## Auburn Vocational School District BOARD OF EDUCATION Minutes of February 8, 2024

The February 8, 2024 regular meeting of the Auburn Vocational School District was called to order by Mr. Miller at 6:30 p.m.

The following members were present:

| Mrs. Brush | Mrs. Gaskins | Miss Maruschak |
| :--- | :--- | :--- |
| Mr. Cahill | Mr. Hach | Mr. Miller |
| Dr. Culotta | Mr. Kent | Mrs. Rayburn |

Absent: Mr. Stefanko and Mrs. Wheeler
Administrators: Brian Bontempo, Sherry Williamson, Jeff Slavkovsky and Victoria DePasquale

## 24-24 Approve Agenda and Addendum

A motion was made by Mr. Cahill seconded by Mr. Kent to approve the February 8, 2024 agenda.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed
25-24 Approve Minutes of the January 11, 2024 Regular and Organizational Meeting

A motion was made by Mr. Kent and seconded by Mrs. Rayburn to approve the minutes of the January 11, 2024 regular and organizational Board meeting.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## Administrative Report

- State SkillsUSA, Solar Eclipse Calamity Day
- Enrollment Committee Update

Board Advisory Committee's Update

- Facilities - Jeff Slavkovsky gave an update to the Board

Public Participation - None

## Render Financial Reports

ORC 3313.29-The treasurer shall render a statement to the board and to the superintendent of the school district, monthly, or more often if required, showing the revenues and receipts from whatever sources derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the assets and liabilities of the school district. The financial statements for the period ending December 31, 2023 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item \#8)

## No Action Required.

## 26-24 Approve Donations

A motion was made by Mrs. Gaskins and seconded by Dr. Culotta to approve the following donation:

Monetary donation of $\$ 1,500.00$ from Mobile TV Group. This donation will benefit the Interactive Multimedia Technology Program.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## 27-24

Human Resources
A motion was made by Mrs. Gaskins and seconded by Mrs. Brush to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplemental, Substitutes, Separations and Student Intern positions. (Attachment Item \#10)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

28-24 Approve Addendum to Administrative Contract for the Assistant Director of Adult Workforce Education-Operations Director of Business Partnership

A motion was made by Mr. Kent and seconded by Mrs. Gaskins to approve the following addendum to Andrew Kelner's Administrative Contract:

WHEREAS, the Board of Education of the Auburn Career Center (hereinafter the "Board") and Andrew Kelner (hereinafter the "Employee") are parties to an employment contract approved on April 5, 2023; and

WHEREAS, the Board and the Employee mutually agree to amend the employment contract in accordance with the Administrative contract attached hereto as Attachment \#11.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Auburn Career Center as follows:

## SECTION I

The Addendum to the employment contract between Andrew Kelner and the Board of Education of the Auburn Career Center, attached hereto as Attachment \#11, is hereby approved. The Employee shall be employed as a full-time Administrator in accordance with the terms and conditions included in the Administrative Boardadopted employment contract.

## SECTION II

The President of this Board is hereby authorized to execute the Administrative contract attached hereto as Attachment \#11.

## SECTION III

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

Approve Addendum to Administrative Contract for the Assistant Director of Adult Workforce Education-Programs Director of Public Safety

A motion was made by Mr. Kent and seconded by Mrs. Gaskins to approve the following addendum to Sean Davis's Administrative Contract:

WHEREAS, the Board of Education of the Auburn Career Center (hereinafter the "Board") and Sean Davis (hereinafter the "Employee") are parties to an employment contract approved on May 19, 2022; and

WHEREAS, the Board and the Employee mutually agree to amend the employment contract in accordance with the Administrative contract attached hereto as Attachment \#12.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Auburn Career Center as follows:

## SECTION I

The Addendum to the employment contract between Sean Davis and the Board of Education of the Auburn Career Center, attached hereto as Attachment \#12, is hereby approved. The Employee shall be employed as a full-time Administrator in accordance with the terms and conditions included in the Administrative Boardadopted employment contract.

## SECTION II

The President of this Board is hereby authorized to execute the Administrative contract attached hereto as Attachment \#12.

## SECTION III

It is found and determined that all formal actions of this Board concerning or related to the adoption of this Resolution were adopted in an open meeting of this Board, and all deliberations of this Board and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

30-24 Approve Consent Agenda
A motion was made by Mrs. Gaskins and seconded by Miss Maruschak to approve Item \#14A-E as a consent motion.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## 31-24 Contract/Affiliation Agreement

A motion was made by Mrs. Gaskins and seconded by Miss Maruschak to approve the following contract and/or affiliation agreement(s):
A. Amendment to MOU between the Ohio Department of Higher Education and Auburn Career Center. (Attachment \#14a)
B. Award Agreement between the Ohio Department of Higher Education and Auburn Career Center for The Ohio Work Ready Grant (Attachment \#14b)
C. Award Agreement between the Ohio Department of Higher Education and Auburn Career Center for Super Rapids (Attachment \#14c)
D. Business Partnership High School Work-Based Learning Affiliation Agreement FY2324 (Attachment \#14d) 1. Middlefield Pallet
E. College Credit Plus Partnership Agreement with Lakeland Community College FY2425 (Attachment \#14e)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## 32-24 Executive Session

A motion was made by Miss Maruschak and seconded by Mrs. Brush into an executive session pursuant to R.C. 121.22 (G)(1) at $6: 50$ p.m. for the following purpose: (1) preparing for, conducting, or reviewing collective bargaining strategy by division (G)(4) of section 121.22 of the Revised Code. Upon conclusion of these executive sessions, the Board President shall gavel the Board back into open session at this location. All matters discussed in these executive sessions are designated to the public officials and employees as confidential pursuant to R.C. 102.03(B) because of the status of the proceedings and/or the circumstances under which the information will be received, and preserving its confidentiality is necessary to the proper conduct of government business.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed
Return to public session at 7:27 p.m.

## 33-24 Public Safety Building Project

A motion was made by Mrs. Gaskins and seconded by Dr. Culotta to award and approve The Lakeland Management Company in the amount of $\$ 2,508,000.00$ for the building \& project management of the Public Safety Building Project. (Attachment \#16)

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## 34-24 LGCA ISP Agreement Amendment

A motion was made by Mrs. Gaskins and seconded by Dr. Culotta to approve the following resolution for LGCA ISP Agreement Amendment:

WHEREAS, the Parties now desire to amend the Agreement to modify the Term.

NOW HEREBY, it is mutually understood and agreed by and between the undersigned contracting parties to amend the Agreement as follows:

1. Section II of the Agreement is replaced in its entirety with the following:

## II. Term

A. The Customer agrees to purchase Service for an initial term of Four (4) years beginning July 1, 2020.
B. Services provided through this Agreement will end June 30, 2024.
C. The price of this service for the initial term of this contract is as prescribed in Exhibit A.
D. D. Upon a termination of the Agreement by the Customer prior to June 30, 2024, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of the Customer for the original four (4) year contract period, provided termination occurs for reason(s) other than the failure of Provider to maintain satisfactory performance levels, and provided the contracts or contracted service cannot be abrogated by the Provider without penalty. Career Center
2. The effective date of this Amendment shall be January 23, 2024.
3. All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF Signatures below are by authorized representatives of each party and indicate acceptance of this Amendment.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed

## 35-24 Adjourn

A motion was made by Mr. Cahill and seconded by Mrs. Brush to adjourn the meeting at 7:29 p.m.

Roll Call: Ayes: Mrs. Brush, Mr. Cahill, Dr. Culotta, Mrs. Gaskins, Mr. Hach, Mr. Kent, Miss Maruschak, Mr. Miller, and Mrs. Rayburn

Nays: None
Mr. Miller declared the motion passed


# Auburn Career Center 



Attachment Item \#8

Financial Reports

| Auburn Career Center <br> Bank Reconciliation <br> December 31, 2023 |  |
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| Investments Report |  |  |
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# Auburn Career Center 



# Attachment Item \#10 

Human Resources

# Auburn Career Center 

Human Resources
February 8, 2024
Adult Workforce Education
2023-2024

| Employee Name | Title | Hourly Amount |
| :--- | :--- | ---: |
| Keith Conn | Electrical Instructor | $\$ 30.00$ |
| Brian Moore | EMT Instructor | $\$ 30.00$ |
| Bryan Frye | Firefighter Instructor | $\$ 30.00$ |
| Mark Hawthorne | Diesel Truck Instructor | $\$ 30.00$ |

Adult Workforce Education 2023-2024

| Employee Name | Title | Hourly Amount |
| :--- | :--- | ---: |
| Brian Moore | Public Safety Support Specialist | $\$ 18.00$ |
| Bryan Frye | Public Safety Support Specialist | $\$ 18.00$ |

Administrative Contract
2023-2024

| Employee Name | Title |
| :--- | :--- |
| Sandy Schultz | Administrative Assistant/Receptionist |

Substitute - Classified
2023-2024

| Employee Name | Title |
| :--- | :--- |
| Sandy Schultz | Administrative Assistant/Receptionist |

Extended Days
2023-2024

| Employee Name | Title | Days | Reason |
| :---: | :--- | :---: | :---: |
| Laura Ciszewski | Technology, Engineering and Design <br> Instructor | Up to1 day | Collaborative Robot Training |


| Employee <br> Name | Title | Location | Purpose of Travel | Date( $s$ ) of Travel |
| :--- | :--- | :--- | :--- | :--- |
| Laura <br> Ciszewski | Technology, Engineering <br> and Design | Rochester <br> Hills, <br> Michigan | Collaborative Robot <br> Training | February 18-21, 2024 |

## Auburn Career Center



Attachment Item \#11
Approve Addendum to
Administrative Contract for the
Assistant Director of Adult
Workforce Education-
Operations Director of Business Partnership


## BOARD OF EDUCATION

Amended Administrator Contract<br>Certificated / Classified (Pursuant to Ohio Revised Code 3319.02)

This Contract by and between ANDREW KELNER (hereinafter "Employee") and the AUBURN CAREER CENTER BOARD OF EDUCATION (hereafter "Board"), pursuant to a Resolution duly adopted by the Board, and entered into on this 8th day of February, 2024.

1. Employee is appointed and employed by the Board for a term of 2 (two) year(s) on an Administrator Limited Contract effective February 11, 2024 of the 2023-2024 school year and ending the July 31, 2026. Employee shall work 260 days under this Contract, as directed by the Board or its designee. The Board reserves, however, the right to modify the school calendar as it deems necessary, in its sole discretion, but in no event shall it increase the number of days called for under this Contract.
2. Employee shall be initially assigned to the position of Assistant Director of Adult WorkforceOperations / Director of Business. Partnerships. It is agreed that the Employee will maintain and furnish to the Board throughout the life of this Contract evidence of valid and appropriate licenses/certificates, if required by law, to act in this position in the State of Ohio. Employee agrees that $\mathrm{s} / \mathrm{he}$ may be assigned or reassigned to any administrative position which $\mathrm{s} / \mathrm{he}$ is qualified for during the life of this Contract. Employee also recognizes and agrees that s/he will be required to perform the assigned duties on an as needed basis. The duties for the position shall be consistent with those set forth on the corresponding job description.
3. The Board will pay Employee an (annual salary, per diem or hourly rate) of \$67,431.84 (* pro-rated) for 23-24 contract year (Annual Salary/Schedule/Step/ Degree) payable in accordance with Board policy. The Board and the Employee may mutually agree to increase the salary of the Employee during the term of this Contract as per Ohio Revised Code, but in no event shall $\mathrm{s} / \mathrm{he}$ be paid less than the salary s/he is presently receiving unless said reduction is in accordance with a uniform plan as provided by statute. Any adjustment in salary, except for an approved cost of living, step increase or one-time bonus, made during the life of this Contract shall be in the form of an amendment and become part of this Contract, but it shall not be deemed that the Board and the Employee entered in to a new Contract nor that the termination date of the existing Contract, if applicable, has been extended unless so stated in the amendment.
4. All fringe benefits provided to Employee shall be pursuant to the Board adopted salary and benefit schedule.
5. The Board shall pay the Employers share of STRS contributions as required by law. In addition, the Board shall "pick up" (pay directly) the Employee' share of total retirement contribution to STRS on behalf of the Employee. During the term of this Contract, this pick-up shall be a condition of the Employee's employment in the District and shall not be at his option.
6. The Employee shall be entitled to be paid up to 20 days of vacation leave each contract year. No unused accrued vacation days shall be paid out or carried over by the board under any circumstances.
7. Employee agrees to faithfully and diligently perform the duties and responsibilities set forth in the job description for the position for which s/he is assigned, and any and all other duties as assigned by the Board, Treasurer, Superintendent or their designees. Employee further agrees to perform these duties and responsibilities in accordance with the policies, rules and regulations of the Board and all amendments thereto, and may be required, even on days not identified as workdays under this Contract. Further, the Employee shall participate in required or related activities associated with the above-described duties even on days not identified as work days by this Contract.
8. This Contract may be terminated by the mutual agreement of the parties, disability, retirement or resignation of Employee, termination for disciplinary reasons, and/or in accordance with Ohio laws.
9. Employee represents and agrees that $s /$ he has been notified, as required by Ohio Revised Code 3307.58, of all duties and obligations under Ohio Revised Code Chapter 3307, pertaining to the State Teachers' Retirement System or School Employees' Retirement System, as applicable, as a condition of this employment.
10. The Employee's performance shall be evaluated in accordance with ORC Section 3319.02 and such standards as adopted by the Board from time to time. Nothing contained in this Contract or in the policy manual of the Board shall be deemed to create an expectancy of continued employment, and nothing in this Contract or in the Board's policy manual shall prevent the Board from making the final determination regarding the renewal of or failure to renew the Contract of the Employee.
11. The parties acknowledge and agree that this administrative position is exempt from the overtime requirements of the Fair Labor Standards Act as well as the requirements regarding overtime and the standard work week provided by Ohio law.
12. The provisions of this Agreement are severable and independent, and if any words, phrases, clauses or sentences of it are found to be illegal or unenforceable for any reason, the balance of this Agreement shall remain in full force and effect. This Agreement shall be governed by, construed, interpreted, performed and enforced under the laws of the State of Ohio. In the event of any dispute arising hereunder, this Agreement shall not be interpreted for or against any party hereto on the ground that such party drafted or caused to be drafted this Agreement or any part hereof.

IN WITNESS WHEREOF, the Board, by its President and Treasurer, having been duly authorized, and Employee, have set their hands this 8th day of February, 2024.

## AUBURN CAREER CENTER GOVERNING BOARD OF EDUCATION

Date: $\qquad$

## Board President

Date: $\qquad$
Treasurer

The undersigned states that s/he has carefully read the foregoing Agreement and knows and understands the contents thereof, and that s/he executes the same as his/her own free act and deed.

Date: $\qquad$

## Employee

# Auburn Career Center 



Attachment Item \#12
Approve Addendum to
Administrative Contract for the
Assistant Director of Adult
Workforce Education-Programs
Director of Public Safety

Amended Administrator Contract Certificated / Classified<br>(Pursuant to Ohio Revised Code 3319.02)

This Employment Contract is made and entered into on February 11, 2024, by and between the Auburn Vocational School District Board of Education ("Board") and Sean Davis ("Employee") (collectively, "Parties") pursuant to R.C. 3319.02. The Parties agree as follows:

## 1. ALL PRIOR CONTRACTS SUPERSEDED

This Employment Contract specifically supersedes any and all contractual terms and conditions as set forth in any and all prior R.C. 3319.02 employment contracts made and entered into by and between the Board and Employee. This Employment Contract further specifically supersedes any and all contractual terms and conditions (either written or verbal), as well as any and all past and current practices, regarding the employment of any R.C. 3319.02 employee - including, but not limited to, the Parties.

## 2. PROFESSIONAL LICENSE/CERTIFICATION/ENDORSEMENT

Employee shall maintain and furnish to the Board evidence of maintaining, throughout the life of this Employment Contract, valid credentials, including acceptable bond (if required by the Board), to act as an R.C. 3319.02 employee for the Board in accordance with all applicable laws of the State of Ohio. This Employment Contract is subject to continued proper licensure/certification/endorsement of Employee.

## 3. ASSIGNMENTS AND DUTIES

The Superintendent shall initially assign Employee to the position of Assistant Director of Adult Workforce-Programs / Director of Public Safety. Employee shall dispatch any and all R.C. 3319.02 employee duties to the fullest extent possible on behalf of the Board and shall devote such time and energy as is necessary to meet Employee's obligations and responsibilities to the Board as set forth under the laws of the State of Ohio, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, any and all applicable Board job description(s) as may be amended from time to time, and this Employment Contract as may be amended from time to time.

## 4. WORK SCHEDULE

A. Employee shall devote such time and energies as are necessary to perform the duties set forth in Paragraph 3 of this Employment Contract. While these duties shall generally be performed during normal business hours and during the regular work week, it is expressly agreed that the duties set forth in Paragraph 3 of this

Auburn Vocational School District Board of Education<br>R.C. 3319.02 Contract of Employment

Employment Contract shall require Employee to work during times other than normal business hours (e.g., evenings). Any request to work beyond the workday maximum set forth in Paragraphs 5 and 6 must be approved, in advance, by the Superintendent or designee before any such work may be performed by Employee.
B. With the exception of Employee's current full-time employment with the Northfield Fire Department, Employee agrees that Employee shall not engage in any other business activities or render services of any nature on behalf of Employee or on behalf of any other person, corporation, or other entity - whether for compensation or otherwise - without the Board's prior written approval and Employee must ensure that no issues exist regarding incompatible positions, ethics laws, and applicable conflicts-of-interest laws. In other words, Employee is prohibited from holding outside employment - Employee's current full-time employment with the Northfield Fire Department - other than unless prior written approval is granted by the Board.
C. With the exception of Employee's current full-time employment with the Northfield Fire Department, the prohibition of Employee holding outside employment - unless prior written approval is granted by the Board - remains in force during all leaves of absence including, but not limited to, FMLA leave, sick leave, vacation leave, and personal leave and may result in disciplinary action up to and including termination of employment.

## 5. TERM OF CONTRACT

For the two (2) year contract-year period commencing February 11, 2024, and ending July 31, 2026, Employee shall be contracted to actually work a minimum of two thousand and eighty $(2,080)$ per contract-year period. To the extent the employee is eligible; paid holidays and paid vacation days set forth in this Employment Contract shall count toward the two thousand and eighty $(2,080)$ workhour minimum.

## 6. COMPENSATION

A. Hourly Rate and Annual Base Salary: The Board shall pay Employee an annual salary based upon hours assigned and actually worked as set forth in Paragraph 5 at an hourly rate of Thirty-Five Dollars and Forty Seven Cents (\$35.47) rounding to the nearest cent/penny at a maximum dollar amount not to exceed Seventy-Three Thousand Seven Hundred Ninety-Three Dollars and Ninety-Five Cents ( $\$ 73,793.95$ ). For example, if Employee is assigned to work 2,080 hours and actually works 2,080 hours in the 2023-2024 school year, Employee shall be paid a total compensation not to exceed Seventy-Three Thousand Seven Hundred Ninety-Three Dollars and Ninety-Five Cents (\$73,793.95) for the 2023-2024 school year. To the extent the employee is eligible; paid holidays and paid vacation days set forth in this Employment Contract shall count toward the two thousand and eighty $(2,080)$ workhour minimum.
B. No Automatic Step or Base Salary Increase: Neither the step placement nor base salary shall automatically increase each contract-year (i.e., August 1 to July 31) during the term of this Employment Contract.
C. No COLA Increase: Neither the step placement nor base salary shall automatically increase each contract-year (i.e., August 1 to July 31) by any cost-of-living adjustment during the term of this Employment Contract.
D. Per Diem Rate of Pay: The per diem rate of pay shall be hourly rate of pay set forth in Paragraph 6(A)-(C) of this Employment Contract.
E. Salary/Wage Distributions: The annual salary/wage shall be paid in equal installments in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio.
F. Uniform Reduction Plan: Nothing in this Employment Contract shall limit the Board's right to either increase or decrease the "compensation" of Employee during the term of this Employment Contract provided that any decrease is a part of a uniform plan affecting salaries of all employees of the Board pursuant to R.C. 3319.02 and any and all applicable laws of the State of Ohio.

## 7. OTHER COMPENSATION

## A. State Teachers Retirement System of Ohio

a. STRS Employer Contribution: The Board shall pay the entire share of the employer contribution of any and all applicable State Teachers Retirement System of Ohio ("STRS") contributions as required by the laws of the State of Ohio.
b. STRS Employee Contribution: : The Board shall pay the entire share of the employee contribution of any and all applicable State Teachers Retirement System of Ohio ("STRS") contributions as required by the laws of the State of Ohio.
c. STRS Notice: Employee has been notified as required by R.C. 3307.21 of all duties and obligations under R.C. Chapter 3307 pertaining to STRS as a condition of employment.
B. Health Care Plans: To the extent eligible, Employee shall be covered under the health care plans provided by the Board as may be amended from time to time, Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. Employee shall pay the employee contribution of the premium for said health care plans.
C. Uniform Reduction Plan: Nothing in this Employment Contract shall limit the Board's right to either increase or decrease the "other compensation" of Employee during the term of this Employment Contract provided that any decrease is a part of a uniform plan affecting salaries of all employees of the Board pursuant to R.C. 3319.02 and any and all applicable laws of the State of Ohio.

## 8. HOLIDAYS AND VACATION LEAVE

A. Holidays: Employee shall be entitled to be paid up to thirteen (13) days of paid holiday leave days provided the Employee accrued earnings on the Employee's next preceding and next following scheduled workdays before and after such holiday or was properly excused from attendance at work on either or both of those days unless otherwise amended by Board policy, Board administrative guidelines, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.
B. Vacation Leave: To the extent eligible, Employee shall be entitled to be paid up to twenty (20) prorated vacation leave days each contract-year upon the prior approval of the Superintendent in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. No unused accrued vacation days shall be paid out by the Board under any circumstances.

## 9. SICK LEAVE, PERSONAL LEAVE, AND SEVERANCE PAY

## A. Sick Leave

a. Employee shall be entitled to sick leave in accordance with R.C. 124.38 or R.C. 3319.141 as applicable, as well as Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.
b. Employee shall be entitled to accumulate sick leave in accordance with R.C. 124.38 or R.C. 3319.141 as applicable, as well as Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.
c. Employee may use sick leave in accordance with R.C. 124.38 or R.C. 3319.141 as applicable, as well as Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.

[^3]B. Personal Leave: Employee shall be entitled to up to be paid up to three (3) prorated personal days for each contract-year upon the prior approval of the Superintendent. Employee shall not use more than a combination of ten (10) consecutive vacation and personal days (either collectively or independently) in any given contract-year without the prior approval from the Superintendent. While no unused accrued personal days shall ever be paid out by the Board under any circumstances, unused accrued personal days shall convert to sick leave days.
C. Severance Pay: Employee shall be entitled to any severance pay in accordance with R.C. 124.39(B) or any other applicable laws of the State of Ohio unless the Board adopts a policy under R.C. 124.39 (C) providing more severance benefits to Employee than those set forth in R.C. 124.39(B).

## 10. PERFORMANCE EVALUATION

Pursuant to R.C. 3319.02, the Board shall adopt procedures for the evaluation of Employee and shall evaluate Employee in accordance with those procedures. The Board shall consider an evaluation upon those procedures in deciding whether to renew Employee's contract. The establishment of an evaluation procedure shall not create an expectancy of continued employment. Nothing in either R.C. 3319.02 or this Employment Contract shall prevent the Board from making the final determination regarding the renewal or nonrenewal of Employee's contract.

## 11. CONTRACT RENEWAL OR NONRENEWAL

Renewal or nonrenewal of this Employment Contract by the Board shall be in accordance with R.C. 3319.02 and any and all applicable laws of the State of Ohio.

## 12. ABOLISHMENT OF POSITION AND SUSPENSION OF CONTRACT

The Employee's final assigned position may be abolished in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract. This Employment Contract may be suspended in accordance with Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio during the term of this Employment Contract.

## 13. CONTRACT TERMINATION

This Employment Contract may be terminated by:
a. Mutual agreement of the Parties;
b. Retirement, disability, or death of Employee;
R.C. 3319.02 Contract of Employment
c. Termination by the Board in accordance with R.C. 3319.16 and any and all applicable laws of the State of Ohio;
d. Failure to fully comply with the Board's Code of Conduct and Ethics as may be amended from time to time by the Board;
e. Failure of Employee to maintain a valid certification/license/endorsement;
f. Failure of Employee to secure a position schedule bond in a reasonable amount acceptable to the Board; and/or
g. As otherwise provided by law.

## 14. COMPLETE AGREEMENT

This Employment Contract sets forth the complete agreement of the Parties and shall not be varied or amended except in writing signed by both parties and pursuant to a properly adopted resolution of the Board.

## 15. SAVINGS CLAUSE

If any portion of this Employment Contract is deemed to be illegal due to a conflict with state or federal law, the remainder of this Employment Contract shall remain in full force and effect.

## 16. COUNTERPARTS

This Employment Contract may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Employment Contract by electronic means shall be effective the same as the delivery of a manually executed counterpart.

## 17. REVIEW BY COUNSEL

Employee represents and warrants that this Employment Contract is the result of a full and otherwise fair faith bargaining over its terms following a full and otherwise fair opportunity to have legal counsel for Employee review this Employment Contract and to verify that the terms and provisions of this Employment Contract are reasonable and enforceable. Employee acknowledges that Employee has read and understands the foregoing provisions and that such provisions are reasonable and enforceable. This Employment Contract has been jointly drafted by both parties.
R.C. 3319.02 Contract of Employment
[Signature Page to Follow]

Auburn Vocational School District Board of Education R.C. 3319.02 Contract of Employment

FOR THE AUBURN VOCATIONAL
SCHOOL DISTRICT
BOARD OF EDUCATION:

## FOR SEAN DAVIS:

Sean Davis
Board President
(In Official Capacity Only)

Sherry Williamson*<br>Treasurer<br>(In Official Capacity Only)

Dr. Brian Bontempo*
Superintendent
(In Official Capacity Only)
Authorized Pursuant to Board Resolution No.
*This Agreement has no legal effect absent Board approval.
[Treasurer Certificates to Follow]

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

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

Roger Miller, Board President<br>(In Official Capacity Only)

Sherry Williamson, Treasurer
(In Official Capacity Only)

Brian Bontempo, Superintendent<br>(In Official Capacity Only)

# Auburn Career Center 



## Attachment Item \#14a

## Amendment to MOU between the Ohio Department of Higher Education and Auburn Career Center

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# AMENDIAENT TO MEMORANDUM OF UNDERSTANDING BETWEEN <br> THE OHIO DEPARTMENT OF HIGHER EDUCATION <br> AND AUBURN CAREER CENTER 

This Amendment ("Amendment") to the Memorandum of Understanding ("MOU") is entered into by and between the Ohio Department of Higher Education ("ODHE"), whose powers and duties are specified in Ohio Revised Code $\S 3333.04$ and whose principal place of business is at 25 South Front Street, Columbus, Ohio 43215 and Auburn Career Center ("ACC"), with a place of business located at 8140 Auburn Road, Concord Township, Ohio 44077.

The original Memorandum of Understanding, executed November 16, 2023, is hereby amended as follows:

## In Article I: Use of Funds, Replace:

"ACC proposes to use the funds to provide services to local employers in accordance with their Organizational Goals detailed in their Program Workbook, attached hereto as Attachment A."

## WITH:

"ACC proposes to use the funds to provide services to local employers in accordance with their Organizational Goals detailed in their Program Workbook, attached hereto as Attachment A.

Additionally, ACC will use Supplemental Funding to provide services to local employers in accordance with their Organizational Goals detailed in their submitted Application for Supplemental Funding, attached hereto as Attachment B, and the approved Program Workbook, attached hereto as Attachment C."

## In Article III: Distribution of Funds, Replace:

"1) For State Fiscal Year 2024, ODHE agrees to distribute to ACC, in one installment, an amount not to exceed fifty thousand and 00/100 dollars (\$50,000.00) for uses in accordance with Article I: Use of Funds.
2) If the Funds are not spent in full by June 30, 2024, ACC shall submit a request to ODHE for a no-cost extension ("NCE") to this MOU. To acquire the NCE Request form, please contact lwhite@highered.ohio.gov. The completed NCE Request form should be submitted to lwhite@highered.ohio.gov by the date provided with the NCE Request form.
3) It is mutually agreed and understood that the total amount to be distributed by ODHE to ACC under this MOU shall in no event exceed fifty thousand and 00/100 dollars ( $\$ 50,000.00$ ) unless ACC receives prior written approval from the Chancellor, and when required, approval of the "Controlling Board."

## WITH:

"1) For State Fiscal Year 2024, ODHE agrees to distribute to ACC, in one installment, an amount not to exceed fifty thousand and 00/100 dollars ( $\$ 50,000.00$ ) for uses in accordance with Article I: Use of Funds and Attachment A.
2) ODHE agrees to distribute Supplemental Funding to ACC, in one installment upon execution of this Amendment, an amount not to exceed forty-one thousand six hundred sixty-six and 67/100 dollars ( $\$ 41,666.67$ ) for uses in accordance with Article I: Use of Funds, and Attachments B and c.
3) If the Funds are not spent in full by June 30, 2024, ACC shall submit a request to ODHE for a no-cost extension (" $\mathrm{NCE}^{n}$ ) to this MOU. To acquire the NCE Request form, please contact lwhite@highered.ohio.gov. The completed NCE Request form should be submitted to lwhite@highered.ohio.gov by the date provided with the NCE Request form.
4) It is mutually agreed and understood that the total amount to be distributed by ODHE to ACC under this MOU shall in no event exceed ninety-one thousand six hundred sixty-six and 67/100 dollars ( $\$ 91,666.67$ ) unless ACC receives prior written approval from the Chancellor, and when required, approval of the Controlling Board."

## In Article VI: Audit, Replace:

"ACC shall require their annual financial statement audit include a review of funds received and spent under this MOU, for compliance with Amended Substitute House Bill 33 of the 135th General Assembly. This review can be included with the annual Ohio Compliance Supplement testing required by the Auditor of State. ACC will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. ACC shall notify ODHE of any noncompliance audit exception found during the audit."

## WITH:

"ACC will be liable for any audit exception that results solely from its acts or omissions in the performance of this MOU. ACC shall notify ODHE of any noncompliance audit exception related to these funds, if found during their annual financial statement audit."

## Add Attachment B and attachment C, Attached Hereto.

This Amendment begins on the date upon which all parties have executed this Amendment.

Any terms and conditions of the original Memorandum of Understanding not modified or changed by this Amendment shall remain in full force and effect. Both Parties agree to abide by all of the terms and conditions of the Memorandum of Understanding and this Amendment.

## Auburn Career Center

By: $\qquad$

Title: $\qquad$

Date: $\qquad$

The Ohio Department of Higher Education

By: $\qquad$

Title: Chancellor

Date: $\qquad$

Center for Training Excellence Program-Application-
Supplemental RFP
10/20/2023

October 23, 2023
Dear Ohio Department of Higher Education,
Auburn Career Center is writing this proposal to be able to continue and expand the customized training options we have provided to local businesses and organizations for the past several years. Last year alone, we offered over 34 customized training courses and trained 324 individuals in industries that included: healthcare; manufacturing; fluid power; culinary customer service; emergency medical technician; firefighter 1 \& 2; diesel technician; volunteer fire fighter; CPR; and many more. Each year we grow the number of contracts we offer and we are finding that as a school, many of the employers and organizations we serve return over and over again for more training.

The Primary Contacts who will oversee and administer the customized training contracts at Auburn Career Center include:

Cory Hutter, Assistant Adult Director
8140 Auburn Road, Concord, OH 44077
440-357-8236
chutter@auburncc.org
Michelle Rodewald, Director of Adult Workforce Education and Business
Partnerships
8140 Auburn Road, Concord, OH 44077
440-357-7542 ext. 8159
mrodewald@auburncc.org

## The Fiscal Agent is:

Sherry Williamson, Treasurer
8140 Auburn Road, Concord, OH 44077
440-358-8006
swilliamson@auburncc.org

## The Legal Contact is:

Dr. Brian Bontempo, Superintendent
8140 Auburn Road, Concord, OH 44077
440-358-8010
bbontempo@auburncc.org

## Attachment B

## Executive Summary

Auburn Career Center's Center most recent local and regional needs assessment conducted for the school, and for continued Perkins funding, categorized the North East Ohio regions' needs into three categories: Healthcare, Manufacturing and Information Technology. Auburn's local needs assessment included business partners, regional workforce leaders, community organizations, school personnel, Ohio Means Jobs representatives and many others. This group studied data provided by Team NEO, Ohio Means Jobs, and O-NET, as well as advice from the business partners at the table.

Auburn Career Center is located in Lake County, the third largest manufacturing area in the country and one county away from Cuyahoga County, home to two of the world's most esteemed hospital systems; within a 5 mile radius of Auburn Career Center, the Cleveland Clinic and University Hospitals have regional campuses. There are also several long-term health care facilities in our area and home health organizations that have relied on our training for many years. Manufacturing companies from small job shops to billion-dollar corporations are also located in Lake County. In addition, Auburn Career Center has been gaining the reputation as a regional public safety training center. The school has doubled its enrollment in programs such as Paramedic, Firefighter, and Emergency Medical Technician. Local school systems that used to send their high school students to Tri-C for training are now contracting with Auburn Career Center's OTC for that same training. The CTX monies we have already received allow healthcare, manufacturing, public safety organizations and others to be able to afford the training that we provide.

In this Supplemental Request for Proposals, Auburn plans to grow and expand customized training in two areas: public safety training for private organizations as well as for the highly sought-after diesel technician training requested by business partners in Geauga County. Auburn Career Center pursued CDL training about 15 years ago and ended up stopping the training due to the lack of nearby driving practice locations. However, the business partners in Geauga County who include large companies like Waste Disposal, Kuhnle Brothers, Arms Trucking, C \& M Transport as well as others continue to be desperate for drivers as well as mechanics. These same business partners asked a high school in Geauga County to offer Diesel Mechanics and because the high school was not equipped to do this, did not have a teacher, the equipment, the facilities or the knowledge on how to help this industry, Auburn stepped in to develop and deliver the curriculum as a custom contract. Auburn, along with an excellent business partner, developed the curriculum, redesigned a space, acquired donated equipment and began training. Businesses were so pleased that they donated enough money to sponsor the space. This year Auburn has expanded this contract to include a second level diesel class and now needs these supplemental funds to purchase additional equipment, supplies and offset the cost of the additional instruction.

The second goal of this request for supplemental training dollars includes expanding the firefighter, Emergency Medical Responder, EVOC and custom EMT contracts we are beginning to be asked to fulfill from private organizations. For example, Midwest Medical, Northfield MGM Casino, and private companies like Dayglo have asked Auburn to train their employees to be prepared for emergency response at their facilities as well as train their employee how to drive their emergency vehicles. The response time to dealing with an emergency at a Casino can be cut significantly if more employees are trained in Emergency Medical Response. Auburn's reputation for providing public safety training options has now expanded into private industry and we are proud of that, yet need the additional resources to accommodate the additional requests.

Lake and Geauga County data from Team NEO as well as data from Ohio Means Jobs and the Ohio Office of Workforce Transformation supports these collaborations. In the posting listed in the regional needs section from August 2023, both healthcare support workers and transportation and material moving occupations, that includes diesel technicians, are listed in the top jobs' sections.

This graph from the Governor's Office of Workforce Transformation, shows the current openings and need for Heavy Equipment and Tractor Trailer Truck Drivers. Diesel Technicians are the heart of the Heavy Equipment and Tractor Trailer industry.
https://topjobs.ohio.gov/top-jobs-list/ohios-top-jobs-list


## Attachment B

The graph below is sorted by Critical Needs in Northeast Ohio. In this graph, Firefighters and Ambulance Dispatchers are listed as Critical/In Demand Sectors for our region.


## Goals:

Auburn Career Center's goals for the supplemental customized training dollars include:

- First, to bring much needed equipment and supplies to the Diesel Custom contract we currently have with a local organization. The contract expanded this year to include two courses of the training for both entry level and second level students. Equipment costs are expensive and this supplemental grant will help cover those costs. Additional teacher time will also be offset with the supplemental funds. This goal will enhance the regional economy specifically in Geauga County and the surrounding region to bring much needed diesel technician training to the community and to business partners who have asked for this training for many years.
- A second goal is to develop and then grow contracts for EVOC, Firefighter 1, and Emergency Medical Responder to private organizations. Recently, more and more organizations are asking for this custom training. The Supplemental funds will offset the administrative costs associated with developing these new contracts as well as the teacher costs, discounts given to companies as well as equipment and supplies. The Ohio Tops jobs list as described above lists all health care providers as critically in demand.


## Regional Needs:

The Top Jobs Ohio Top Jobs List, sorted for the Northeast Region, and also sorted for In Demand and Critical, supports the training options Auburn Career Center is providing and plans to provide. For example, Emergency Medical Technicians and Paramedics as well as all Direct Support Professionals for the medical industry are listed as critical, and in demand. In addition, Diesel Engine Specialists and Bus and Truck Mechanics average a $\$ 47,000$ median salary and there are almost 1000 current openings in this field alone.


## Top 20 Jobs / Under Associates Degree

Trese jobs pay obove the wage it tokes to support one working petson with no spouse orkas (\$32.531 anmua acmings in Cuyahoga County). These are al so jobs with high average onnuat opentigs in the fatuor markel. ofe expected to grow over the next five years requite an assoclates on less educalion. tequite no experlence. and typtcally hove some sorl of on the job iraling.

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Team NEO's Aligning Opportunities Report of 2022 lists the top 20 jobs under an associate's degree lists Industrial Truck and Tractor Operators and Equipment Mechanics as top Jobs.
https://northeastohioregion.com/wp-content/uploads/2022/10/Team-NEO-2022-Aligning-Opportunities-Report.pdf

As a career center and an OTC in Lake and Geauga County, the needs of the business community are also driven by the business community itself. For years the businesses who have called Auburn, posted job openings on our online job board, attended advisory meetings and strategic planning sessions as well as our local needs assessment meetings have been in the manufacturing, health care and public safety career pathways. That is not to say however, that the needs of other industries are not important. Diesel technician training is especially important in a county that is vast and has a high density of large trucking companies and industries like agriculture and manufacturing that have a need for these large trucking companies to ship their products.

Below are the Ohio Means Top Jobs Postings for Lake and Geauga County, both which show a need for transportation and all health care related occupations.


## Attachment B



In summary, the regional needs that drive Auburn's custom training options are a result of regional data, ongoing communication with local businesses and organizations, the Perkins local needs assessment meetings, and excellent communication with local commissioners, legislators and the Ohio Department of Higher Education.

## Budget:

The majority of the budget expenses for the Supplemental CTX funds request will be for personnel teaching courses and equipment costs for additional training. Other examples of CTX funds being used by Auburn for companies to offset teacher salaries include (but not limited to):

- Equipment costs to accommodate the additional Diesel Custom Contract to provide training for Diesel Technician 1 and Diesel Technician 2
- Additional Instructor costs for Diesel Technician
- Additional Instructors needed for EVOC custom contracts for Midwest Medical
- Instructors for custom Fire Fighter contracts with DayGlo Corporation
- Instructors for custom Emergency Medical Responder training for Northfield MGM Casino
- Additional equipment and supplies needed for EVOC, Firefighter, EMR training

Currently the match is the ongoing time and effort Auburn employees including the Director of Public Safety, and the Assistant Director of Adult who spend 20-30\% of their time developing the contracts, visiting and meeting with employers to create the contracts. The time and effort of the administrative assistants who record the needed data, enroll employees and students, and report the data are also included in the match. In the future, Auburn plans to use some CTX funds to grow custom contracts by offsetting some of the time and effort of our staff.

Other budget expenses will come in the form of equipment and supplies that will include purchases needing to be made for:

- Electrical board and equipment and supplies for Diesel Technician; Additional Motors, hand tools, floor jacks
- SBCA Gear and Equipment needed for custom fire courses-Equipment and Supplies


## Marketing Plan:

Auburn Career Center has found that the best way to get the word out about our customized training options and abilities is through a combination of our Business Partnership Director's work and the constant advice of our advisory board members. We also host monthly employer open houses at Auburn and discuss custom training at those meetings sparking more ideas and interest from employers. Its Auburn's goal to create custom training brochures with success stories of local companies. Employers want to know all of the options for how to train their employees and we would like to create marketing materials that also includes other options like Tech Cred and Incumbent Worker Training funding.

We currently have several links on our website for employers:
See Examples Below:

## Attachment B




## Attachment B

## Employer Services

Business Partnerships
Employer Open Howse
Want to Hire an Auburm
student?

NEW-Certified Production Technician

Employers



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## Adult Workforce

General Information
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Virtual tour
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FAO's
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## What is TechCred?




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In conclusion, Auburn has almost as many custom contract students as it does students in standard programs. Auburn's reputation for offering excellent custom contracts is evident in the number of companies who contract with us each year for the same training. Auburn depends on CTX money to help make these trainings affordable to area businesses and organizations. We appreciate the opportunity to receive funding and are hopeful that this supplemental grant will also be awarded as it was last year.
Attachment C
STEM P3 Cover Sheet and Program Snapshot 2020-2022

| Institution Name | Auburn Career Center |
| :--- | :--- |
| Mailling Address | 8140 Auburn Road Concord, OH 44077 |
| Physical Address of Adult Education Facility | 8140 Auburn Road Concord, OH 44077 |

Dr. Brian Bontempo
bbontempo mauburnce.ors
440-358-8011
Michelle Rodewald
Director of Adult Workforce Education and Business Partnerships
mrodewald (由auburncc.org
440-357-7542 ext/ 8159
Cory Hutter
Assistant Director of Adult Workiorce Education
chutter @auburncc.ors.
440-357-7542 ext. 8236

| Legal Contact (Person who has authority to sign award agreement) | $\begin{array}{l}\text { Dr. Brian Bontempo } \\ \text { Titte } \\ \text { Superintendent } \\ \text { Email Address }\end{array}$ |
| :--- | :--- |
| bhone Number | $440-358-8011$ |

This program provides services until June 30, 2024.
Program Snapshot:
Anticipated targeted industry sector(s):
Counties served:
Certification by Authorized Official:
To the best of my knowledge and belief, the information contained in this application is true and correct. The document has been duly authorized to comply with the required assurances. Michelle Rodewald
Director of Adult Workforce Education and Business Partnerships

Institutional Info
CTX Goals and Budget

| Goal | Ohlo Department of Higher Education CTX Funds | Institutional Matching Funds | Total | Explanation of any purchases |
| :---: | :---: | :---: | :---: | :---: |
| One goal is to be able to provide much needed equipment and supplies to the Dlesel Custom contract we currentiy have with a local arganization. The contract expanded this year to inicude two courses of the training for both entry level and second level students. Equiprivent costs are expensive and this supplemental grant will help cover those costs. Additional teacher time will also be offset with the supplemental funds. <br> A second goal is to develop and then grow contracts for EVOC, Firefighter 1, and Emegency Medical Responder to priwate organizations. Recently, more and more organizations are asidng for this custom training. The Supplemental funds will offset the administrative costs assoclated whth developing these new contracts as well as the teacher costs and discoumts given to companies. <br> $\$ 8,546.67$ <br> $\$ 25,000.00$ <br> Setaries |  |  |  |  |
|  | \$1,367.50 | \$4,000.00 | \$5,367.50 | Benefits of the teachers for these progams |
| Other budget expenses will come in the form of equipment and supplies that will include purchases needing to be made for: <br> - Equipment and supplles for custom EMT, Firefighter, EVOC and EMif contracts.. <br> - Equipment and supplles for the Diesel custom contract | \$30,000.00 | \$12,686.67 | \$42,666.67 | Purchase of equipment and supplies for the Diesel custom contract; purchase of supplies for custom EMT, EVOC, EMR and FIrefighter training. |
|  | \$0.00 | \$0.00 | \$0.00 |  |
| Auburn needs to continue to adverise our ability to prowlde custom training. | \$1,752.50 |  | \$1,752.50 | This would be a purchesed service to advertise Aubum's ability to offer custom oontrects. |
|  | \$0.00 | \$0.00 | \$0.00 |  |
|  | \$41,666.67 | \$41.686.67 | \$83,333.34 |  |

Describe Institutional matching funds refiected above:

| Goal | Activities related to matching funds |
| :---: | :---: |
| One goal is to be able to provide much needed equipment and supplies to the Dlesel Custom contract we currently have with a local organization. The contract expanded this year to inlcude two courses of the training for both entry level and second level students. Equipment costs are expensive and thits supplemental grant will help cover those costs. Additional teacher time will also be offset with the supplemental funds. <br> A second goal is to develop and then grow contracts for EVOC, Firefighter 1, and Emegency Medical Responder to private organizations. Recently, more and more organizations are asking for this custom training. The Supplemental funds will offset the administrative costs associated with developing these new contracts as well as the teacher costs and discounts given to companies. | Matching funds will be taken from the salaries of the Director of Public Safety and the Adult Assistant Director, who both work with employers to create, maintain, market and oversee the cusstom contracts we have with businesses. The salary of the administrative assistants who enter students into Auburn's Aceware system, create certificates of completion, help with reporting and maintain student files, will also help with matching funds. The marketing Director of Auburn Career Center who maintsins the website and develops marketins materials will also be taken into consideration.In addtlon, the purchase of additional equipment and supplies from the adult fund for these courses will be used for the match because those costs are ongoing. |
|  |  |

Goals and Budget
CTX Goals and Activities

| Goal | Description of activities (Anticipated or already planned): |
| :---: | :---: |
| One goal is to be able to provide much needed equipment and supplies to the Diesel Custom contract we currently have with a local organization. The contract expanded this year to inlcude two courses of the training for both entry level and second level students. Equipment costs are expensive and this supplemental grant will help cover those costs. Additional teacher time will also be offset with the supplemental funds. | This is the second year of offering Diesel Tech to an area organization. Now the program has expanded to include a level 1 and a level 2 . in level 2 students are going to be learning more complex electrical skills and there is a need to purchase electrical boards. Diesel equipment is very expensive and last year the teacher, who also owns his own diesel shop, was donating most of the equipment. This year we want to be able to afford to add to the equipment, update the equipment and provide much needed resources to the program. |
| A second goal is to develop and then grow contracts for EVOC, Firefighter 1, and Emegency Medical Responder to private organizations. Recently, more and more organizations are asking for this custom training. The Supplemental funds will offset the administrative costs associated with developing these new contracts as well as the teacher costs and discounts given to companies. | Private companies like Northfield MGM, DayGlo, Midwest Medical, and Lubrizol are requesting custom contracts for their employees for Firefighter, Emergency Medical Responder, EVOC (Emergency Vehicle Operations). Auburn has already started providing EVOC trainnig both here at Auburn and at the company locations. Lubrizol is now sending more employees to our custom firefighter class and now Dayglow Color Corp is asking for EVOC and Firefighter 1 training. DayGlow produces products that involve hazardous chemicals just like Lubrizol and since we are developing a reputation for providing this kind of training, more and more companies are reaching out. MGM would like to have more staff trained to be Emergency Medical Responders so they can react immediately to issues in their Casino. |
|  |  |
|  |  |

## Article XVI: SUCCESSORS AND ASSIGNS

Neither this MOU, nor any rights, duties, nor obligations hereunder may be assigned, or transferred in whole or in part, by ACC without the prior written consent of ODHE.

## Article XVII: hiendings

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this MOU or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU on the day and year set aside by their respective signatures.

## Auburn Career Center

By: $\qquad$

Title: $\qquad$

Date: $\qquad$

Ohio Department of Higher Education

By: $\qquad$

Title: Chancellor

Date: $\qquad$

# Auburn Career Center 



Attachment Item \#14b

Award Agreement between the
Ohio Department of Higher
Education and Auburn Career
Center for the Ohio Work
Ready Grant

## AWARD AGREEMENT <br> BETWEEN <br> THE OHIO DEPARTMENT OF HIGHER EDUCATION <br> AND <br> AUBURN CAREER CENTER

This Award Agreement ("Agreement") is entered into by and between the Ohio Department of Higher Education ("ODHE") whose powers and duties are specified in the Ohio Revised Code $\$ 3333.04$ and whose principal place of business is 25 South Front Street, Columbus, Ohio 43215, and Auburn Career Center ("Awardee") with a place of business located at 8140 Auburn Road, Concord, Ohio 44077.

WHEREAS, ODHE consists of the Chancellor of Higher Education and the Chancellor's employees, agents and representatives and is responsible for overseeing higher education in the State of Ohio; and

WHEREAS, ODHE is authorized to participate in education-related state or federal programs on behalf of the state and assume responsibility for the administration of such programs in accordance with applicable state or federal law pursuant to Ohio Revised Code §3333.04(Q); and

WHEREAS, Section 381.160 of Amended Substitute House Bill 33 of the 135 th General Assembly appropriated funds to ODHE for the Ohio Work Ready Grant Program ("Program") as set forth in Ohio Revised Code §3333.24; and

WHEREAS, in furtherance of its duties to the Ohio Work Ready Grant program, ODHE calculated funding allocations for eligible entities; and

WHEREAS, ODHE and Awardee enter into this Agreement to set forth the terms and conditions of the allocation.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ODHE and Awardee (individually, a "party"; collectively the "parties") agree as follows:

## Article I: Scope of Work

The scope of work ("Project") is described in this article. The Ohio Work Ready Grant program provides grants to students enrolled in eligible credit and noncredit programs that lead to an industryrecognized credential, certificate, or degree and prepares the student for an in-demand job.

Before awarding a grant to a student, Awardee agrees to confirm the following:

1) The student is an Ohio resident.
2) The student has registered for the selective service, if applicable.
3) The student has completed the Free Application for Federal Student Aid ("FAFSA") and the student's Expected Family Contribution ("EFC") or Student Aid Index ("SAl") is 3750 or less.
4) The student is enrolled in a qualified program determined by CIP code. The CIP codes that are eligible for Ohio Work Ready Grants can be found at highered.ohio.gov/educators/financial-aid/sgs/owrg. These CIP codes are subject to change. If a student is awarded an Ohio Work Ready grant, and the CIP code of his or her program is removed from the list, the student may continue to receive the grant for the duration of eligibility.
5) The student has not exhausted his or her eligibility to receive a grant for more than six semesters or the equivalent of three academic years.

Awardee agrees to make grant awards to eligible degree seeking students on a full time or part time basis as defined below and within the amount limitations as detailed below:

- Full-time student means a degree seeking student enrolled in 12 or more credit hours per term OR a continuously enrolled student who enrolls in at least thirty credit hours in an academic year regardless of the amount per term.
- Part-time student means a degree seeking student enrolled in 11 or fewer credit hours per term.
Ohio Work Ready Grant award amounts are as follows:
- Up to $\$ 3,000$ per academic year for full-time degree seeking students.
- Up to $\$ 2,000$ per academic year for part-time degree seeking students.

Awardee agrees to make grant awards to eligible students seeking short-term certificates or industry recognized credentials as follows:

- Up to $\$ 2,000$ for students enrolled in a short-term certificate or industry-recognized credential program (Please note: a student who completes multiple short-term certificates and/or industry-recognized credential programs in an academic year is eligible to receive up to $\$ 3,000$ total for the year, regardless of the number of programs completed in the academic year)

Awardee agrees that Awarded grant funds shall be credited to the student's account.
Additionally, Awardee agrees to collect and report to ODHE fund balances, program metrics, and utilization funding outcomes as required in Article VI of this Agreement.

## Article II: Project Period

The period of performance for the expenditure of awarded state money for the Project is July 1,2023 through June 30, 2025, or until the Agreement is terminated pursuant to the terms contained herein. Reporting is required for six months immediately following the end of the term of the Agreement, in accordance with Article VI: REpORTING of this Agreement.

It is understood by the parties that the Scope of Work is to be completed in the period of performance of this Agreement.

## Article III: Key Personnel

The project director(s) for the Awardee under this Agreement will be Michelle Rodewald, Director of Adult Workforce Education and Business Partnerships. Requests for changes in key personnel must be made in writing to ODHE's project administrator before approval will be granted.

The project administrator for this Agreement on behalf of ODHE is:

- Barbara Hammer

Program Manager, Financial Aid
Ohio Department of Higher Education
Email: bhammer@highered.ohio.gov
Phone: (614) 466-0551

## Article IV: Compensation

A) In consideration of the promises and performance of Awardee as set forth herein:

1) Upon execution of this Agreement, ODHE agrees to disburse funding to Awardee in the amount of fifty thousand six hundred ninety-four and 00/100 dollars (\$50,694.00).
2) It is mutually agreed and understood that the total amount to be disbursed by ODHE to Awardee under this Agreement shall in no event exceed fifty thousand six hundred ninetyfour and 00/100 dollars ( $\$ 50,694.00$ ).
B) It is understood by the parties that the performance for the Scope of Work is to be completed within the period of performance set forth in ARTICLE II: PROJECT PERIOD of this Agreement.
C) In the event Awarded grant funds remain unused at the end of the project period detailed in Article II, Awardee can submit a request to ODHE for a no-cost extension ("NCE") to this Agreement. NCE requests can be submitted via email to owrg@highered.ohio.gov. NCE requests must be approved in writing and signed by ODHE.

## Article V: Amendments or Modification

Except for modifications and requested changes to key personnel made pursuant to ARTICLE III: PERSONNEL, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

## Article vi: Reporting

The Awardee will report to ODHE as follows:

- Quarterly Fund Balance Reports should be submitted via email to owrg@highered.ohio.gov with subject line, "Work Ready Quarterly Report: Awardee Name," by April 30, July 30, October 30, and December 30 each fiscal year of the Agreement.
- Annual reporting will be collected via the HEI system, or its successor. Awardee shall provide data for the academic year in the HEI system, or its successor, by August 30 for each academic year.
As required by Ohio Revised Code Section 3333.24, the annual report must include the following information:

1) Demographics of Ohio Work Ready Grant recipients, including:
a) Age
b) Gender
c) Race and ethnicity
d) Enrollment status as full or part-time
e) Pell grant status
2) Success rates of recipients, including program retention and completion
3) Total number of industry-recognized credentials awarded.

ODHE may request further information regarding the use of funds, and the Awardee will comply with such requests. In the event ODHE finds that the funds were not used in compliance with the intention of the program, ODHE may require the Awardee to return the funds to ODHE. Noncompliance may affect Awardee's eligibility and/or funding in future Ohio Work Ready Grant programs.

Reporting is required for six months immediately following the end of the term of the Agreement, including the final closeout grant and expense report due December 30, 2025. A desk and/or site audit will occur prior to the final closeout of the grant.

In the event of Termination, Awardee is required to continue to satisfy reporting requirements set forth herein.

## Article VII: Drug and Alcohol-Free Workplace

Awardee shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## Article VIII: Ternination

This Agreement may be terminated as follows:
A) By ODHE without cause upon thirty (30) days written notice to Awardee.
B) By mutual written consent of the parties.
C) By ODHE immediately due to non-performance and/or noncompliance of Awardee.
D) In accordance with the term limitations set forth in Article II.
E) If the General assembly fails at any time to continue funding for the payments and other obligations set forth herein, ODHE's obligations under this Agreement are terminated as of the date the funding expires and ODHE shall have no further obligations hereunder. If ODHE discovers or is notified of the discontinuation of funding for this Agreement, then ODHE agrees to notify Awardee of said discontinuation as soon as is practicable. Awardee shall not perform any work under the Agreement after it receives such notice.

## ARTICLE LX: Records

Awardee shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

Regarding modifications to key personnel pursuant to ARTICLE III: PERSONNEL, ODHE will retain a copy of the Project Administrator's decision. Awardee must also retain sufficient documentation of the request and Project Administrator's final decision for audit purposes.

Awardee shall keep separate business records for this Project, including records of disbursements made and obligations incurred in the performance of this Agreement. These records shall be supported by agreements, invoices, vouchers, and other data as appropriate. During the performance of this Agreement and for a period of three years after its completion, Awardee shall make such records available to ODHE as ODHE may reasonably require.

## Article X: Compliance with Law

Awardee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Awardee acknowledges that its employees are not employees of ODHE with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Awardee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Awardee in the performance of the work authorized by this Agreement.

## Article XI: Debarment

Awardee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code § 153.02 or Ohio Revised Code § 125.25. Awardee further represents and warrants that it is not debarred from the receipt of federal contracts. If these representations and warranties are found to be false, this Agreement is void $a b$ initio and Awardee shall immediately repay to ODHE any funds paid under this Agreement.

## Article XII: Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

## Article XIII: Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Auburn Career Center

Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord, Ohio 44077
Email: bbontempo@auburncc.org

- Ohio Department of Higher Education

Attn: General Counsel
25 South Front Street, 7th Floor
Columbus, OH 43215
Facsimile: (614) 466-5866

## Article XIV: Waiver

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## Article XV: Severability

If any provision of this Agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

## Article XVI: Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

## Article XVII: Headings

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set aside by their respective signatures.

By: $\qquad$

Title: $\qquad$

Date: $\qquad$

By: $\qquad$

Title: Chancellor $\qquad$

Date: $\qquad$

# Auburn Career Center 



Attachment Item \#14c

Award Agreement between the Ohio Department of Higher Education and Auburn Career Center for the Super Rapids

Grant

## AWARD AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HIGHER EDUCATION AND AUBURN CAREER CENTER

This Award Agreement ("Agreement") is entered into by and between the Ohio Department of Higher Education ("ODHE") whose powers and duties are specified in the Ohio Revised Code § 3333.04 and whose principal place of business is 25 South Front Street, Columbus, Ohio 43215, and Auburn Career Center ("Awardee") with a principal place of business located at 8140 Auburn Road, Concord, Ohio 44077.

WHEREAS, ODHE consists of the Chancellor of Higher Education and the Chancellor's employees, agents and representatives and is responsible for overseeing higher education in the State of Ohio; and

WHEREAS, ODHE is authorized to participate in education-related state or federal programs on behalf of the state and assume responsibility for the administration of such programs in accordance with applicable state or federal law pursuant to Ohio Revised Code § 3333.04(Q); and

WHEREAS, Section 381.635 of Amended Substitute House Bill 33 of the 135 th General Assembly appropriated funds to support the Regionally Aligned Priorities in Developing Skills ("Super RAPIDS") program, an initiative of the Governor's Office of Workforce Transformation ("OWT") and ODHE; and

WHEREAS, Section 381.635 of Amended Substitute House Bill 33 of the 135 th General Assembly appropriated funds for the Chancellor to distribute to Ohio regions or subsets of regions, as defined by the Governor's Office of Workforce Transformation.

WHEREAS, ODHE issued a Request for Proposals entitled Super RAPIDS Regional Request for Proposals ("RFP") on September 5, 2023, in order to make strategic regional investments in equipment and facilities, as well as essential implementation-related expenses on a limited basis, to support collaborative projects among qualifying institutions to strengthen education and training opportunities that maximize workforce development efforts in defined areas of the state; and

WHEREAS, in reviewing proposals, priority was given to proposals as stated in division (C) of Section 381.635 of Amended House Bill 33 of the $135^{\text {th }}$ General Assembly; and

WHEREAS, in response to the RFP, Awardee submitted a proposal regarding investments in equipment for workforce education and training, and project related facility improvements and ODHE accepted the Awardee's proposal, thereby approving Awardee to receive funding for the Super RAPIDS program and the Controlling Board approved that award; and

WHEREAS, ODHE and Awardee enter into this Agreement to set forth the terms and conditions of the award.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ODHE and Awardee (individually, a "party"; collectively the "parties") agree as follows:

## Article I: Scope of Work

The funds shall be used for the following purposes:

- To support collaborative projects among qualifying institutions to strengthen education and training opportunities that maximize workforce development efforts in defined areas of the state;
- To support efforts that build capacity, remove employment and training barriers for prospective and unemployed workers, develop and strengthen business-led strategies in the impacted industries, and provide local guided solutions to employment for communities in economic transition.
- Further, the funds shall be used as follows:
(a) In clear compliance with all applicable state and federal rules and regulations;
(b) To collaboration between and among state institutions of higher education, as defined in section 3345.011 of the Revised Code, Ohio Technical Centers, and other education and workforce-related entities as determined to be appropriate by the Governor's Office of Workforce Transformation and the Department of Higher Education;
(c) To provide meaningful business support and engagement;
(d) In targeted occupations and industries of in-demand occupations;
(e) To support the project being sustainability beyond the grant period with the opportunity to provide continued value and impact to the region; and
(f) Investing in one or more of the following areas:
(i) Broadband/5G;
(ii) Cybersecurity;
(iii) Healthcare;
(iv) Transportation;
(v) Advanced manufacturing;
(vi) Trades.

The scope of work ("Project") is described in detail in the Awardee's Approved Proposal AUBU01 (Attachment I) and the Budget (Attachment II).

The Project is incorporated into this Agreement except to the extent modified by the terms set forth hereinafter. If there are changes to the approved program, Awardee agrees to notify ODHE within a reasonable time. Requests for changes to the approved program should be made in accordance with Article X: Amendments or Modification.

## Article II: Pronect Period

The period of performance for the Project begins December 18, 2023, or when this Agreement is executed by both Parties, whichever is later. The period of performance for the Project ends June 30,2025 , or until the Agreement is terminated pursuant to the terms contained herein. Awardee understands that additional reporting is required after the Project Period pursuant to Article VI: Reporting of this Agreement.

It is understood by the Parties that the Project is to be completed in the period of performance of this Agreement.

## Article III: Key Personnel

The project director(s) for the Awardee under this Agreement will be Michelle Rodewald, Director of Adult Workforce Education and Business Partnerships and Cory Hutter, Assistant Director of Adult Workforce Education. Requests for changes in key personnel must be made in writing to ODHE's project administrator before approval will be granted.

The project administrator for this Agreement on behalf of ODHE will be John Magill, Associate Vice Chancellor, Economic Advancement.

## Article IV: Compensation

1) ODHE agrees to distribute to Awardee, in one installment upon full execution of this Agreement, an amount not to exceed two hundred fifty-eight thousand three hundred thirty-three and $30 / 100$ dollars ( $\$ 258,333.30$ ) for use in accordance with Article I: Scope of Work, and Attachments I and II.
2) Budget Modifications:
a) Awardee understands that modifications to the proposed budget of less than $10 \%$ are allowable under this Agreement and do not require ODHE approval.
b) Awardee agrees that requests for modifications to the proposed budget of $10 \%$ or more must be approved and signed by ODHE in advance, pursuant to Article X: Amendments or Modifications of this Agreement. Requests for budget modifications can be submitted via email to the ODHE Project Administrator identified in Article III.
3) Awardee agrees to comply with reporting requirements provided in Article VI: Reporting of this Agreement.
4) It is mutually agreed and understood that the total amount to be distributed by ODHE to Awardee under this Agreement shall in no event exceed two hundred fifty-eight thousand three hundred thirty-three and $30 / 100$ dollars $(\$ 258,333.30)$ unless Awardee receives prior written approval from the Chancellor, and when required, approval of the Controlling Board.
5) Awardee agrees to manage funds awarded through this Agreement in a manner consistent with generally accepted accounting principles.
6) It is understood by the parties that the performance for the Scope of Work is to be completed within the period of performance set forth in Article II: Project Period of this Agreement.
a) If the Funds are not spent in full by June 30, 2025, Awardee shall submit a request to ODHE for a no-cost extension ("NCE") to this Agreement. To acquire the NCE Request form, please contact the project administrator provided in Article III. The completed NCE Request form should be submitted to the ODHE project administrator no later than August 1,2025.
7) If this Agreement is terminated prior to the expiration of this Agreement, any unspent funds shall be returned to ODHE.

## Article V: Subcontracting

Only the Awardee will perform the Project, and the Awardee will not enter into subcontracts for the Project without written approval from ODHE. The Awardee will not need ODHE's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Project. All subcontracts will be at the sole expense of the Awardee.

This provision does not apply to collaborators listed in the Awardee's Approved Proposal. Awardee is hereby granted ODHE's approval to contract with, subcontract with, or issue a subaward to any collaborator listed in the Proposal.

## Article VI: Reporting

1) The Awardee agrees to submit semi-annual reports to ODHE by August 1, 2024, January 31, 2025, and August 1, 2025. Semi-annual reports include both of the following:
a) Fiscal Expenditure Report ("FER"), attached hereto as Attachment III, must be completed using the excel spreadsheet provided and can be submitted to superrapids@highered.ohio.gov.
b) Student Usage Report will be completed and submitted via an online reporting tool. Details on the report, including instructions on completing and submitting the report, are attached hereto as Attachment IV.
2) Additionally, the Awardee will submit a final closeout report to ODHE six months after the end of the Agreement, or after the funds are spent in full, whichever occurs later. A desk and/or site audit will occur prior to the final closeout of the grant.
3) ODHE may, from time to time, request Awardee to collect data and information and provide additional reports to ODHE. Awardee will comply with such requests. Additional data on project outcomes may be solicited until June 2028. Awardee will comply with such requests.
4) Awardee understands that ODHE must be permitted to inspect, review, monitor, receive reports, and other necessary information to determine compliance with the award of the Super RAPIDS funds. ODHE reserves the right to engage with Awardee to ensure access and utilization of equipment and investments are consistent with granted awards.

## Article VII: Termination

This Agreement may be terminated as follows:

1) By ODHE without cause upon thirty (30) days written notice to Awardee.
2) By mutual written consent of the parties.
3) By ODHE due to non-performance of Awardee.
4) In accordance with the term limitations set forth in Article II.
5) If the General assembly fails at any time to continue funding for the payments and other obligations set forth herein, ODHE's obligations under this Agreement are terminated as of the date the funding expires and ODHE shall have no further obligations hereunder. If ODHE discovers or is notified of the discontinuation of funding for this Agreement, then ODHE agrees to notify Awardee of said discontinuation as soon as is practicable. Awardee shall not perform any work under the Agreement after it receives such notice.

## Article VIII: Compliance with Law

Awardee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder. Awardee acknowledges that its employees are not employees of ODHE with regard to the application of the Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws. Awardee accepts full responsibility for payment of all taxes including without limitation, unemployment compensation insurance premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Awardee in the performance of the work authorized by this Agreement.

## Article LX: Drug and Alcohol-Free Workplace

Awardee shall comply with all applicable federal, state, and local laws regarding smoke free and drug free workplaces and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

## Article X: Amendments or Modification

Except for modifications of less than $10 \%$ to budget allocations made pursuant to Article IV, Compensation, and requested changes to key personnel, no amendment or modification of this Agreement shall be effective against either party unless such amendment or modification is set forth in writing and signed by both parties.

## ARTICLE XI: RECORDS

Awardee shall keep all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

Awardee shall keep separate business records for this Project, including records of disbursements made and obligations incurred in the performance of this Agreement. These records shall be supported by agreements, invoices, vouchers, and other data as appropriate. During the performance of this Agreement and for a period of three years after its completion, Awardee shall make such records available to ODHE as ODHE may reasonably require.

## Article XII: Notice

Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by United States certified mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below or such other address as said party shall hereafter designate in writing to the other party.

- Auburn Career Center

Dr. Brian Bontempo
Superintendent
8140 Auburn Road
Concord, Ohio 44077
Phone: (440) 358-8011
Email: bbontempo@auburncc.org

- Ohio Department of Higher Education

Attn: General Counsel
25 South Front Street, 7th Floor
Columbus, OH 43215
Phone: (614) 466-6000
Facsimile: (614) 466-5866

## Article XIII: Debarment

Awardee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code $\S 153.02$ or Ohio Revised Code $\S 125.25$. Awardee further represents and warrants that it is not debarred from the receipt of federal contracts. If these representations and warranties are found to be false, this Agreement is void $a b$ initio and Awardee shall immediately repay to ODHE any funds paid under this Agreement.

## Article XIV: Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and supersedes any prior understandings or written or oral communications between the parties respecting the subject matter hereof.

## Article XV: WANER

The waiver or failures of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## Article XVI: Severability

If any provision of this Agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

## Article XVII: Governing Law

This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

## Article XVIII: Headings

The headings herein are for reference and convenience only. They are not intended and shall not be construed to be a substantive part of this Agreement or in any other way to affect the validity, construction, interpretation, or effect of any of the provisions of this Agreement.

## Article XIX: Prohibition of the Expenditure of Public Funds for Offshore Services

Further, pursuant to Executive Order 2022-02D, Awardee agrees and understands no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid to Awardee for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

Lastly, Awardee acknowledges and confirms compliance with this Article and agrees to provide an affirmation as to the same upon request from ODHE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set aside by their respective signatures.

## Auburn Career Center

By:

Title: $\qquad$

Ohio Department of Higher Education

Date; $\qquad$

Title: $\qquad$ Chancellor


October 6, 2023

Meeting the Advanced Manufacturing and Health Care training needs of Northeast Ohio.

## Attachment I

Please find our enclosed proposal for equipment purchases through the Super RAPIDS program. We respectfully request $\$ 258.333 .30$ for equipment to meet the growing needs of the workforce in our region.

Auburn Career Center plans to target the Advanced Manufacturing and Healthcare regional industries and in-demand occupations for this proposal. Auburn Career Center, located in Lake County and serving students from multiple northeast Ohio counties including, Lake, Geauga, Cuyahoga, and Ashtabula is in a thriving manufacturing and healthcare sector. Located less than a mile from both University Hospital and Cleveland Clinic regional campuses, as well several long-term care, rehabilitation centers and a dentist office, Auburn is relied on to provide trained health care employees from State Tested Nurse Aides, to Licensed Practical Nurses, to Dental Assistants. The partnership Auburn has with Lakeland Community College also provides a pathway for students to continue learning by bridging into registered nursing and dental hygiene training. In addition, manufacturing is a thriving and important industry in Northeast Ohio. Team Neo reports that there are 7,000 manufacturers in the Northeast Ohio Region; Ohio is ranked \#3 in the nation for manufacturing employment; is a $\$ 46$ Billion dollar industry and supports 248,000 employees. Auburn partners with four of the top ten advanced manufacturing companies listed on Team Neo's website including Eaton Corporation, Swagelok Company, Lincoln Electric Company and Parker-Hannifin Corporation. In addition, Auburn partners with the Alliance for Working together, our regional manufacturing sector partner, (AWT) to create pathways for students into manufacturing apprenticeships as well as pathways into Lakeland Community College's engineering tracts. Auburn provides advanced manufacturing training in manual and CNC machining, welding, industrial electricity-electrical training, certified production technician, and is in the process of developing a precision measurement lab to continue training students and local business employees.

The plan that Auburn has to address the workforce needs for these targeted industries includes the purchase of robotic technology in advanced manufacturing in the form of a CNC Robotic Tenders and a new CNC mill to accompany to robotic tender. In addition, Auburn will purchase new technology to allow health care students to utilize advanced simulations of patients and new medication administration equipment. These purchases will significantly increase Auburn's ability to be up to date technologically in instruction and in lab equipment so that Auburn's students are better equipped for the workplace.

Thank you for your time and consideration. We look forward to hearing from you and working together on this project. Please contact Michelle Rodewald with any questions or clarification that is needed at mrodewald@auburncc.org or 440-357-7542.

Sincerely,


Dr. Brian Bontempo
Superintendent, Auburn Vocational School District
8140 Auburn Road
Concord Township, Ohio 44077
bbontempo@auburncc.org
440-251-1250

## Attachment I

## Executive Summary

Auburn Career Center plans to target the Advanced Manufacturing and Healthcare regional industries and in-demand occupations for this proposal. Auburn Career Center, located in Lake County and serving students from multiple northeast Ohio counties including, Lake, Geauga, Cuyahoga, and Ashtabula is in a thriving manufacturing and healthcare sector. Located less than a mile from both University Hospital and Cleveland Clinic regional campuses, as well several long-term care, rehabilitation centers and a dentist office, Auburn is relied on to provide trained health care employees from State Tested Nurse Aides, to Licensed Practical Nurses, to Dental Assistants. The partnership Auburn has with Lakeland Community College also provides a pathway for students to continue learning by bridging into registered nursing and dental hygiene training. In addition, manufacturing is a thriving and important industry in Northeast Ohio. Team Neo reports that there are 7,000 manufactures in the Northeast Ohio Region; Ohio is ranked \#3 in the nation for manufacturing employment; is a \$ 46 Billion dollar industry and supports 248,000 employees. Auburn partners with four of the top ten advanced manufacturing companies listed on Team Neo's website including Eaton Corporation, Swagelok Company, Lincoln Electric Company and Parker-Hannifin Corporation. In addition, Auburn partners with the Alliance for Working together (AWT), our regional manufacturing sector partner, to create pathways for students into manufacturing apprenticeships as well as pathways into Lakeland Community College's engineering tracts. Auburn provides advanced manufacturing training in manual and CNC machining, welding, industrial electricity-electrical training, certified production technician, and is in the process of developing a precision measurement lab to continue training students and local business employees.

The plan that Auburn has to address the workforce needs for these targeted industries includes the purchase of robotic technology in advanced manufacturing in the form of a CNC Robotic Tender and a new CNC mill to accompany the robotic tender, as well as 3D printers. In addition, Auburn will purchase new technology to allow health care students to utilize advanced simulations of patients and new medication administration equipment. These purchases will significantly increase Auburn's ability to be up to date technologically in instruction and in lab equipment so that Auburn's students are better equipped for the workplace. These equipment purchases will also better equip students who continue their education in institutions like the University of Akron and at Lakeland. According to Team NEO's Top 10 Advanced Manufacturing Occupations in Northeast Ohio, machinists, computer numerically controlled tool operators, welders and industrial machinery mechanics all make the top 10 and all match the training at Auburn Career Center. Students need to be able to integrate the use of robotic tenders and 3D printers the same way that manufactures in our area use them on a day to day basis.

Team NEO also states that the second largest sector in Northeast Ohio is the healthcare sector growing 20\% from 2007 to 2019, or $\$ 3.8$ billion. Auburn's Licensed Practical Nursing program graduates are highly sought after, especially after COVID, to work not only in long term health care facilities but also in hospital systems to help with the shortage of nurses and health care providers in general. Auburn plans to invest in high fidelity simulation software and equipment that will allow students to practice in scenarios that resemble emergency rooms, hospitals or nursing homes. This new equipment will give the students the ability to practice procedures such as CPR, intubation, and wound care in a safe and controlled environment.

## Attachment I

The purchases in the advanced manufacturing and healthcare programs will help build capacity in two ways. First, local companies that turn to Auburn to train their employees will have more options once the new robotic tender and accompanying CNC mill is installed. Companies already send employees to the CNC/Machining program and now with this added technology, Auburn can develop more short-term certificate training specific to robotics in a manufacturing environment. The students and employees who take the CNC/Machining program will also now learn this technology and be better prepared for the workplace. Having the latest technology also helps attract more students which builds capacity. This equipment will also benefit the high school students who take advanced manufacturing and allow them to also be more prepared for internships and future employment.

In the healthcare space, practical nursing students will be better prepared to take the NCLEX and go to clinicals when they are able to practice patient care using the most advanced simulation technology available. The more licensed practical nurses there are the more the local hospitals and healthcare facilities benefit. This technology will impact both adult and high school students and employees that are sent to Auburn for local employers. Also, students who plan to go to Lakeland or advance their training at other universities will be better prepared.

## Collaboration

Auburn Career Center partners on a regular basis with Lakeland Community College. Licensed Practical nursing students can "bridge" into Lakeland's nursing program upon successful completion. Lakeland representatives have been guest speakers, advisory board members, and mock interviewers for Auburn's healthcare programs for many years and Auburn Career Center staff sit on Lakeland's advisory boards. Auburn Career Center students are very familiar with the offerings at Lakeland Community College upon completion of Auburn programs. Now that the practical nursing program offers college credit, Auburn practical nursing students can also attend Kent State and the University of Akron starting with 12 credits. The equipment investment will improve Auburn students' knowledge about patient care and will better prepare them for Lakeland's labs, Kent State's, the University of Akron's and the workplace.

The CNC/Machining students from Auburn can also continue their education at Lakeland Community College specifically in the engineering tract. Auburn currently works with Dave Enzerra, the Executive in Residence, to develop pathways for Auburn manufacturing students. In addition to pathways into the engineering programs, Auburn is partnering with Lakeland to develop pathways into an Associate Degree in Electronic Engineering Technology with the development of our new Precision Measurement Lab. Dave Enzerra is a familiar face to Auburn students and staff and we have an excellent working relationship with his team and with Lakeland's healthcare team. Auburn's equipment investment will bring automation into the curriculum and better prepare our students for the workplace and for engineering pathways at Lakeland.

## Attachment I

## Targeted Industries

The regional industries that will benefit from an increase in the number of individuals educated and trained for these in demand jobs include: CNC (Computer Numeric Controlled) Machinists and Tool Operators, Machinists, and Licensed Practical Nurses.

NAICS Codes for Licensed Practical Nurses 621399
NAICS Code for CNC Machinist 333515;333517
Businesses participating in the projects include:
Health Care:

- University Hospitals
- Concord Village Skilled Nursing and Rehabilitation
- Saybrook Landing
- Ohman Family Living

Advanced Manufacturing

- Lincoln Electric
- Swagelok
- Rimeco
- Kennametal
- G \& T Manufacturing Company
- The Alliance for Working Together (AWT)



## Attachment I

## Online Job Postings-Occupational Focus

Top Jobs in Lake County: August 2023


## Attachment I

U.S. BUREAU OF LABOR STATISTICS

## HOME $\vee$ SUBJECTS $\vee$ DATA TOOLS $\vee$ PUBLICATIONS $\vee$ ECONOMICRELEASES $\vee$ CLASSROOM $\vee$ BETA

Bureau of Labor Statistics > Occupational Employment and Wage Statistics

## Occupational Employment and Wage Statistics

## Occupational Employment and Wages, May 2022

## 29-2061 Licensed Practical and Licensed Vocational Nurses

Care for ill, injured, or convalescing patients or persons with disabilities in hospitals, nursing homes, clinics, priva' May work under the supervision of a registered nurse. Licensing required.

National estimates for Licensed Practical and Licensed Vocational Nurses
Industry profile for Licensed Practical and Licensed Vocational Nurses
Geographic profile for Licensed Practical and Licensed Vocational Nurses

National estimates for Licensed Practical and Licensed Vocational Nurses:
Employment estimate and mean wage estimates for Licensed Practical and Licensed Vocational Nurses:

| Employment (1) | Employment <br> RSE (3) | Mean hourly <br> wage | Mean annual <br> wage (2). | Wage RSE (3) |
| :---: | :---: | :---: | :---: | :---: |
| 632,020 | $0.8 \%$ | $\$ 26.86$ | $\$ 55,860$ | $0.3 \%$ |

Percentile wage estimates for Licensed Practical and Licensed Vocational Nurses:

| Percentile | $\mathbf{1 0 \%}$ | $\mathbf{2 5 \%}$ | $\mathbf{5 0 \%}$ <br> (Median) | $\mathbf{7 5 \%}$ | $\mathbf{9 0 \%}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Hourly Wage | $\$ 19.47$ | $\$ 22.98$ | $\$ 26.26$ | $\$ 29.86$ | $\$ 34.93$ |
| Annual Wage (2) | $\$ 40,490$ | $\$ 47,800$ | $\$ 54,620$ | $\$ 62,110$ | $\$ 72,650$ |

## Attachment I

## Industry profile for Licensed Practical and Licensed Vocational Nurses:

Industries with the highest published employment and wages for Licensed Practical and Licensed Vocational Nurses are provided. employment in Licensed Practical and Licensed Vocational Nurses, see the create Customized Tables function.

Industries with the highest levels of employment in Licensed Practical and Licensed Vocational Nurses:

| Industry | Employment (1) | Percent of <br> industry <br> employment | Hourly mean <br> wage | Annual mean <br> wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Nursing Care Facilities (Skilled Nursing Facilities) | 171,030 | 12.73 | $\$ 28.10$ | $\$ 58,440$ |
| Home Health Care Services | 83,100 | 5.41 | $\$ 27.10$ | $\$ 56,370$ |
| General Medicat and Surgical Hospitals | 80,840 | 1.45 | $\$ 24.69$ | $\$ 51,360$ |
| Offices of Physicians | 79,130 | 2.84 | $\$ 23.88$ | $\$ 49,660$ |
| Continuing Cace Retirement Communities and | 41,350 | 4.70 | $\$ 27.32$ | $\$ 56,830$ |
| Assisted Living Facilities for the Elderly. |  |  |  |  |

Industries with the highest concentration of employment in Licensed Practical and Licensed Vocational Nurses:

| Industry | Employment (1) | Percent of industry employment | Hourly mean wage | Annual mean wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Nursing Care Facilities Skilled Nursing facilities) | 171,030 | 12.73 | \$28.10 | \$ 58,440 |
| Home Health Care Services | 83,100 | 5.41 | \$ 27.10 | \$ 56,370 |
| Continuing Care Retirement Communities and Assisted Living Facilities for the Elderly. | 41,350 | 4,70 | \$ 27.32 | \$56,830 |
| Psychiatric and Substance Abuse Hospitals | 8,550 | 3.69 | \$26.80 | \$55,740 |
| Qutpatient Care Centers | 33,230 | 3.25 | \$ 29.62 | \$61,610 |

Top paying industries for Licensed Practical and Licensed Vocational Nurses:

| Industry | Employment (1) | Percent of <br> industry <br> employment | Hourly mean <br> wage | Annual mean <br> wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Personal Care Services | 90 | 0.01 | $\$ 43.72$ | $\$ 90,950$ |
| Grantmaking and Giving Services | 70 | 0.05 | $\$ 34.94$ | $\$ 72,670$ |
| Insurance Carriers | 480 | 0.04 | $\$ 31.33$ | $\$ 65,170$ |
| Employment Services | 29,120 | 0.74 | $\$ 31.09$ | $\$ 64,660$ |
| Junior Colleges | 50 | 0.01 | $\$ 30.89$ | $\$ 64,260$ |

## Attachment I

Bureau of Labor Statistics > Occupational Employment and Wage Statistics

## Occupational Employment and Wage Statistics

## Occupational Employment and Wages, May 2022

## 51-9161 Computer Numerically Controlled Tool Operators

Operate computer-controlled tools, machines, or robots to machine or process parts, tools, or other work pleces made of metal, plastic, v materials. May also set up and maintain equipment.

National estimates for Computer Numerically Controlled Tool Operators
Industry profile for Computer Numerically Controlled Tool Qperators
Geographic profile for Computer Numerically Controlled Tool Operators
National estimates for Computer Numerically Controlled Tool Operators:
Employment estimate and mean wage estimates for Computer Numerically Controlled Tool Operators:

| Employment (1) | Employment <br> RSE (3) | Mean hourly <br> wage | Mean annual <br> wage (2) | Wage RSE (3). |
| :---: | :---: | :---: | :---: | :---: |
| 179,360 | $1.6 \%$ | $\$ 23.05$ | $\$ 47,940$ | $0.3 \%$ |

Percentile wage estimates for Computer Numerically Controlled Tool Operators:

| Percentile | $\mathbf{1 0 \%}$ | $\mathbf{2 5 \%}$ | $\mathbf{5 0 \%}$ <br> (Median) | $\mathbf{7 5 \%}$ | $\mathbf{9 0 \%}$ |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Hourly Wage | $\$ 16.04$ | $\$ 18.25$ | $\$ 22.48$ | $\$ 26.94$ | $\$ 30.58$ |
| Annual Wage $\langle 21$ | $\$ 33,360$ | $\$ 37,960$ | $\$ 46,760$ | $\$ 56,030$ | $\$ 63,600$ |

## Attachment I

## Industry profile for Computer Numerically Controlied Tool Operators:

Industries with the highest published employment and wages for Computer Numerically Controlled Tool Operators are provided. employment in Computer Numerically Controlled Tool Operators, see the Create Customized Tables function.

Industries with the highest levels of employment in Computer Numerically Controlled Tool Operators:

| Industry | Employment (1) | Percent of industry employment | Hourly mean wage | Annual mean wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Machine Shops; Turned Product; and Screw. Nut. and Bolt Manufacturing | 38,090 | 11.35 | 522.70 | \$47,210 |
| Machinery Manufacturing (3331, 3332, 3334, and 3339 on (y). | 18,420 | 2.46 | 523.89 | \$49,690 |
| Fabricated Metal Product Manufacturing (3321, 3322,3325, 3325, and 3329 only) | 17,790 | 3.82 | 522.94 | \$47,720 |
| Metalworking Machinery Manufacturing | 13,210 | 8.15 | \$24.05 | \$50,020 |
| Aerospace Product and Parts Manufacturing | 12,590 | 2.64 | \$27.99 | 558,220 |

Industries with the highest concentration of employment in Computer Numerically Controlled Toal Operators:

| Industry | Employment (1) | Percent of industry employment | Hourly mean wage | Annual mean wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing | 38,090 | 11.35 | S 22.70 | \$47,210 |
| Metalworking Machinery Manufacturing | 13,210 | 8.15 | \$ 24.05 | \$ 50,020 |
| Engine, Turbine, and Power Transmission Equinment Manufasturing | 5,100 | 5.73 | \$ 24.43 | \$ 50,820 |
| Foundries | 4,030 | 3.83 | 520.07 | \$41,740 |
| Fabricated Metal Product Manufacturiog ( 3321 . 3322,3325, 3326, and 3329 only). | 17,790 | 3.82 | \$ 22.94 | \$47,720 |

Top paying industries for Computer Numerically Controlled Tool Operators:

| Industry | Employment (1) | Percent of industry employment | Hourly mean wage | Annual mean wage (2) |
| :---: | :---: | :---: | :---: | :---: |
| Puln, Paper, and Parerboard Mills | 130 | 0.15 | S 28.74 | \$59,790 |
| Electronic and Precision Equipment Repair and Maintenance | 70 | 0.06 | \$ 28.46 | \$ 59,190 |
| Management of Companies and Enterprises | 150 | 0.01 | 528.35 | \$58,960 |
| Building Equipment Contractors | 50 | (7) | \$ 28.07 | \$ 58,390 |
| Aerospace Product and Parts Manufacturing | 12,590 | 2.64 | S 27.99 | \$58,220 |

## Licensed Practical Nurse




55 Water Street, 51st Floor
New York, NY, 10041

T: 3473346800
Created Date: 2023-10-03 19:18:39
F: 3476207105 Expiration Date: 2023-11-03 00:00:00

Quote Number: 00116411
Addressed To:

Bill To:
Auburn Career Center
Attn:
Cory Hutter
Attention Accounts Payable 8221 Auburn Road
Concord Township
Ohio
44077-9723
United States
(440)357-7542
chutter@auburncc.org

## Ship To:

Auburn Career Center
Attn:
Cory Hutter
8140 Auburn Rd
Concord Township
Ohio
44077-9723
United States
4403577542

To Purchase, Please Contact:
Madeleine Garone madeleine.garone@ultimaker.com

| Bundle Items |  |  |  |
| :---: | :---: | :---: | :---: |
| Bundle Name | Bundle Products | Bundle Quantity | Total Price |
| Sketch Large Classroam | MakerBot SKETCH Large 3D | 1.00 | USD 3,998.00 |


| Items |  |  |  |
| :--- | :--- | :--- | :--- |
| Product Name | Product Code | Quantity | Total Price |
| Build Plate for MakerBot Sketch Large (2-Pack) | $900-0120 \mathrm{~A}$ | 1.00 | USD 85.00 |
| MakerBot Sketch PLA Filament 10 Pack (Buy 8, Get 2 Free) | $900-0115 \mathrm{~A}$ | $\mathbf{1 . 0 0}$ | USD 464.00 |

Total Price USD 4,547.00
Shipping and Handling USD 169.84
Grand Amount USD 4,716.84
Please include an Accounts Payable email address on your Purchase Orders. Invoice will be sent to the email provided

[^4]

55 Water Street, 51st Floor
New York, NY, 10041

T: 3473346800
Created Date: 2023-10-03 19:18:39
F: 3476207105
Expiration Date: 2023-11-03 00:00:00

These Terms and Conditions of Sale ("Terms") shall apply to any sale of MakerBot products ("Products"). You, on behalf of yourself as an individual or your employer ("Customer"), represent and warrant that you have read, understood and agreed to be bound by these Tems.

1. CUSTOMER ORDER. A Customer's order constitutes an offer to purchase Products from MakerBot Industries, LLC ("MakerBot"). MakerBot shall not be deemed to have accepted any order (or any portion thereof) of Customer with respect to any Products until MakerBot dispatches such Products to the carrier for delivery to Customer as provided herein. MakerBot's acceptance of any order for Products is based upon the express condition that Customer accepts and agrees to be bound by all of the Terms set forth herein. Customer's acceptance of delivery of, or payment for, any Products shall constitute Customer's assent to such Terms. The Terms shall constitute the entire agreement and understanding of MakerBot and Customer with respect to the transactions contemplated hereby. Such Terms shall control irrespective of any inconsistent or additional terms and conditions, whether printed or otherwise, set forth in any communication from Customer to MakerBot, or which otherwise would be deemed established by any course of dealing, course of performance or usage of trade, unless otherwise provided herein or specifically agreed to in writing as a waiver or modification signed by an officer an officer of MakerBot.
2. ORDER ACKNOWLEDGMENT; INVOICES. Upon receipt of an order for Products, MakerBot may, at its option, acknowledge such receipt by providing to Customer an "Order Acknowledgment". No such Order Acknowledgment shall be deemed to constitute MakerBot's acceptance of such order or any portion thereof; such acceptance shall only occur as provided in Section 1 hereof. To the extent that any terms and conditions set forth in any such Order Acknowledgment or in any invoice delivered by MakerBot to Customer in connection with any sale of Products hereunder ("Invoice") are different from, inconsistent with or in addition to the Terms herein, such terms and conditions, together with those herein which are not different from or inconsistent with those in such Order Acknowledgment or Invoice, shall control and constitute the entire agreement and understanding of the parties with respect to the transactions contemplated thereby.
3. PRODUCT CHANGES. MakerBot expressly reserves the right, at any time and without notice, to discontinue the production or change the specifications of any product, and no such change in specifications shall affect any order of such product by Customer.
4. PRICES AND PAYMENT. All prices are subject to change, at any time and without notice. to MakerBot's prices prevailing for its Products at the time of shipment. Unless otherwise indicated in writing by MakerBot, prices are EXW MakerBot's place of manufacture or distribution of its Products. Prices do not include any standard service charges of MakerBot which may be applicable to sales of its Products to the Customer, all of which Customer shall pay. Customer shall also pay and be exclusively liable for all costs of shipping, delivery, insurance and the like after MakerBot has effected delivery of the Products to the carrier. All orders must be paid in full, including shipping, prior to delivery by MakerBol to the carrier, in cash in United States Dollars. MakerBot reserves the right to suspend delivery and performance until full payment is received. Customer shall not set off against or deduct from any amounts due to MakerBot hereunder all or any part of any amounts owed or alleged to be owed by MakerBot to Customer or any damages or losses which Customer may have sustained or allege to have sustained as a result of any breach or alleged breach by MakerBot or any obligation of any kind to Customer (whether or not arising hereunder or in connection herewith).
5. TAXES. Prices do not include any tax or other government charge or assessment upon the sale, shipment, production or use of Products ordered or sold hereunder. Customer shall be solely responsible for, and shall pay to MakerBot upon demand by MakerBot, any such tax, charge or assessment (other than any such tax on or measured by MakerBot's income).
6. TITLE AND RISK OF LOSS. Title to all Products supplied hereunder shall pass to Customer when delivered to the carrier and thereafter, except as otherwise specifically provided herein, all risk of loss and/or damage to any Products ordered hereunder shall be borne by Customer.
7. DELIVERY. MakerBot shall attempt in good faith to effect delivery approximately in accordance with the instructions set forth in Customer's order or approximately on such other schedule as MakerBot may provide to the Customer in any Order Acknowledgment or other response to an order, but MakerBot shall not be responsible or liable for any delays or failure in such delivery. MakerBot expressly reserves the right to effect delivery of Products ordered in any number of separate shipments. Subject to Customer's instructions as to carrier, delivery shall be effected using such modes of transport and such carriers as MakerBot shall deem appropriate. During any period of shortage of any product, MakerBot shall have the right to allocate its supply of such product among its customers, including Customer, pursuant to their respective orders and contracts in any manner MakerBot deems appropriate. MakerBot shall in no event be responsible or liable for any delay or failure to effect delivery due to any cause which is unavoidable or beyond MakerBot's reasonable control and which prevents, impairs or adversely affects in any way MakerBot's performance under any order, including but not limited to war, fire, flood, natural disaster, strike, labor dispute, act of God, governmental action, civil disturbance, accident, or inability to obtain or use materials, labor, equipment, facilities or transportation; in such cases, MakerBot shall have the right, at its option, without penalty or any liability for breach, to terminate all or any part of any order or to reschedule delivery within a reasonable time.
B. INSPECTION BY CUSTOMER; CLAIMS FOR DAMAGE IN TRANSIT. Customer shall carefully examine all deliveries of Products made hereunder and within five (5) days of receipt notify MakerBot of any alleged error, shorlage, defect or non-conformity of any such Products. Any failure by Customer to examine and report shall constitute a waiver of any claim or right of Customer against MakerBot arising hereunder or by law with respect to any such error, shortage, defect or non-conformity reasonably discoverable by such examination. Any and all claims by Customer for damage or loss in transit shall be made by Customer against the carrier.
A.J. GouLder Electric, Inc.

4307 HAMANN PARKWAY
WIL_UGHBY, OHIO 44094 (440) 942-4026

October 4, 2023
Joe Atwell
Auburn Career Center
8140 Auburn Rd
Concord Twp OH 44077

Reference: Electrical installation of new Haas CNC Machine

## Dear Joe,

Here is our electrical quote for the referenced project per our site visit and conversation. This quote is based on normal working hours.

1. Mobilize plan and safety
2. Install bus duct bucket (furnished by owners)
3. Furnish and install the necessary fuses
4. Furnish and install conduit and cord for new machine
5. Terminate and label machine
6. Assist with startup and testing of machine
7. Clean up and demobilize

Quote Total: $\$ 3,890.00$

We appreciate the opportunity to provide this quote to you. If you have any questions, please do not hesitate to contact our office.

Sincerely,

Chad Thomas
A.J. Goulder Electric

Project Manager

| Quote Number : $\quad 1349439-0$ |
| :---: |
| Customer\# : 010475 |
| Quote Date : $10 / 03 / 2023$ |
| Expire Date : $12 / 02 / 2023$ |
| Quoted To : K. Howell |
| Entered By : Alli Quigley |
| Terms : NET 30 |
| Shipping Method : Ground |
| Ship Acct\# : |
| Send Purchase Order To: |
| Accnt Mgr: West Southeast Region |
| Emailics@pocketnurse.com |
| Phone: 1-800-225-1600 |

Phone: (800) 544-9750
Attn: Karen Howell


Quote Number: 1349439-0
Customer\#: 010475
Quote Date: 10/03/2023
Expire Date: 12/02/2023


Quote Number :
1349439-0
Customer\#: 010475
Quote Date : 10/03/2023
Expire Date : 12/02/2023


610 Frankfort Rd. Monaca, PA 15061

Quote Number: 1349439-0
Customer\#: 010475
Quote Date: 10/03/2023
Expire Date: 12/02/2023


1349439-0
Customer\# : 010475
Quote Date: 10/03/2023
Expire Date: 12/02/2023

| Line | Qty | U/M | Item \# | Description | Price | Per | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Genera <br> Lightwe <br> Simple <br> Superio <br> Bony la <br> Change <br> Functio <br> Airway <br> Amniot <br> Articula <br> Articula <br> Birthing <br> Breech <br> Cervical <br> Cesarea <br> CPR <br> Deliver <br> Episioto <br> Externa <br> fetal pa <br> Fetal su <br> Fundal <br> Intramu <br> Manual <br> Membr <br> Oral an <br> Patient <br> Placent <br> Postpa <br> Postpa <br> Scale e <br> Should <br> Screw, <br> Umbilic <br> Umbilic <br> Include <br> Abdom | duct Fe full-bo anspor ge of arks in earanc <br> ageme <br> arms baby - <br> itions <br> eries - <br> tion-6 <br> ction d <br> vaginal <br> repair <br> sion <br> ion - ab <br> sage <br> ar injec <br> hing $m$ <br> rupture <br> sal care <br> tioning <br> via <br> care <br> hemo <br> de pla <br> stocia <br> erior A <br> rd clam <br> ord pro | - $66^{\prime \prime}$ (1 <br> spital sce <br> h fully ar <br> hial spine <br> with mult <br> tion and <br> ) long, knees, incompl <br> , forceps <br> and Leop <br> (materna instructo <br> gavage, fer techn <br> - McRo <br> cutting | ight thigh <br> 's I and II, Wo | se Woo |  |  |
| Continued on next page.... |  |  |  |  |  |  |  |
| Page: 6 a$\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\|\mid ~ S e n d ~ P u r c h a s e ~ O r d e r ~ t o: ~ c s @ p o c k e t n u r s e . c o m ~$ |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Quote Date: 10/03/2023
Expire Date : 12/02/2023


## Attachment I

| Quote Number : | 1348921-0 |
| :---: | :---: |
| Customer\# : 010475 |  |
| Quote Date : 09/29/2023 |  |
| Expire Date : 11/28/2023 |  |
| Quoted To: K. Howell |  |
| Entered By : Michelle Melendez |  |
| Terms: NET 30 |  |
| Shipping Method: Ground |  |
| Ship Acct\# : |  |
| Send Purch <br> Acent Mgr: <br> Email: cs@ <br> Phone: 1-8 | To: <br> theast Region <br> se.com <br> 00 |

Phone: (800) 544-9750
Ship to: Auburn Career Center
8140 AUBURN RD
CONCORD TOWNSHIP, OH 44077
Phone: 1-800-225-1600

Phone: (800) 544-9750
Attn: Karen Howell
Customer/Order Instructions


## Continued on next page....

## Quote Number: 1348921-0

Customer\#: 010475
Quote Date: 09/29/2023
Expire Date : 11/28/2023

| Line | Qty | U/M | Item \# | Description | Price | Per | Extension |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0002 | Nasogastric tube procedures: Placement, lavage, gavage, feeding, and suctioning <br> Enhanced aesthetics: Soft silicone skin with noticable normal and cancerous skin moles, Stage 1 sacral ulcer, and reddened skin folds <br> Respiratory support: Manual ventilation with chest rise, oxygen administration, tracheostomy care, airway/trach suctioning, airway intubation, ventilation, and auscultation <br> Grooming and daily living assistance; Bathing, dressing, denture placement and cleaning, hearing aid placement, eye irrigation, optic drops, ostomy and urinary catherter care, hair care <br> Indwelling male and female urinary catherterization: Includes support for urethral and suprapubic catherters <br> Advanced skills: Urinary catheterization, enema administration, pelvic and prostate examination |  |  |  |  |  | 19,948.51 |
|  | 1 | EA | 11-81-3210-DARKMALE | Nursing Anne Simulator Full Body | 19,948.51 | EA |  |
|  | Item Notes |  |  |  |  |  |  |
|  | Preparing Future Clinicians for Complete Patient Care |  |  |  |  |  |  |
|  | The Nursing Anne Simulator Male extends clinical skills and simulation training across genders for a more inclusive realistic full-body solution that enables students to experience more diverse patient cases to better prepare them for practice. |  |  |  |  |  |  |
|  | From basic assessments and critical thinking to advanced interventions, the Nursing Anne Simulator Male covers every aspect of the modern nursing curriculum as a lifelike multi-patient simulator as well as a skills trainer. |  |  |  |  |  |  |
|  | Nursing Anne Simulator Male delivers authentic training that mirrors the complexities of patient care but in a safe environment. By replicating the physical appearance, students form a deeper psychological connection with the patient, which gives students an opportunity to practice caring for diverse patients in a more realistic way. |  |  |  |  |  |  |
|  | Nursing Anne Simulator Male is available in medium or dark skin tones and comes as a full body pre-assembled simulator or as an add-on modular upgrade kit (11-81-1055). |  |  |  |  |  |  |
|  | Features: |  |  |  |  |  |  |
|  | Airway \& Breathing: |  |  |  |  |  |  |
|  | Realistic airway with uvula, epiglottis, vocal cords, and esophagus |  |  |  |  |  |  |
|  | Various | en de | livery methods |  |  |  |  |
|  | Bag-mask ventilation |  |  |  |  |  |  |
|  | Right mainstem intubation |  |  |  |  |  |  |
|  | Continued on next page.... |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

## Quote Number: 1348921-0

Customer\# : 010475
Quote Date: 09/29/2023
Expire Date: 11/28/2023


## Attachment I

Quote Number: $\quad$ 1348921-0

Customer\#: 010475
Quote Date: 09/29/2023
Expire Date: 11/28/2023


## Quote

610 Frankfort Rd. Monaca, PA 15061

Quote Number:
1348921-0
Customer\#: 010475
Quote Date: 09/29/2023
Expire Date: 11/28/2023


## Attachment I

Customer\#: 010475
Quote Date: 09/29/2023
Expire Date: 11/28/2023


# Get Meta Quest 2 for less 

Dive into immersive experiences with all-in-one VR - now starting at $\$ 299.99$ USD.
swhrecran mave $\$ 299.99$ USD


[^5]| A.at texty | 329* 9* Uab |
| :---: | :---: |

```
Antarom,UC
1585 Dale Court
Beavercreek, OH 45432
937-303-1814
sim2grow@sim2grow.com
```

ADDPESB<br>Karen Howell<br>Auburn Career Center 8140 Auburn Road<br>Concord Twp, OH 44077

8H1P 70
Karen Howell
Aubum Career Center 8140 Auburn Road Concord Twp, OH 44077

## Estimate 1164

## DATE ()9/28:2023

## EXPIRATION DATE 12/3:/2023

## QTY

RATE

Medication Administration System - PREMIUM
SOFTWARE: sim2grow proprietary soltware for 3 iPads $\quad 1$ 14,160.00 $14,160.00$

HARDWARE Bundle - Premium
1 2,299.00 2,299.00
(1 medication cart, 3 IPads w/ above software preloaded, 2 barcode scanners, 1
set of barcoded medication tags) $\qquad$

YEAR 1: ANNUAL Extended License-Premium System
$13,240.003,240.00$
Shipping and Handling $\quad 1 \quad 190.00 \quad 190.00$

NET 30 days Late payments will be charged $5 \%$ interest for the first 30 days past-due and each subsequent 30 days of delinquency will be an additional $5 \%$ interest charged on top of the total price. All orders wlll be invoiced and/or charged on the day in which the order is shipped. All sales final. Terms on simagrow quotes supersede any terms and conditions on a customer purchase order.
All terms related to your fees are governed by the sim2grow End User License Agreement (EULA), which you can access on our website. Please note that your Purchase Order will not supersede any terms within the EULA.
**PLEASE NOTE: It is not our business practice, nor are we required to collect sales tax for purchases made. Any issues related to sales tax should be taken up with your state and/or local taxing authority directly.

Attachment I
Lumis InSight Platiorm
Pricing Breakout : 2023-2024
Purchase

| Solution Area | Unit of Pricing | Price |
| :---: | :---: | :---: |
| 1) Conflouration, Set-up. Insrallation (On-Site Installation a Shipping) |  |  |
| Includas |  |  |
| Shipping. Sot-up/Configuration, Installation, Remote Training 8 Orienlation |  |  |
| 1 Syslem |  | \$3,060 |
| 2-5 Sysioms | One-time fee | 36,000 |
| 6-10 Systams |  | \$8.000 |
| Ovar 10 systems |  | Cuslom |


| 2) Core Product-Soltware |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Inctudes |  |  |  |  |
|  | User Licenses (for Faculty at Students) |  | 1 Year | 2 year |
|  | Up to 25 users | annual | \$2,500 | 34,500 |
|  | Up to 50 users | annual | 34,000 | \$7,500 |
|  | Up to 75 users | annual | \$5,250 | \$10,000 |
|  | Up to 100 users | anmual | \$6,000 | \$11.500 |
|  | Up to 150 users | annual | \$7,500 | \$14,500 |
|  | Enterprise - 500 licanses | ennual | \$10,000 | \$19,000 |
|  | Course Authoring Tookkil LITE | N/A | Included | Included |
|  | Faculty Group Orienlation-1 pre-scheduled webinar per semester | N/A | Inclucled | Included |
|  | Standard Utilization Reports | N/A | Included | Included |
|  | Software Updales | N/A | Inctuded | Included |
|  | Support Tier 1-15 hours of suppon (email) - 24 hour turnaround dime | N/A | Inctuded | Included |
| *2 year commilment, discounted rate for more then 2 years - pletst contect us |  |  |  |  |
| 3) Core Product - Mardware |  |  |  |  |
| meludet |  |  |  |  |
|  | Hands-rree AR syslem wilh integraled Tablet PC | per unit |  |  |
| 1 Slarter Set of Peripherals (included with lirst AR system purchase) |  |  |  |  |
|  |  | NeA |  |  |
| Smart Stethoscope for fotith Atsetstment |  |  |  |  |
| 1 Starter Package of Simulated Drugs ( $10,1 / 4 \mathrm{~L}$ comainers) <br> (included with firsl AR system purchese) |  |  |  |  |
|  |  |  |  |  |
|  | 12 month walranty on hardware | N/A |  |  |



| 51 | Suppart \& Training Service Add-Ons |  |  |
| :---: | :---: | :---: | :---: |
| Support 7iers |  |  |  |
|  | Tier 1 |  |  |
|  | 15 moufs ot support (email anly) - 24 hour tumaround lime | N/A | Included writh substription |
|  | Trer 2 |  |  |
|  | Unlimited support (phone / remold login/ 11 sessions) | annual | \$1,000 |
| Iraining Strvietil |  |  |  |
|  | Group Training - Onsite (1 inll day) | per day | \$4,500 |
| 6) Consulting |  |  |  |
|  | Addilional Customization Services <br> e.g. Custom handware configuration, metrics/eeporting, integration wilh lask Irainers etc. | N/A | Custom Quote |
| Note: *Prices do not incfude sales, tse, and exclise taxes, and any other similar taxes, duties, and charges. |  |  |  |

/ © Haas F1- Team
OFFICIAL MACHINE TOOL

## FACTORY OUTLET

ACXYSO: OF

## DT-1 WITH ROBOT PKG-1 PROPOSAL

PROPOSAL: HFOMW-15310

DATE: 9/29/2023

PREPARED FOR:
CORY HUTTER
AUBURN CAREER CENTER
8140 AUBURN RD
CONCORD TWP OH 44077-9723

PREPARED $\mathrm{EY}_{\text {: }}$
MATT COSO
HFO MIDWEST, DIVISION OF MIDWEST MANUFACTURING RESOURCES INC.
330-405-4227
mcoso@hfomidwest.com

## Attachment I

## Travels

| $\times$ Axis | $508 \mathrm{~mm} / 20.0 \mathrm{in}$ |
| :---: | :---: |
| Y Axis | $406 \mathrm{~mm} / 16.0 \mathrm{in}$ |
| 2 Axis | $394 \mathrm{~mm} / 15.5 \mathrm{in}$ |
| Spindie Nose to Table ( - max) | $546 \mathrm{~mm} / 21.5 \mathrm{in}$ |
| Spindle Noee to Table ( min) | $152 \mathrm{~mm} / 6.0 \mathrm{in}$ |
| Options |  |
| 10,000-rpm Spindle | .. Included |
| Standard Program Memory, IGB | -.... Included |
| 55-Gatlon Coolent Tank | .. Included |
| Early Power-Fallure Detection Module | luded |
| Ethernet Interface | Included |
| HassConnect: Remote monitoring | - Included |
| HaasDrop | - Included |
| Mediz Display M-Code; M130 | --m. Included |
| Rigld Tapping | - Included |
| Safe fun. | Included |
| 20+1 Sido-Hount Tool Changer | -. Included |
| Power Surge Protection | - Included |
| 1-Year Standard Warranty | --. Includad |
| Control Touch Screen | -.. Includad |
| WIFI Connection for the Haas Control | - Included |
| Auto Window | -...- Included |
| Visual Pari Programming Syatem | Included |
| User-Detinable Macros | Includad |
| Spindle Orientation | ... Included |
| Coordinate Rotation and Scalling | Included |
| Chlp Tray Filter Kit | Included |
| BT-Style Tool Changer Grippers | Included |
| Wirglass Intutive Probing Syatem | \$ 5,795.00 |
| Chip Auger | \$ 3,695.00 |
| Auto Door for Mails | - included |
| Programmable Alr, Dusl-Vise | \$ 1,995.00 |
| LOW-VOLT | Included |
| Hass Tooling |  |
| Heas Chip Clearing Fan, 20 mm Shank, Long | \$ 149.95 |
| Machine 8 Options Total | \$69,180.00 |
| Heas Tooknge Totel ..... | \$ 149.95 |
| MACHINE TOTAL | \$69,329.95 |

## ROBOT PKG-1

## Options

Robof-1 Installation KIt, DTIDM, LMC-350HD ..... Included
Extended Table ..... Included
Remote E-Stop ..... included
Safety Gubrd Foncing ..... Included
Single Gripper-1 ..... Included
Dual Gripper-1 ..... $\$ 1,595.00$
ROBOT PKG-1 ..... \$ 51,590.00
TOTAL
ADDITIONAL ITEMS
15\% School Discount ..... \$-18,152.99
Delivery DT- 4 , Robot \& Fencing ..... $\$ 4,500.00$

## Attachment I

Ancher-Kit-: 08-100060:
Robot Intorgration: 4 Days Set Up and Training $\times 4$.. ..... \$6,560.00
SCHUNK 1409271 KSP3 160: SCHUNK STANDARD PNEUMATIC CLAMPING FORCE VISE ..... $\$ 5.915 .00$
SCHUNK 040222 KTH-H 160: SHUNCK STANDARD JAW SET $\times 4$ ..... $\$ 1,408.00$
SHUNCK 1466121 KSL3 160-1: SCHUNK VISE PLATE ..... \$ 971.00
HAAS / SCHUNK 10\% DISCOUNT ..... $\$ 829.00$
RIGGING: UNLOADING AND PLACEMENT ..... \$1,900.00
Lyndex Tooling Certhicate : $\$ 3,000$ Value Lese $35 \%$ ..... \$1,950.00

- Nof avaltable for fradd installation
TOTAL INVESTMENT
\$125,436.96
Shipping polnt Oxnard, CA
Delivery
Payment Terms

$\qquad$
20\% Do

$\qquad$ --
Machine Financing All machines come with a standard 1 year warranty

## Attachment I

## Concord Village <br> Skilled Nursing \& Rehabilitation

## 9/28/23

To Whom It may Concern:
Auburn Career Center has been a vital community partner to many medical health care providers, not only in Geauga County where the training center resides, but also in the counties surrounding Geauga County, including Lake County where Concord Village Skilled Nursing \& Rehabilitation and University Hospital resides. We rely upon a steady flow of work ready candidates from the various health care and Nursing programs available at Auburn Career Center. Their Nursing program plays an integral role in preparing many students to enter the workforce and successfully begin working as nurses.

The historic pandemic drew attention to the vast shortage of nurses in the united states. Our community is in full support of the nursing program at Auburn Career Center and regularly hires students from the programs. Many students use the LPN program as a building block to move on to 4-year colleges to obtain RN and advanced nursing practice master degree programs as well, such as nurse practitioner and physician assistant.

We whole heartedly support Auburn Career Center's desire to update and enhance their technologies, such as virtual reality simulations to virtually increase essential patient contact time and to provide more effective practice working face-to-face with patients. This would allow students to apply clinical judgement and effective decision making for the safety of the patients and best clinical outcomes.

The use of simulated medication carts will provide constant mimicking of medication administration to reduce potential medication errors at health care entities where nurses daily utilize Medication Administration Carts, such as Concord Village SNR, University Hospital and Cleveland Clinic Hospital, as well as all the assisted livings in our community. This will increase patient safety for our whole community and undo potential future harm to patients. The use of an augmented reality system would provide the student a view into a manikin dimensionally, allowing the students to see structures under the surfaces which will help them not only in understanding landmarks, but also provide the ability to successfully and skillfully perform a procedure correctly.

We strongly urge you to provide them the grant funding necessary to obtain this needed technology.
Kindest Pegrsonal Regards,

Aticia Honsley, LNHA/MBA/Administrator
Concord Village SNR
10955 Capital Parkway,
Concord TWP, OH 44077
440-862-1529 work cell 440-709-1100 office
Email: ahensley@concordvillagesnr.com

## Attachment I



HEALTH AND REHABILITATION

Karen Howell MSN, RN

Director Practical Nursing
Auburn Career Center
8140 Auburn Rd.
Concord Twp. OH 44077
Dear Karen:
1 am exited to hear that you are in a position for obtaining grant money to purchase technology items to enhance the learning within healthcare at Auburn Career Center. These advancements will provide new nurses coming out of school advantages to being better prepared and practice ready.

The use of virtual reality simulation places students face to face with patients allowing them to apply clinical judgement and effective decision making for the safety of the patient and best outcomes.

The use of simulated med carts can provide constant mimicking of medication administration to reduce medication errors and harm to patients.

The use of augmented reality system, provides the student a view dimensionally, allowing the student to see structures under the surfaces which help them not only in understanding landmarks but the ability to successfully and skillfully perform procedures correctly.

If I can be of any further assistance in this matter please do not hesitate to contact me.

Sincerely,


Saybrook Landing

## LINCOLN.

electric
THE WELDING EXPERTS
THELINCOLNELECTRIC COMPANY
22801 Saint Clair Avenue • Cleveland, Ohio 44117 • U S.A Tel: +1 (216) 481-8100 • Fax +1 (216) 486-1751

## To Whom It May Concern:

Lincoln Electric has been looking for people to fill multiple openenings in technical positions within our engineering departments. We have recently begun to partner with Auburn Career Center for help filling these positions. We are finding that students coming from Auburn and other similar vocational programs are lacking a few key skills necessary to filling these manufacturing roles not only within our company but across our industry. We are asking schools like Auburn Career Center to expand their training to include more hands on exposure with PLC software and PLC controlled equipment. Most of the industrial equipment in our facility is PLC controlled, and having students come out of these programs with training in this field would benefit our company and others in our industry.

Robotics and Automation is also a large initiative for Lincoln Electric and other manufacturers. Adding more robotics training to programs offered by Auburn Career Center and other vocational programs will further assist Lincoln Electric in expanding operations and our ability to provide product to our customers. We hope that Auburn Career Center is able to grow their programs to include the skills necessary to help our company find and retain top talent from the north east ohio area.

September 29 ${ }^{\text {th }} 2023$.
Garrett Gustafson - Plant Engineering Manager
Lincoln Electric

## Attachment I

## KENNAMETAL

## Terry Colescott

Training Program Manager
Kennametal Inc.
To whom it may concern,
As a longtime supporter of education and our young people I am writing this letter of support for Kennametal on behalf of Auburn Career Center.
Kennametal has had a long-standing relationship with Auburn Career Center's advanced manufacturing program. Specifically, Kennametal helped develop Auburn's first CNC/Machining program that included an eight-week internship at Kennametal. In recognition of Kennametal's commitment, Auburn's program was originally named Kennametal Manufacturing. Kennametal was also instrumental in the restructuring of the facilities at Auburn Career Center, donating equipment and tooling and providing students with scholarship money through the Kennametal Foundation. Kennametal supports Auburn's Super Rapids Grant proposal for much needed automation equipment including a CNC Robotic Tender (DT-1 with Robot) with a new CNC Mill and new 3D printers.
Kennametal is an industry leader in automation and this new equipment will help prepare Auburn graduates for the modern manufacturing workplace.

It is my belief that by teaching students using the equipment listed above, Auburn will better prepare students to enter the workforce prepared to help the manufacturing industry grow and compete on a worldwide scale. This advanced technology will also help put Auburn students into careers that will drive lifelong learning, benefiting students, families, and communities.

Sincerely,
Terry Colescolt

## Attachment I

## Sustainability Plan

The sustainability of the robotic tender and new CNC mill will take place when the CNC/Machining curriculum is updated to incorporate robotic technology and when customized training options for local employers are developed. The medical equipment purchases will be able to seamlessly be added to the classroom either immediately and after professional development of staff to learn the new technology. All of these purchases will allow for diversified instruction to meet individual needs and flexibility in classroom instruction so that there are more hands-on opportunities for students. Auburn's business partners are also supportive of increasing technology, and have offered their support. Auburn prides itself on having the most updated equipment and these new technologies will be added to Auburn's marketing materials to increase enrollment. Increased enrollment and program completion of students in manufacturing and healthcare will impact the region by providing much needed additional employees to both sectors.


## Auburn Career Center <br> 

## Additional Industry Sector Data

Manufacturing is a driver of Northeast Ohio's economy. In addition to the Team NEO data, MAGNET, who's vision is "for our region to be a global leader in smart manufacturing as laid out through the Blueprint for Manufacturing in Northeast Ohio and who's mission is to drive Northeast Ohio manufacturing growth," states on its website that..

- " $50 \%$ of all Northeast Ohio jobs directly depend on manufacturing.
- Ohio is ranked $3^{\text {rd }}$ for manufacturing employment after California and Texas;
- $45 \%$ of Northeast Ohio's largest private employers are manufacturers;
- Ohio has 700,000 manufacturing jobs
- 3.6 additional jobs created with every manufacturing job"

The Ohio Manufacturers' Association 2023 Manufacturing Counts publication also states that,

- "Ohio is powered by manufacturing. The sector is responsible for $17.9 \%$ of Ohio's (all private industries) Gross Domestic Product (2021) and contributes to the state's quality of life by providing..."
- "An annual payroll of \$44 billion, the highest total annual wages of any Ohio industry sector
- $\$ 51$ billion in exported products to 211 countries and territories
- Manufacturing is the largest of Ohio's 20 economic sectors, including government, with a $16 \%$ of total output in 2021"

Northeast Ohio is a rich manufacturing region with Healthcare also playing a pivotal role. Team NEO states that the second largest sector in Northeast Ohio is the healthcare sector growing 20\% from 2007 to 2019, or $\$ 3.8$ billion. Team NEO's research from December 16, 2019 Article Momentum is Strong in Northeast Ohio's \$22 Billion Health Care Industry article," that the most significant growth in the healthcare field is for ambulatory health care services (25\%), hospitals (21\%), and nursing and residential care facilities $(17 \%)$." The article also ranks "healthcare in the top three industries in Northeast Ohio for minority employment, with nearly a quarter of healthcare occupations filled by people of color."

In addition, Jobs Ohio, states on its website that Ohio's Healthcare Industry:

- Consists of 4, 200 bioscience companies
- Features a growing talent pool of about 87,000 bioscience employees, excluding healthcare providers
- Includes 10 nationally ranked hospitals, according to U.S. News 2021-2022


## Auburn Career Center <br> A

## Sustainability

Auburn Career Center has experienced an increase in enrollment of students steadily over the past five years. Auburn Career Center's practical nursing program is once again experiencing pre-pandemic interest. In addition to this Super Rapids grant, Auburn is also planning an extensive renovation of the entire healthcare wing located in Auburn's main building. This renovation and the purchase of the new equipment will help attract even more students and show Auburn's business partners the commitment the school has to serving the healthcare industry's employment needs. Auburn also provides customized training for health care providers, in addition to the courses offered to the public. For example, Auburn contracts with the Visiting Angels and local long-term facilities to provide home health and State Tested Nurse Aide training. Once the equipment is installed, Auburn will be an even more attractive place to send employees to for additional training.

The Machining/CNC program enrollment also continues to be strong. Benefits students have in coming to Auburn's Machining/CNC program include the number of hands on projects, the teaching the basics of manual machining before CNC, and a strong emphasis on fundamental principles. The one item the program lacks currently is a robotic tender and this grant will provide this which will help attract even more students. In addition to adult programming, the robotic tender will also help attract more high school students into manufacturing making this a win for both groups. The manufacturing lab at Auburn has the capacity to add this new equipment and has made plans to have this new equipment front and center to the entrance to give it the "wow" factor it deserves. Local companies are already excited that we are going to be adding this new technology.

Auburn believes that the new equipment will help sustain a strong enrollment in both programs. Auburn has always been committed to working hard to recruit new students using a variety of marketing, the great reputation our students have in the community and building strong business relations.

Finally, Auburn plans to continue to support the costs associated with consumables and expected maintenance of the new equipment and supplies for both programs.

## Auburn Career Center

## November 27, 2023

Super Rapids Committee<br>Sri Vidya<br>Program Manager, Workforce Alignment<br>suppalapati@highered.ohio.gov<br>614-387-1012

Dear Sri,

I am writing this letter to acknowledge that Auburn Career Center is committed to our proposal of increasing the technology and equipment in both our Auburn Practical Nursing program and in our Advanced Manufacturing labs. Auburn plans to cover overages that the grant may not cover. Auburn Career Center is also committed to maintaining the equipment and purchasing any needed supplemental supplies needed to best utilize the equipment for our programs. As stated in the proposal, Auburn is committed to meeting the workforce needs of our community and business partners. Those partners rely on us to train employees in the healthcare and manufacturing career fields with the most updated equipment we can afford, and this grant gives us the opportunity to really step up our game when it comes to advanced technology including simulation and robotics.

Sincerely,


Director of Adult Workforce Education and Business Partnerships
mrodewald@auburncc.org
440-357-7542 ext. 8159

Attachment II

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Attachment II


## Attachment III

## 

## Fiscal Expenditure Report ("FER")

## Instructions


 (www isc.ohio.gov).

## ADDITIONAL ITEMS TO NOTE

"Type of Expenditure may be reported by account or functional category. Pleate be as descriptive as possible.
Please type your name and contact information and sign the Expenditure Report
The Chancellor and Department of Higher Education may request additional information or documentation if necessary, Therefore, please maintain supporting documentation to reflect proper use of funds.


| Project Description (1-2 sentences describing ollignment with approved award and programmatic information! | Equipment/investment | Number of Units | Expended Award funds | Other Funds | Other funds source |  | Cost | Industry sector | Orcupations |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Welding Lab equipment | TIG welder | 2 | \$ 100,000.00 |  |  | 5 | 100,000.00 | 31-33 | 51-4120 |
| Welding tab renovation, updoting venting and flooring | Renovatrons done by Design Firm, LLC | 1 | \$ 50000.00 |  |  | S | 50,000,00 | 31-33 | 51-4120 |
| Healthcare progrom equipment upgradel for nursing and medicad assisting programs | human patient simulators | 3 | \$ 150,000.00 |  |  | 5 | 150,000.00 | 62 | 29.1142 |
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| Total |  |  | \$ 300,000.00 |  |  | \$ | 300,000.00 |  |  |

## Mease submit your Expenditure Report to superrapldsehighered.ohio.gov.

## Attachment III


 any questions. This spreadsheet should be submitted to superaplds ©highered.ohlo.gov.

1. Prowide a briff overview of the program - dercribe the major services or initiatives supported by this furding source and describe the major constituencies served/impacted.

## Attachment III



Fiscol Expenditure Report ("FER")

2. Does thls state-supported investment leverage other sources for the irstitution to expand the level of services provided?
$\square$

## 3. Describe any factors influendng the implementation of this program, including trends in demographics, caseloads, or technology, and any changes in federal/state regulations.

##  with the agreed conditions of the agreement; in addition, I certify the institution's annuol finonclal statement audit includes a revew of funds recelved and spent under this agreement, for corngilance with Amended Sobstitute thouse Bill 33 of the 235 sh General Assembly. This review moy be haduded with the onnuol Ohlo Compllance Supplement terting required by the Auditor of Stote. The Insthution will be Mable for any audit exception that results solely from its acts or omissions in the performance of this agreement. <br> The instution sholl modify ODHE of any nombompllance fudfit exteption found doring the oudft.

To be shened befow by the listitution
administrative approwal
Senature: Date

## Name (typed)

Tillt:
Telephone:
Email address

FISCAL APPROVAL
5 Smature:
Date
Name (toped]
Tithe:
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Emuil address:


## Instructions

Super RAPIDS Semi-Annual Report Survey. The survey requests information as of XXXX for equipment investments made with Super RAPIDS funding per the executed grant agreement. This survey accompanies a Fiscal Expenditure Report spreadsheet that provides ODHE with an update of how the grant funds are being expended.

Super RAPIDS semi-annual reports are collected every October and April. Please note that although Super RAPIDS investments may have augmented existing RAPIDS investments, the two programs are different, and should be tracked separately to fill reporting requirements. The requested data will help the Ohio Department of Higher Education (ODHE) support and partner with institutions, provide success metrics to legislators and the Chancellor, and improve the program. Please complete all questions with the correct information corresponding to the program specified in the question.

Completed surveys must be submitted by XXXX. Please contact John Magill and Sri Vidya Uppalapati at superrapids@highered.ohio.gov, with questions about this survey or the Fiscal Expenditure Report sheet.

## Contacts

Contact Name

Contact Email
$\square$

Institution Name
$\square$

Institution Project Group/Region
$\square$

## Project Progress

Have the equipment and investments proposed been procured/obligated? Additional information on purchasing will be requested on the accompanying Fiscal Expenditure Report spreadsheet.

Yes, completely
Yes, partially
No

## Usage

How many students have used the equipment or benefited from the investments made so far since grant inception?
$\square$

How many businesses have used the equipment or benefited from the investments made so far since grant inception?
$\square$

How many incumbent workers have used the equipment or benefited from the investments made so far since grant inception?
$\square$

Please describe how your institution is meeting the collaborative goals outlined in your proposal, and/or adapted to changing needs and interests in the region with other institutions of higher education and/or business partners.
$\square$

Please upload any photos of the Super RAPIDS investments that highlight their usage and benefit to the institution.
Qualtrics will only allow you to upload one file, so please use a Word or PDF document to have multiple pictures in one document for upload.

Powered by Qualtrics

# Auburn Career Center 



## Attachment Item \#14d

High School Business Partnership Work-Based Learning Affiliation Agreement FY 23-24

2023-2024 School Year Affiliation Agreement
High School
Hork-Based Learning Program
This Affiliation Agreement ("Agreement") is entered into on this 31st day of January 2024 by and between Auburn Vocational School District Board of Education ("Auburn Career Center"). which is located at 8140 Auburn Road. Concord Township. Ohio 44077 and Middlefield Pallet $\qquad$ ("Affiliate Organization"). which is located al $\mathbf{1 5 9 4 0}$ Burton-Windsor Rd., Middlefield. Ohio 44062 (collectively. "Parties").

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

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

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

## 2. Student Provisions

a. Students shall uphold the policies. rules. and regulations of both the Affiliate Organization and Auburn Career Center. For example. the students shall conform to the rules and regulations of the Affiliate Organization and follow all directives of Affiliate Organization staff. By way of further example. the students are also to follow all general regutations and minimum safety standards including, but not limited to. fire safety procedures. hazardous material. and sanitation and safety management.
b. Student actions. attitudes. and appearance shall reflect positivels on both the Affiliate Organization and Auburn Career Center. For example, the students shall wear appropriate attire mutually agreed upon between the Affiliate Organization and Auburn Career Center.
c. Sudents shall provide advance notification of absence to both the Affiliate Organization and coordinating educator.
d. Students shall attend functions that show appreciation for the Affiliate Organization.
e. Students shall not pursue conflicting employment while enrolled in the work-based learning program.
f. Students shall complete and submit records of work experiences as required by the Auburn Career Center:
2. Student work-based activities shall be chosen and completed as designated by the coordinating educator and assigned mentor/sponsor.
h. Students must first obtain approval of the coordinating educator before quitting and/or changing jobs.
i. If students are unable to meet the requirements of the described workforce experiences. a conlerence beemeen the coordinating educator and assigned mentor/sponsor shall be held to determine the appropriate course of action. The Auburn Career Center shall. howeser, have linal responsibility for determining the academic status of the students.
j. The students are solely responsible for transportation and transportation costs while assigned to the Affliate Organization.
k. As part of the work-based learning experience, a stipend and/or any other compensation may be paid to individuals - whom are also students of the Aubum Career Center - as employees of the Affiliate Organization for their work as part of the work-based learning program. As such individuals are paid and/or compensated for their work, these individuals are considered employees of the Affiliate Organization and, therefore. such individuals shall be covered by social security, unemployment compensation. workers" compensation. liability coverage, and/or any other employment related benefits by the Affiliate Organization only. Such individuals shall never be considered employees of the Auburn Career Center.
I. Students shall have on record with the Auburn Career Center current health and emergency conact records needed in accordance with workplace regulations.
3. Parent/Guardian Provisions of High School Students
a. Along with high school students. parents/guardians are responsible for the personal conduct of the student at the Affiliate Organization and Auburn Career Center.
b. Parents/Guardians are responsible for providing and approving any and all transportation to and from the worksite for the high school students.
c. Parents/Guardians shall encourage the high school students to carry out duties and responsibilities effectively.
d. Parents/Guardians shall ensure that the high school students shall have on record with the Auburn Career Center current health and emergency contact records needed in accordance with workplace regutations.
4. Affiliate Organization Provisions
a. The Affiliate Organization shall provide the physical facilities and work enviroment needed for the students assigned to the work-based learning progran in compliance with all applicable industry standards and taws. as well as all tules and regulations of the Auburn Career Center.
b. The Affiliate Organization shall provide parking for the students.
c. The Aftiliate Organization shall employ each student for not less than three (3) hours a week or more than forts (40) hours a week.
d. The Affiliate Organization shall assign a supervisor/mentor who shall work with the coordinating educator in developing each student's learning agrement and evaluating each student.
e. The Affiliate Organization shall comply with all local. state. and federal employmen and compensation laws applicable to each student.
f. The Affiliate Organization shall provide activities for the students to complete on the job.
g. The Aftiliate Organization shall counsel each student about the student's progress on the job.
h. The Affiliate Organization shall provide an orientation for each student at the beginning of the work-based learning program assignments.
i. The Affiliate Organization may request Auburn Career Center to withdraw a student from the work-based learning program if the work performance and/or behavior of the student is unsatisfactory and/or disruptive.
j. The Affiliate Organization may request Auburn Career Center to withdraw an individual student from the work-based learning program if the student's health status is a detriment to the student's successful completion of the work-based learning program.
k. The Affiliate Organization shall appoint a liaison to coordinate and communicate - on a weekly basis - with the coordinating educator.

1. The Affiliate Organization stall administer emergency medical treatment to students and/or call 911 for injury or illness suffered during the work-based learning program. The cost of such treatment shall be the responsibility of the individual student and/or the student's family.
m. The Affiliate Organization will attend the Spring Advisory meeting for their intern's program to offer feedback on program and intern. Failing to attend this meeting may affect the opportunity to have an intern the following year.

## 5. Auburn Career Center Provisions

a. The Auburn Career Center shall provide a coordinating educator to coordinate and communicate - on a weekly basis - with the Affiliate Organization.
b. The coordinating educator shall pertodically observe and evaluate each student's on-the-job perfomance.
c. The coordinating educator shall assist the students in securing an appropriate employment-based experience.
d. The coordinating educator shall counsel each student about the student's progress on the job.
e. The coordinating educator shall determine each student's final grade for any credit granted.
f. The coordinating educator shall reinforce on-the-job experiences through mentorship or educational activities.
g. The coordinating educator shall fairly enforce policies. rules. and regulations.

In. The Auburn Career Center may withdraw any studen from the Affiliate Organization if proper supervision and/or education of the student is not provided.

## 6. Additional Provisions

a. This Agreement is not assignable but is binding on the corporate successor of the Parties.
b. This Agreement is not a third-party beneliciary affiliation agreement and confers no rights upon any students. parents, and/or employees of the Parties.
c. It is understood and agreed that the Parties to this Agreement may revise and/or modify this Agreement by written amendment when both parties agree to such amendments.
d. This Agreement shall be binding when executed by both parties.
e. This Agreement supersedes all prior written and oral agreements between the parties.
f. This Agreement shall be governed by the laws of the State of Ohio.
g. This Agreement takes effect the date the Affiliate Organizations signs until the first day of the 2024-2025 school year unless terminated by either party.
h. The delay and/or failure of performance by either party shall not constitute default under the terms of this Agreement. nor shall such delay and/or failure give rise to any claims against either party for damages. The sole remedy for breach of this Agreement shall be immediate termination.
(Signatures Nexl Page)

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

FOR Middlefield Pallet _:


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

Brian Bontempo. Superintendent (official capacity only)*

Sherry Williamson. Treasurer (official capacity only)*
Date
*This $\Lambda$ greement has no legal elect absent Board action

## Business Partnership Training Plan*

*A training plan is required for all Internship and Mentorship students.

Student Name:
Program:
Training Site:

School Year: 2023-2024
Instructor:
Training Supervisor:

Competencies to be Addressed/Reinforced through the Business Partnership Experience Employability Skills:

- Punctuality - arrive on time; return from breaks/meals on time
- Take and provide constructive criticism
- Respect fellow employees and cooperate with others in the workplace
- Demonstrate good work ethic
- Analyze opportunities for personal and career growth
- Good verbal and written skills

Job Performance Skills:

- Follow Auburn Careen Center and organization safety policies and procedures
- Apply decision-making and problem-solving techniques in the workplace
- repair vises pallets
- son cased palcats

Student: $\qquad$ Date $\qquad$
Instructor: $\qquad$ Date $\qquad$
Supervisor: $\qquad$ Date $\qquad$

DLC - 9/20/2019

# Auburn Career Center 



## Attachment Item \#14e

# College Credit Plus Partnership <br> Agreement with Lakeland <br> Community College FY24-25 

## College Credit Plus Partnership Agreement

WHEREAS, Chapter 3365 of the Ohio Revised Code establishes the College Credit Plus Program (Program), under which students in grades 7-12 may enroll at a college and complete courses for both high school and college credit, and may elect to have the college reimbursed under Section 3365.06(B) of the Ohio Revised Code; and

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

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

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

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

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

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

## A. PARTNERSHIP PARAMETERS:

1. Both parties will operate the Agreement in accordance with the Ohio Revised Code Chapter 3365 and all corresponding rules associated with governance of the State of Ohio's College Credit Plus legislation.
2. Lakeland and Partner will equally promote the Agreement to Partner's students and their families, as well as to the communities served by the Partner.
3. Lakeland and Partner shall agree and follow in all aspects this Agreement's section E, funding, and procedures for payment.
4. If Partner is a public school district, Lakeland and Partner will not charge a Partner's student participating in this Agreement for tuition, textbooks, or fees.
5. Lakeland and Partner will comply with all required reporting in accordance with the Ohio Revised Code and all corresponding rules associated with the State of Ohio's College Credit Plus legislation, including, but not limited to, the annual submission of an executed copy of this Agreement to the Ohio Department of Higher Education and the Ohio Department of Education, and academic term and annual reporting of Partner students' enrollments, grades, and credits under the Program.

## B. STUDENT REQUIREMENTS:

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

## C. LAKELAND SHALL:

1. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Partner and designate a Lakeland staff member to serve as the Partnership coordinator.
2. Identify an advisor for all of Partner's students.
3. Schedule at least one meeting of a Partner's student and Lakeland advisor prior to Lakeland's effective no-fault course drop out date.
4. Provide College Credit Plus application and registration support services for Partner's students.
5. Provide Partner students access to Lakeland facilities and support services.
6. Coordinate with Partner to provide placement testing.
7. Upon course completion, submit and transcript official grades to Partner in a timely manner.
8. Provide any necessary information to Partner or State of Ohio needed for Education Management Information Systems reporting.
9. When offering a Lakeland course taught at a Partner facility or through any of the Partner's digital or electronic capacities that are taught by a Partner instructor:
a. Coordinate the review, selection, and assignment of a Partner instructor, which will parallel the process used by Lakeland to assign adjunct faculty.
b. Confirm that Partner instructors possess the credