29	22	15	ω	1	We	May 19
	30	23	16	9	2	井	9
	w	2	ш	-	443	7	

				4650		
28	21	14	7		Su	
29	22	15	8	1	Мо	
30	23	16	9	2	Tu	_
31	24	17	10	ω	We	July 19
	25	18	11	4	Th	9
	26	19	12	OI	Ŧ	
	27	20	13	6	Sa	
		L. X		184		
N		ш			(A)	

1000	1 44 4	4.00			1000		
	25	18	11	4		Su	
	26	19	12	5		Мо	
	27	20	13	6		Tu	Au
	28	21	14	7		Tu We	August 19
	29	22	15	ထ	۲	Th	19
	30	23	16	9	2	Fr	
	31	24	17	10	ω	Sa	
					9774	13	200

						26
29	22	15	8	1	Su	
30	23	16	9	2	Mo	
	24	17	10	3	Tu	Sept
	25	18	11	4	We	emb
	26	19	12	5	Th	September 19
	27	20	13	6	Fr	
	28	21	14	7	Sa	
	-	10/20/20			178	

27	20	13	9		Su	
28	21	14	7		Su Mo	
29	22	15	8	1	Tu	Oct
30	23	16	9	2	We	October 19
31	24	17	10	ω	Th	19
	25	18	11	4	Fr	
	26	19	12	5	Sa	
-			100	10/25/1	201	Carrie

	24	17	10	ω	Su	
	25	18	11	4	Мо	
	26	19	12	5	Tu	Nove
	27	20	13	6	We	embe
A STATE OF THE PARTY OF THE PAR	28	21	14	7	긁	November 19
	2	N				

26	19	12	S		Su		
27	20	13	6		Mo		
28	21	14	7		Tu	Jan	
29	22	15	8	1	We	January 20	
30	23	16	9	2	Th	20	
31	24	17	10	ယ	F		
	25	18	11	4	Sa		
		- 1000					
2	1	9	2		Sı		

23	16	6	2		nS	
24	17	10	ω		Mo	
25	18	11	4		Tu	Feb
26	19	12	5		Tu We	February 20
27	20	13	6		Τ'n	y 20
28	21	14	7		Fr	
29	22	15	œ	1	Sa	
	15	- 111	-			

	29	22	15	00	<b>P</b>	Sa		
	29	22	15	8	1	Su		
	30	23	16	9	2	Mo		
	31	24	17	10	ω	Ţ	Ma	
		25	18	11	4	We	March 20	
		26	19	12	5	Th	20	
0.00		27	20	13	6	Fr		
		28	21	14	7	Sa		

	_		_				-
1000							
	26	19	12	5		Su	
	27	20	13	6		Мо	
	28	21	14	7		'n	A
	29	22	15	œ	1	Tu We	April 20
	30	23	16	9	2	Th	0
		24	17	10	3	Fr	
		25	18	11	4	Sa	
****		-		-			-

1<sup>st</sup> Quar 2<sup>nd</sup> Qua 3<sup>rd</sup> Quar 4<sup>th</sup> Quar

### Auburn eer Center

	Sa	<b>—</b>	œ	15	22	29	
June 19	Fr		7	14	21	28	
	Th		9	13	20	27	
	Tu We Th		2	12	19	26	
	Tu		4	11	18	25	
	Mo		က	10	17	24	
	Su		2	6	16	23	30

81 22

December 19	Sa	7	14	21	28		
	표	9	13	20	27		
	Th	2	12	19	26		
	We	4	11	18	25		
	Tu We	3	10	17	24	31	
	Mo	2	6	16	23	30	
	Su	1	00	15	22	59	

December 19	Sa	7	14	21	28		
	표	9	13	20	27		
	대	Ŋ	12	19	26		
	Mo Tu We Th	4	11	18	25		
	Tu	3	10	17	24	31	
	Мо	2	6	16	23	30	
	Su	1	00	15	22	59	

1/22/19 - 5/15/19 5/20/19 - 8/27/19 9/3/19-12/11/19 12/16/19-4/9/20

## Auburn ireer Center

### actical Nursing Program nings 2019-2020

October 2019

11th ~ NEOEA Day ~ No School

8

November 2019

27<sup>th</sup>-29<sup>th</sup> ~ Thanksgiving Break ~ No School

chool

December 2019

23<sup>rd</sup>- 31<sup>st</sup> ~ Winter Break ~ No School 12<sup>th</sup> ~ Make-up Day

January 2020

1st-3rd ~ Winter Break ~ No School 20th ~ MLK Day ~ No School

0

February 2020

17<sup>th</sup> ~ President's Day ~ No School

**March 2020** 

23<sup>rd</sup>-27<sup>th</sup> ~ Spring Break ~ No School

**April 2020** 

10<sup>th</sup> & 13<sup>th</sup> ~ Break ~ No School 9<sup>th</sup> ~ Classes End 14th-16th ~ Make-up Day

### Auburn Career Center

### Attachment Item #17A

Consent Agenda
Business Partnership
Affiliation Agreements



### Affiliation Agreement Between Auburn Career Center And

### **Fredon Corporation**

8990 Tyler Blvd., Mentor, OH 44060 440-951-5200

### Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and Fredon Corporation

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 Fredon Corporation

WHEREAS, Fredon Corporation 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 Fredon Corporation 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. Fredon Corporation 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 Fredon Corporation.
- d. The students, while at Fredon Corporation are to wear appropriate attire mutually agreed upon between Fredon Corporation 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 Fredon Corporation 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 Fredon Corporation. 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 Fredon Corporation, 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 Fredon Corporation and the student arranged a wage.
- i. Auburn may refer to the affiliation with Fredon Corporation in its catalog and in other public information materials regarding its programs. Fredon Corporation 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. Fredon Corporation 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 Fredon Corporation 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 Fredon Corporation if proper supervision or education is not provided.

### 3. Responsibilities of Fredon Corporation

- a. Fredon Corporation 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 Fredon Corporation. Privileges will include parking.
- b. Fredon Corporation shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Fredon Corporation 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 that they have the authority to execute this agreement		
all 1th U.P. orangin	11-20-16	
Employer Signature	Date	
Richar Dirio	11-20-11	
Employer Printed Name	Date	
Auburn Signature	Date	
Auburn Printed Name	Date	



# Affiliation Agreement Between Auburn Career Center And

# **Excalibur Collision**

9935 E. Washington St., Chagrin Falls, OH 44023 440-708-9898

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and Excalibur Collision

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 Excalibur Collision

WHEREAS, Excalibur Collision 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 Excalibur Collision 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. Excalibur Collision 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 Excalibur Collision.
- d. The students, while at Excalibur Collision are to wear appropriate attire mutually agreed upon between Excalibur Collision 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 Excalibur Collision 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 Excalibur Collision. 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 Excalibur Collision, 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 Excalibur Collision and the student arranged a wage.
- i. Auburn may refer to the affiliation with Excalibur Collision in its catalog and in other public information materials regarding its programs. Excalibur Collision 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. Excalibur Collision 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Excalibur Collision 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 Excalibur Collision if proper supervision or education is not provided.

### 3. Responsibilities of Excalibur Collision

- a. Excalibur Collision 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 Excalibur Collision. Privileges will include parking.
- b. Excalibur Collision shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Excalibur Collision 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.

- 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 2017-2019 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.

William Collins	11/09/18	
Employer Signature	Date	
William Collins	11/09/18	
Employer Printed Name	Date	
Auburn Signature	Date	
Brien Bortempo		
Auburn Printed Name	Date	



# Affiliation Agreement Between Auburn Career Center And Classic Hyundai

8460 Tyler Blvd., Mentor, OH 44060 440-266-6777

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and Classic Hyundai

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 Classic Hyundai

WHEREAS, Classic Hyundai 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 Classic Hyundai 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. Classic Hyundai 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 Classic Hyundai.
- d. The students, while at Classic Hyundai are to wear appropriate attire mutually agreed upon between Classic Hyundai 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 Classic Hyundai 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.
- 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 Classic Hyundai. 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 Classic Hyundai, 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 Classic Hyundai and the student arranged a wage.
- i. Auburn may refer to the affiliation with Classic Hyundai in its catalog and in other public information materials regarding its programs. Classic Hyundai 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.
- Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. Classic Hyundai 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Classic Hyundai 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 Classic Hyundai if proper supervision or education is not provided.

# 3. Responsibilities of Classic Hyundai

- a. Classic Hyundai 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 Classic Hyundai. Privileges will include parking.
- b. Classic Hyundai shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Classic Hyundai 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.

- 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 2013-2019 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.

Rule & C. Lally	11-9-2018	
Employer Signature	Date	
ROBERT A. PHILLIPS	11-9-2018	
Employer Printed Name	Date	
//Wh		
Auburn Signature	Date	
Brian bonkupo		
Auburn Printed Name	Date	



# Affiliation Agreement Between Auburn Career Center And

De Nora Tech

464 Center Street, Chardon, OH 44024
Chardon, OH 44024

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and De Nora Tech

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 De Nora Tech

WHEREAS, De Nora Tech 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 De Nora Tech 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. De Nora Tech 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 De Nora Tech.
- d. The students, while at De Nora Tech are to wear appropriate attire mutually agreed upon between De Nora Tech 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 De Nora Tech 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 De Nora Tech. 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 De Nora Tech, 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 De Nora Tech and the student arranged a wage.
- i. Auburn may refer to the affiliation with De Nora Tech in its catalog and in other public information materials regarding its programs. De Nora Tech 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. De Nora Tech 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with De Nora Tech 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 De Nora Tech if proper supervision or education is not provided.

# 3. Responsibilities of De Nora Tech

- a. De Nora Tech 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 De Nora Tech. Privileges will include parking.
- b. De Nora Tech shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. De Nora Tech 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.

- 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.

of Witter	11/0/2513
Employer Signature	Date
Scott Watters	11/6/2019
Employer Printed Name	Date
M	
Auburn Signature	Date
Brien Bortempo	
Auburn Printed Name	Date



# Affiliation Agreement Between Auburn Career Center And

The Woodsman Tree Co.

383848 Apollo Pkwy, Willoughby, OH 44094 440-339-0474

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and The Woodsman Tree Co.

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 The Woodsman Tree Co.

WHEREAS, The Woodsman Tree Co. 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 The Woodsman Tree Co. 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. The Woodsman Tree Co. 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 The Woodsman Tree Co..
- d. The students, while at The Woodsman Tree Co. are to wear appropriate attire mutually agreed upon between The Woodsman Tree Co. 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 The Woodsman Tree Co. 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 The Woodsman Tree Co.. 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 The Woodsman Tree Co., 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 The Woodsman Tree Co. and the student arranged a wage.
- i. Auburn may refer to the affiliation with The Woodsman Tree Co. in its catalog and in other public information materials regarding its programs. The Woodsman Tree Co. 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.
- Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. The Woodsman Tree Co. 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with The Woodsman Tree Co. 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 The Woodsman Tree Co. if proper supervision or education is not provided.

# 3. Responsibilities of The Woodsman Tree Co.

- a. The Woodsman Tree Co. 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 The Woodsman Tree Co.. Privileges will include parking.
- b. The Woodsman Tree Co. shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. The Woodsman Tree Co. 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.

- 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 2017-2019 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.	
Mark Farrett	11-23-18
Employer Signature	Date
Mark Faweeft Employer Printed Name	11-23-18 Date
Auburn Signature	Date
Auburn Printed Name	Date



# Affiliation Agreement Between Auburn Career Center And TRI COUNTY ELECTRIC SERVICE

25975 Emery Road, Unit F Warrensville Heights, OH 44128 Phone: 440.542.0735

# Auburn's Business Partnership Program

This agreement is entered into on this November \_\_\_\_\_, 2018 by and between Auburn Career Center and TRI COUNTY ELECTRIC SERVICE

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 TRI COUNTY ELECTRIC SERVICE

WHEREAS, TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE 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. TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE.
- d. The students, while at TRI COUNTY ELECTRIC SERVICE are to wear appropriate attire mutually agreed upon between TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE. 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 TRI COUNTY ELECTRIC SERVICE, 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 TRI COUNTY ELECTRIC SERVICE and the student arranged a wage.
- i. Auburn may refer to the affiliation with TRI COUNTY ELECTRIC SERVICE in its catalog and in other public information materials regarding its programs. TRI COUNTY ELECTRIC SERVICE 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.
- Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. TRI COUNTY ELECTRIC SERVICE 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE if proper supervision or education is not provided.

# 3. Responsibilities of TRI COUNTY ELECTRIC SERVICE

- a. TRI COUNTY ELECTRIC SERVICE 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 TRI COUNTY ELECTRIC SERVICE. Privileges will include parking.
- b. TRI COUNTY ELECTRIC SERVICE shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. TRI COUNTY ELECTRIC SERVICE 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.

- 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.
- 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 2017-2019 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 thi that they have the authority to execute this agreement	
A SA	11/5/18
Employer Signature	Date
ADAM ANDRE Employer Printed Name	11/5/18 Date
Auburn Signature	Date
Auburn Printed Name	Date



# Affiliation Agreement Between Auburn Career Center And

# **Cornerstone IT**

7333 Corporate Blvd., Mentor, OH 44060 440-639-1234

# Auburn's Business Partnership Program

This agreement is entered into on this November 19, 2018 by and between Auburn Career Center and Cornerstone IT

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 its education programs in conjunction with Cornerstone IT

WHEREAS, Cornerstone IT 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 Cornerstone IT 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 Carcer Teacher of the respective program and Business Partnership Program Liaison at Auburn Carcer 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. Cornerstone IT 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 Cornerstone IT.
- d. The students, while at Cornerstone IT are to wear appropriate attire mutually agreed upon between Cornerstone IT 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 Cornerstone IT 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 Cornerstone IT. 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 Cornerstone IT, 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 Cornerstone IT and the student arranged a wage.
- i. Auburn may refer to the affiliation with Cornerstone IT in its catalog and in other public information materials regarding its programs. Cornerstone IT 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. Cornerstone IT 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Cornerstone IT 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 Cornerstone IT if proper supervision or education is not provided.

# 3. Responsibilities of Cornerstone IT

- a. Cornerstone IT 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 Cornerstone IT. Privileges will include parking.
- b. Cornerstone IT shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Cornerstone IT 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.

- 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.	
Eller Luliser	11-19-2018 Date
Employer Signature	Date
Ellen Prileson	11-19-2018
Employer Printed Name	Date
Auburn Signature	Date
CHOOLII MEMALI	de Societa
Auburn Printed Name	Date



# Affiliation Agreement Between Auburn Career Center And Finelli Iron Works

30815 Solon Rd., Cleveland, OH 44139 440-248-0050

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and Finelli Iron Works

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 Finelli Iron Works

WHEREAS, Finelli Iron Works 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 Finelli Iron Works 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. Finelli Iron Works 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 Finelli Iron Works.
- d. The students, while at Finelli Iron Works are to wear appropriate attire mutually agreed upon between Finelli Iron Works 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 Finelli Iron Works 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 Finelli Iron Works. 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 Finelli Iron Works, 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 Finelli Iron Works and the student arranged a wage.
- i. Auburn may refer to the affiliation with Finelli Iron Works in its catalog and in other public information materials regarding its programs. Finelli Iron Works 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. Finelli Iron Works 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Finelli Iron Works 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 Finelli Iron Works if proper supervision or education is not provided.

# 3. Responsibilities of Finelli Iron Works

- a. Finelli Iron Works 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 Finelli Iron Works. Privileges will include parking.
- b. Finelli Iron Works shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Finelli Iron Works 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.

- 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.

i. The delay or failure of performance by either party shell not constitute default under the terms of this agreement, not shall it give rise to any claims against either party for demages. The sole remeily for breach of this agreement shall be immediate termination.

THE WHITE HERE WHITE HER THE parties execute this Agreement by person who warrants that they have his authority to execute this agreement.

Angele Emill.	
Employer Signature	Date
ANGELO FINELLI Employersfined Name	1/- /2- 18 Ista
Aniem Signature	Ezte
Enon Britanpo	Csts
Auburn Printed Name	t-213



# Affiliation Agreement Between Auburn Career Center And 72 DEGREES

7960 Tyler Boulevard Mentor, OH 44060

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and 72 DEGREES

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 72 DEGREES

WHEREAS, 72 DEGREES 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 72 DEGREES 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. 72 DEGREES 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 72 DEGREES.
- d. The students, while at 72 DEGREES are to wear appropriate attire mutually agreed upon between 72 DEGREES 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 72 DEGREES 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 72 DEGREES. 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 72 DEGREES, 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 72 DEGREES and the student arranged a wage.
- i. Auburn may refer to the affiliation with 72 DEGREES in its catalog and in other public information materials regarding its programs. 72 DEGREES 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.
- Confidentially will be observed by students and Auburn instructors, staff and/or supervisors.
- k. 72 DEGREES 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with 72 DEGREES 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 72 DEGREES if proper supervision or education is not provided.

# 3. Responsibilities of 72 Degrees

- a. 72 DEGREES 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 72 DEGREES. Privileges will include parking.
- b. 72 DEGREES shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. 72 DEGREES 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.

- 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 2017-2019 school year unless terminated by either party.

- A.) Auburn will provide a Business Parinership Program Liaison or Career Teacher to coordinate with 72 DEGREES and communicate on a weekly basis.
- B.) Aubum 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 72 DEGREES if proper supervision or education is not provided.

#### 3. Responsibilities of 72 Degrees

- a. 72 DEGREES 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 72 DEGREES. Privileges will include parking.
- 72 DEGREES shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. 72 DEGREES 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.

- The agreement is not assignable, but is binding on the corporate successor of the parties.
- 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.
- This agreement shall be binding when executed by both parties.
- This agreement supersedes all prior written and oral agreements between the parties.
- This agreement will be governed by the laws of the State of Ohio.
- This agreement is for a term of the remainder of the 2017-2019 school year unless terminated by either party.



# Affiliation Agreement Between Auburn Career Center And Kish Heating & Cooling Inc.

2098 N. Ridge Road Painesville, OH 44077 440-392-0900

# Auburn's Business Partnership Program

This agreement is entered into on this November, 2018 by and between Auburn Career Center and Kish Heating & Cooling 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 Kish Heating & Cooling Inc.

WHEREAS, Kish Heating & Cooling 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 Kish Heating & Cooling Inc. and Auburn Career Center the following aspects of affiliation are described:

# 1. General Information

1

- 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. Kish Heating & Cooling 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 Kish Heating & Cooling Inc..
- d. The students, while at Kish Heating & Cooling Inc. are to wear appropriate attire mutually agreed upon between Kish Heating & Cooling 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 Kish Heating & Cooling 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 Kish Heating & Cooling 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 Kish Heating & Cooling 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 Kish Heating & Cooling Inc. and the student arranged a wage.
- i. Auburn may refer to the affiliation with Kish Heating & Cooling Inc. in its catalog and in other public information materials regarding its programs. Kish Heating & Cooling 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. Kish Heating & Cooling 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.

- A.) Auburn will provide a Business Partnership Program Liaison or Career Teacher to coordinate with Kish Heating & Cooling 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 Kish Heating & Cooling Inc. if proper supervision or education is not provided.

# 3. Responsibilities of Kish Heating & Cooling Inc.

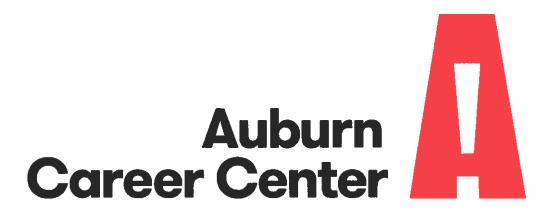
- a. Kish Heating & Cooling Inc. shall provide physical facilities and environment needed for the Business Partnership experience of the students assigned to its facility, within the limits and abilities of Kish Heating & Cooling Inc.. Privileges will include parking.
- b. Kish Heating & Cooling Inc. shall provide an orientation for the intern at the beginning of the Business Partnership Program assignments.
- c. Kish Heating & Cooling 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.

- 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 2017-2019 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.

amela Thompson	11-19-18
Employer Signature	Date
PAMELAS THOMPSON	
Employer Printed Name	Date
Auburn Signature	Date
Auburn Printed Name	Date



# Attachment Item #17B

Consent Agenda Marketplace/Events

August 13, 2018

Dave Richards
Auburn Career Center
8140 Auburn Road
Concord Township, OH 44077

Dear Dave,

This letter agreement, including Schedules A and B attached hereto, (the "Agreement") sets out the terms and conditions upon which Auburn Career Center (the "Landscaper") will provide landscaping for the 2019 Great Big Home + Garden Show, February 1-10, 2019 at the I-X Center (the "Event") organized and produced by Marketplace Events LLC ("MPE"). In consideration for the mutual promises contained herein and other good and sufficient consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. Landscaper agrees to:

- (a) Abide by the terms, conditions and deliverables outlined in this Agreement, including the deliverables in **Schedule A Deliverables**, in connection with the Event or Events identified in **Schedule B Event Dates and Locations**.
- (b) Permit Event management, staff, agents, successors and assignees to share this information with current and prospective exhibitors, sponsors and partners as appropriate and at their own discretion.

# 2. Subsidy.

- (a) MPE shall pay \$6,000.00 to Landscaper (the "Subsidy") to help cover the cost of supplies in accordance with the payment schedule outlined below:
  - \$3,000.00 at least 60 days before the Show opening and the remaining balance by February 1, 2019.
- (b) Except as expressly stated to the contrary in this Agreement, or otherwise agreed in writing, each party shall be responsible for all expenses incurred by such party in the performance of its obligations under this Agreement or otherwise in connection with the Event.
- (c) All dollar amounts referred to in this Agreement are in the lawful currency of the United States.

# 3. Trademarks and Logos.

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



- (b) MPE will consider Landscaper requests for MPE to make changes or alterations to any Landscaper Marks used in MPE Promotional Activities during the course of the Agreement. MPE shall make such changes or alterations so long as the changes or alternations are reasonable and Landscaper pays all costs incurred by MPE in honoring the request.
- (c) MPE shall provide Landscaper with the Events trademarks and logos that are specific to the Events (collectively, the "Event Marks") via email in .eps and/or .jpg format for reproduction and display by Landscaper, prior to and throughout the Events, for the purposes of promoting, marketing and advertising Landscaper's participation in the Events, including, without limitation, on signs, literature and other items at or in association with the Events (the "Landscaper Promotional Activities").
- (d) Landscaper hereby grants MPE a limited, non-exclusive, non-transferable license to use the Landscaper Marks in the exact format provided by Landscaper (the "Landscaper License") for use in connection with the MPE Promotional Activities. Upon early termination of this Agreement, the Landscaper License shall terminate immediately. MPE shall not use the Landscaper Marks without the prior approval of Landscaper, such approval not to be unreasonably or arbitrarily withheld or delayed. Landscaper shall be deemed to have approved a proposed use of the Landscaper Marks by MPE, including the artwork and materials for such use, as submitted to Landscaper if Landscaper makes no written objection to such use or such artwork and materials within five (5) days after Landscaper's receipt of the request for approval.
- (e) MPE hereby grants Landscaper a limited, fully paid license to use the Event Marks in the exact format provided by MPE (the "MPE License") for use in connection with the Landscaper Promotional Activities. Upon early termination of this Agreement, the MPE License shall terminate immediately. Landscaper shall not use the Event Marks without the prior approval of MPE, such approval not to be unreasonably or arbitrarily withheld or delayed. MPE shall be deemed to have approved a proposed display of the Event Marks, including the artwork and materials for such display, as submitted to MPE if MPE makes no written objection to such display or such artwork and materials within five (5) days after MPE's receipt of the request for approval.

# 4. Cross-Promotional Rights.

- (a) Landscaper shall not use the Event Marks to sponsor, endorse, promote or claim affiliation with a third party without express written consent from MPE.
- (b) Landscaper shall provide MPE with a list of any third parties which Landscaper proposes to cross-promote, along with reasonable details regarding the promotion, no later than thirty (30) days prior to the opening day of the Events.
- 5. **Event Rules:** Landscaper shall comply with all rules, regulations and other terms and conditions (collectively, the "**Event Rules**") applicable to the Event, as established or adopted by MPE. A copy of the Event Rules will be provided to Landscaper prior to the Event.
- 6. Landscaper's Representations, Warranties, and Covenants: Landscaper hereby represents, warrants, and covenants to MPE that:



- (a) Feature Designer shall provide services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including but not limited to any applicable provisions of the Fair Labor Standards Act and the Americans with Disabilities Act;
- (b) Landscaper has the right to license the use of the Landscaper Marks and MPE's use of the Landscaper Marks in accordance with this Agreement will not infringe upon any trade mark or copyright, or any other rights of any third party; and
- (c) Landscaper shall promptly remove all garden and product, including plant material, stone, etc., following the close of the Event.

## 7. **Force Majeure.** In the event:

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

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

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

# 9. Liability and Insurance.

- (a) Landscaper shall indemnify and hold harmless MPE, its directors, officers, agents and employees, from any and all claims, actions, suits, demands, expenses, damages, liabilities, obligations, losses ("Claims") that arise or relate to:
  - (i) Landscaper's breach of its obligations under this Agreement;
  - (ii) Landscaper's occupation or use of any space at the Event, excluding any liability caused by or resulting from the negligence of MPE, any of its employees, or any contractor or sub-contractor hired by MPE;
  - (iii) any death, injury or damage sustained by any person or property occurring as a result of or in connection with Landscaper's, including its employees, contractors, sub-contractors or suppliers, participation in any Event, excluding



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

### 10. Miscellaneous.

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



specific matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written of the parties hereto, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter except as specifically set forth in this Agreement and in any agreement or document delivered pursuant to this Agreement. This Agreement can only be amended modified in any respect by written agreement between the parties hereto.

- (d) Relationship of the Parties: The relationship between Landscaper and MPE is that of independent contractors. This Agreement does not constitute the parties, and parties will not be deemed to be, partners or joint ventures of one another. Neither party will have any right to act as the agent or legal representative of the other party or to create any liability for or bind the other party in any respect whatsoever unless the parties mutually agree in writing.
  - (e) Time of Essence: Time shall be of the essence of this Agreement in all respects.
- (f) Counterparts: This Agreement may be executed by any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or electronic form and the parties adopt any signatures received in electronic form as original signatures of the parties.
- (g) Severability: It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any court of competent jurisdiction or other adjudicative body finds any provision of this Agreement to be unenforceable or invalid, then such provision shall be ineffective to the extent of the court's finding without affecting the enforceability or validity of the Agreement's remaining provisions.
- (h) Waiver: A waiver of any default, breach, or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. A waiver by a party of any breach of any term or provision of this Agreement by the other party shall not be deemed a waiver of any continuing or subsequent breach or non-observance, whether of the same or any other nature. No waiver will be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach, or non-observance or by anything done or omitted to be done by the other party.
- (i) Further Assurances: Each party, upon request of the other, agrees to perform such further acts and execute and deliver, or cause to be done, executed, or delivered, such further documents as may be reasonably necessary to carry out the terms of this Agreement.
- (j) Assignment: Landscaper shall not assign any of its rights or obligations under this Agreement without the prior written consent of MPE. Additionally, Landscaper shall not sublet any exhibit space, if applicable, provided under this Agreement without the prior written consent of MPE, which may be withheld in MPE's sole and unfettered discretion.
- (k) Successors and Assigns: This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (I) Governing Law: This Agreement will be governed by and construed in accordance with the laws of the state in which the Event takes place in without reference to conflict of laws principles.





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

AGREED & ACKNOWLEDGED BY

AUBURN CAREER CENTER:

Name: \_\_\_\_\_\_ Date: \_\_\_\_\_
Title: \_\_\_\_\_

MARKETPLACE EVENTS LLC:

Name: \_\_\_\_\_ Date: \_\_\_\_

Title:



# SCHEDULE A DELIVERABLES

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

- MPE shall provide Landscaper with 100 complimentary tickets to the show and 2 complimentary parking passes.
- Move-in. MPE shall provide a minimum of 10 days for move-in.
- Utilities/Materials. MPE shall provide electric and water and mutually-agreed upon materials (such as pallets, hay bales, sand, etc.) to build the base in preparing the gardens.
- Public Relations. Landscaper shall provide a provide full and detailed garden description
  information to the Show's PR representatives for incorporation into promotional and marketing
  initiatives and make a landscaper representative available for possible media interview requests
  before and during the show.
- Landscaper Promotion. Landscaper shall use commercially reasonable efforts to promote the Show to customers, media and general public. Landscaper may use professional signs (up to 2), not to exceed 6 square feet.
- MPE Promotion. MPE shall promote the landscaper's participation as a feature garden at the show, which shall include:
  - Feature gardens to be promoted in all advertising and promotion as major feature of the show.
  - > Inclusion in press materials.
  - Enhanced listing/lead generator on greatbighomeandgarden.com, to include logo, contact information, description, photos and link on page dedicated exclusively to landscapers: "Meet our 2019 Landscape Designers".
  - Inclusion in select email blasts to consumers.
  - Promo code to promote discount ticket offer to your customers.
  - MPE marketing staff to work in conjunction with landscapers to create opportunities for interviews, promotions and contesting with local media.
  - Include gardens in landscaping competition, winner determined by qualified, independent judges.





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

- Services. Landscaper shall install a feature garden encompassing 1,800 net square feet (the "Services").
- Theme. Landscaper shall incorporate the 2019 theme Fairy Tales. Please note that Landscaper shall not be permitted to play music during the Event. The theme is subject to change, in MPE's sole discretion. To avoid duplication, all landscapers will be notified immediately when individual themes are selected. Attached is a listing; if theme has not been selected, please make a decision ASAP and email to caitlind@mpeshows.com
- Timing: Landscaper shall submit design to MPE for review by Friday, November 2, 2018. Movein is tentatively scheduled for January 21, 2019 and move-out finalized on February 12, 2019.
- Peer Judging. Landscaper agrees to vote (one vote per landscaper, not for themselves) for the peer judging award.
- Removal. Landscaper shall carefully coordinate with the I-X Center and MPE for the removal of all plant and landscape materials, including hardscapes and structures from their garden area at the conclusion of the Show.

Initials:	/



# SCHEDULE B EVENT DATES & LOCATIONS

Show Name	Date Date	Location
Great Big Home + Garden Show	February 1-10, 2019	Cleveland's I-X Center

Initials:	/	1	
	 		_



# Attachment Item #17C

Consent Agenda
Screen Vision Media



### 245 Kenneth Drive, Suite 400 Rochester, New York 14823 Phone (585) 486-8600 Fax (585) 486-8660

FOR OFFICE USE ONLY		
	New	
	Renewal	
	Lead	

Screenvis	ion Direct, Inc. Representative:	James McKowne				11/6/18					
Aubur	LOCAL ADVERTISING INSERTION ORDER Auburn Career Center										
	e (Advertiser)						Bill to				
☐ Individu	si/Sole Proprietor Corporation CLLC	☐ Partr	nership	Government	t 🗆 Other	,				Federal Tax ID/SS No.	
	Auburn Rd.										
	ord Twp., OH 44077						Street Addre	41			
City, State,	Zip Code 57.7542						City, State, 2	Up Code			
Phone Nur		ver					Phone Number Fax Number				
dbubo	enic@auburncc.org					_	Email Address				
The Advert	iser hereby agrees to purchase the cinema a ents that are used as part of this Campaign.	dvertising SVD will t	described or se responsible	the Campai la for the exhi	gn Display S libition of the	chedule belo edvertising (	ow and author materials pure	izes Screen	nvision Direct, Inc. ("SVD" nin.	") to produce the media content for any	
NAME	ON VISUAL: Aub	urn Ca	areer C	enter						PAYMENT METHOD	
Preferred S	start Date (subject to availability):	14/18	•			· ·				CC Check	
Theatre		1								V PO	
Code	Theatre Name	No. Screens	Format	Product	Duration	Show Position	Frequency	Pods	*Net Weekly Rate	Net Total Media Cost: \$ 5,616.00	
										No. of Weeks: 52	
59200 2	Atlas Great Lakes	16	J	AA	: 15	EPS	1	2	\$ 64.00	PRODUCTION / HANDLING COSTS (See Box Bet to be billed separatel)	low):
										TAX \$0.00	
59200 3	Atlas Diamond Center	16	J	AA	∷: 15	EPS	1	2	\$ 44.00	TOTAL Net ("Agreed Sum"): \$ 5,616.00	
										Deposit Pald on Signing: \$ 0.00	
										PRODUCTION / HANDLING COSTS	$\neg$
										New Creates:	uch
										Supplied Ad:	ĺ
										Versions:	ich
	Format Codes: D = Digital L = Looped Je JPEG  Product Codes: A # Animation AA # Animation with Audio AV A surio Notes Seet						. 1				
Promotion		P = Po	ster			CC = Count	-	SP =	Special/Other		ion
( * ) The	tion Codes: EPS = Early Pre-Show rate is adjusted to reflect a delivery of a	t least 90	Late Pre-Sho 1% of the s	dvertising de	escribed in	the table at	bove. Shortfa	ills may o	ocur due to routine		
maintenar	nce, projector lamp replacement, screen	up <b>gra</b> des,	or other e	vents. Make	goods will	be provided	f for any de	livery that	is less than 90%.		
The Exhibition of Advertiser's Campaign is subject to pre-emption and may be moved at SVD's discretion to a different location in the loop or different time period.											
paperwork	Co-Op Funds: To the extent that Advertiser elects to use 3rd party Co-Op funds to purchase advertising hereunder, Advertiser shall be solely responsible for obtaining all necessary approvals and completing all paperwork in connection therewith. Notwithstanding any intent of Advertiser to use 3rd party Co-Op funds, Advertiser is solely responsible to SVD for the payment to SVD of the Agreed Sum.										
TERMS AN	D CONDITIONS						•			<del></del>	
This Agreement consists of this insertion Order and the Screenvision Direct, Inc. Local Advertising Terms and Conditions ("Terms and Conditions"). A copy of the Terms and Conditions is located at http://screenvisionmedia.com/wp-content/uploads/2015/12/TEMPLATE-insertion-Order-LOCAL-TC-v1-13.pdf. Screenvision Direct, Inc. may change or modify the Terms and Conditions at any time without notics to Advertiser. It is Advertiser's responsibility to periodically review the Terms and Conditions for updates or changes. A hard copy will be provided to you upon request. The Terms and Conditions are incorporated herein by reference, and are hereby made a part of this Agreement. This Agreement is subject to New York State law. Advertiser hereby acknowledges that he/she has had an opportunity to review this Agreement, including the Terms and Conditions, prior to signing this insertion Order, and agrees to and intends to be bound by the Terms and Conditions. Further, Signatory hereby warrants that he/she is duly authorized to enter into this Agreement on behalf of the Advertiser.											
Authorized	Signatory	Print N	ame & Title	of Signatory	,					Date	



# Attachment Item #17D

Consent Agenda: Mall at Great Lakes, LLC

# WASHINGTON PRIME GROUP

# TRADE-OUT AGREEMENT GREAT LAKES MALL

This Trade-Out Agreement ("Agreement") is made effective as of	, by :	and between the
parties identified in Section 1 as Owner and Sponsor. Owner and	Sponsor may each be referred to herein as a "Par	<u>rty</u> " and
collectively as " <u>Parties</u> ".		

### **RECITALS**

- A. Owner owns and operates a certain shopping center located in Mentor, Ohio, commonly known as Great Lakes Mall ("Shopping Center".
- B. Owner offers an Easter photo program that provides guests of the Shopping Center the opportunity to take a photo with the Easter Bunny during the Easter holiday season ("Easter Holiday Program") and wishes to have a set designed and constructed to enhance the Easter Bunny photo experience.
- C. Sponsor is a school that offers courses and training in the area of landscape, construction and CAD/design.
- D. Sponsor desires to provide the services needed to construct the Easter Bunny set for the Shopping Center in exchange for the Owner providing certain sponsorship benefits to the Sponsor.

In consideration of the mutual benefits set forth herein, the Parties agree as follows:

#### 1. PARTIES

#### **OWNER**

MALL AT GREAT LAKES, LLC Great Lakes Mall ("Shopping Center") 7850 MENTOR AVE MENTOR, OH 44060-5582

### **SPONSOR**

Auburn County Joint Vocational School Auburn Career Center 8140 Auburn Road Painesville, OH 44077

Attn: Barb Gordon

### 2. TERM AND TERMINATION

2.1 This Agreement, and the rights granted herein, shall be effective during the time periods set out below (collectively "License Terms", each a "License Term"). For clarity, this Agreement and the License granted herein shall not apply to those time periods before, after or between these License Terms.

License Term	Sponsorship Component
November 10, 2018 – November 9, 2019	Display Cart
March 15, 2019 – May 6, 2019	2019 Easter Bunny Set

- 2.2 Owner may terminate this Agreement in its sole discretion and with or without cause, upon thirty (30) days prior written notice delivered to Sponsor at Sponsor's address set out in Section 1 of this Agreement. Notwithstanding anything to the contrary, in the event Tenant is in default of this Agreement, Owner may terminate this Agreement at any time pursuant to Section 9 herein.
- 3. OBLIGATIONS OF SPONSOR. Sponsor shall design and build in an area designated by Owner, using Sponsor's own tools and supplies, at its sole cost and expense, a live Easter Bunny Garden to be used as the set and backdrop for Easter Photos at the Shopping Center ("Easter Bunny Set"). Sponsor shall complete the Easter Bunny Set to accommodate photography equipment by March 25, 2019 and complete it entirely on or before March 28, 2019. Sponsor shall take reasonable measures to ensure the safety of its participants and the patrons of the Shopping Center within the area of the Easter Bunny Set during the performance of its obligations under this Agreement.

## 4. OBLIGATIONS OF OWNER.

4.1 <u>Sponsorship Benefits.</u> Subject to the terms and conditions of this Agreement and subject to the performance by Sponsor of its obligations hereunder, the Owner shall provide to Sponsor the following benefits during the Term:

- (a) <u>Participation Recognition</u>. Owner will recognize Sponsor's participation in the Easter Holiday Program on Easter Bunny Set signage, Shopping Center website and promotional materials produced to promote the Easter Holiday Program;
- (b) Sky Banner. One (1) sky banner located at a location to be designated by the Owner; and
- (c) <u>Display Cart</u>. Use of one (1) Shopping Center Display Cart to display Sponsor promotional materials, subject to availability and Owner's right to relocate the Display Cart at its sole discretion, during the specific License Term for the Display Cart set out in Section 2.1.
- 4.2 **Other Sponsors**. Nothing contained in this Agreement shall preclude Owner from entering into agreements for other sponsorships at the Shopping Center and soliciting and procuring additional sponsors for Easter Holiday Program.

### 5. ADVERTISING MATERIALS, CONTENT AND ARTWORK

- 5.1 <u>Production and Delivery.</u> Sponsor shall deliver to Owner, upon receipt of reasonable advance notice from Owner, all advertising materials and any other artwork (the "<u>Advertising Materials</u>") on the date and in the form required by the Owner to fulfill Owner's obligations under this Agreement. All Advertising Materials provided by Sponsor must be ready for installation or display and not require further preparation by Owner. All costs and expenses associated with the production, copy, construction and delivery of any and all Advertising Materials and any changes thereto shall be the responsibility of the Sponsor.
- 5.2 <u>Acceptance and Modification of Advertisements.</u> Subject matter, form, size, wording, illustration and typography of any advertisement will be subject to the approval of the Owner. If any advertisement is rejected, the Sponsor may submit a suitable substitute advertisement subject to the terms and conditions of this Agreement. Owner shall not be responsible in any way and the Sponsor will not be entitled to compensation, if Sponsor does not provide a suitable substitute or if there is no time to obtain a suitable substitute from the Sponsor. Subject to the terms and conditions of this Agreement and at the Sponsor's sole cost and expense, the Sponsor may change the content of its advertisements in accordance with the Owner's policy for changes in effect from time to time.
- 5.3 <u>Position, Installation and Removal.</u> Unless otherwise specified herein, the position of any advertisement in any form is in the absolute discretion of Owner. Owner will perform, at no extra cost, the installation of all Advertising Materials. Upon the expiration or earlier termination of this Agreement, Sponsor shall, at its expense, remove all property of Sponsor from the Shopping Center and repair any damage to the Shopping Center caused by such removal. In the event Sponsor fails to remove any of its personal property from the Shopping Center prior to the expiration of the Term, Owner may sell or destroy the same without liability to Sponsor therefor.
- 6. INDEMNIFICATION. In recognition of Section 5705.41(D)(I) of the Ohio Revised Code, the parties agree that each party to this Agreement shall be responsible for any negligent acts and/or negligent omissions committed by itself, its agents, and/or its employees. Each party shall be responsible to defend itself, its agent, and/or its employees and shall pay any judgments and costs arising out of such negligent acts and/or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.
- 7. INSURANCE. Sponsor agrees to carry, at its own expense, throughout the Term of this Agreement, "All Risk" or Special Perils property insurance on Sponsor's personal property of whatever type both inside or outside of the Shopping Center premises, Commercial General Liability insurance in the broadest form obtainable (including contractual liability coverage) covering the Shopping Center and Sponsor's activities in the Shopping Center with a minimum coverage of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for Bodily Injury and Property Damage, including Loss of Use. Sponsor's insurance policy(ies) shall be written with insurers licensed to do business in the state in which the Shopping Center is located, in a form satisfactory to Owner and shall carry an A.M. Best rating of at least A-. Sponsor's policies shall name Owner as an additional insured and shall be endorsed to provide Owner with no less than thirty (30) days prior written notice of cancellation or non-renewal. Sponsor's policies shall also be endorsed to reflect that in the event that coverage benefiting Owner exists under both Owner's and Sponsor's policies, coverage under the Sponsor's policies shall be primary. Sponsor shall also carry at all times such Workers' Compensation insurance as to comply with the laws and regulations of the state in which the Shopping Center is located and shall provide Owner with a Certificate evidencing coverage currently in force. Sponsor shall also carry Employers Liability insurance in the amount of \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-aggregate. Sponsor shall provide Owner with a Certificate of Insurance (ACORD 25) prior to the date of occupancy or use by Sponsor and within thirty (30) days of the anniversary of said insurances, evidencing the above-required coverages.
- 8. LIABILITY. INTENTIONALLY DELETED.

- **DEFAULT.** Notwithstanding any other provisions of this Agreement, Owner may terminate this Agreement immediately upon any default or breach of this Agreement by Sponsor and shall have the right to pursue all other remedies or damages available to it at law or in equity. Owner shall not under any circumstances be obliged to accept any payments and/or to allow Sponsor to cure any default hereunder. Owner may pursue any damages (including, but not limited to Owner's reasonable attorney fees and legal costs and expenses) and/or any other losses sustained by Owner as a result of Sponsor's default under this Agreement.
- PERMITS AND COMPLIANCE. Sponsor must obtain, prior to the Commencement Date, any licenses, authorizations, or 10. permits required by any governmental agency or authority for the type of activity to be carried on, at or for the Shopping Center.
- SIGNAGE. All signage and/or other materials displayed in the Shopping Center must be of professional quality and approved by Owner prior to use or display. Hand-written signage is not permitted. Owner reserves the right to remove, alter or relocate signage, or display materials, including, without limiting the generality of the foregoing, the Display Cart at Owner's sole discretion and without consequence from Sponsor.
- HAZARDOUS MATERIAL. Sponsor shall not cause or permit any hazardous material to be brought upon, stored, kept, used, or discharged on or about the Shopping Center.
- 13. REMOVAL. No later than 11:59 pm on the Expiration Date, Sponsor shall remove any supplies, tools, signage, display materials and any personal property from the Shopping Center, repair any damage caused by such removal, and leave its set construction workspace in clean, good order, repair and condition. Any trash must be removed by Sponsor as directed by Owner. Personal property of Sponsor not removed by the end of the Expiration Date or earlier revocation of this Agreement may be sold or destroyed by Owner, at Owner's option, without liability to Owner therefor.
- DAMAGE. Sponsor shall be liable for all damages to the Shopping Center caused by Sponsor or its employees, agents, contractors or students and, upon demand, shall reimburse Owner for the cost of the repair of such damage.
- MARKS AND NAMES. Sponsor hereby acknowledges that the name "Great Lakes Mall" (the "Name") is a name and mark which may have been (a) registered with both the state where the Shopping Center is located and the U.S. Patent and Trademark Office and (b) licensed to the Owner for its use generally in connection with the operation of the Shopping Center. Accordingly, Sponsor shall use no symbol, design, name, mark or insignia adopted by or identifying the Shopping Center, including without limitation the Name or the name of the Owner or any of its affiliates, without the prior written approval of the Owner. Should Owner grant such consent, Sponsor shall not assign or transfer in any way such rights to any third party without the written consent of Owner.
- RELATIONSHIP OF PARTIES. This Agreement shall not create a joint venture, partnership or a relationship of principal and agent, or of employer and employee, between the Parties. Neither Party shall have the power to obligate or bind the other in any manner. Sponsor is expressly not authorized to represent in any manner or context that Owner is a guarantor of any product or service of Sponsor.

#### 17. **MISCELLANEOUS**

- 17.1 Notices. Any notice required or permitted to be given by this Agreement shall be delivered in writing by: (i) registered or certified mail, return receipt requested, first class, postage prepaid; (ii) nationally recognized overnight courier; or (iii) email addressed: (a) if to Owner, attention: General Counsel at the address set forth in Section 1 of this Agreement, or to such other address as Owner shall designate by giving notice thereof to Sponsor, or (b) if to Sponsor, at the address set forth in Section 1 of this Agreement, or such other address as Sponsor shall designate by giving notice thereof to Owner. Any such notice shall, in the case of registered or certified mailing, be deemed to have been given on the date mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service, except in each case for notice of change of address which shall only be effective upon receipt and in the case of email, upon receipt.
- 17.2 Assignment. Sponsor shall not sell, assign, license, mortgage, pledge or transfer this Agreement or any interest therein without Owner's prior written approval, which may be withheld at Owner's sole and absolute discretion. Owner shall have the right to assign this Agreement without notice or approval of Sponsor.
- 17.3 Successors and Assigns. All of the duties and obligations under this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

- 17.4 <u>Rules and Regulations; Compliance with Laws.</u> Sponsor's operation under this Agreement shall conform to and comply with, all applicable laws, codes, ordinances, regulations, insurance requirements and Owner's rules and regulations.
- 17.5 <u>Entire Agreement.</u> This Agreement contains all of the covenants, promises, agreements, conditions, and understandings between Owner and Sponsor and cannot be modified except in writing signed by both parties. There are no other oral or written agreements, between the parties other than those set forth in this Agreement.
- 17.6 <u>Survival</u>. The obligations set out in sections 6, 8, and 13 of this Agreement shall survive the expiration or earlier termination of this Agreement.
- 17.7 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the state where the Shopping Center is located.
- 17.8 <u>Counterparts</u> This Agreement may be executed in one or more counterparts, any one or all of which shall constitute but one agreement. This Agreement may be executed by the exchange of copies bearing the electronic signatures of the Parties.

IN WITNESS WHEREOF, the undersigned parties hereto have caused this Agreement to be duly executed by their authorized representatives.

OWNER:	SPONSOR:
MALL AT GREAT LAKES, LLC	Legal Name: Auburn County Joint Vocational School
a Delaware limited liability company	
By: WASHINGTON PRIME GROUP, L.P.	D8A: Auburn Career Center
an Indiana limited partnership, its sole member	
By: WASHINGTON PRIME GROUP INC.	
an Indiana corporation, its general partner	
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: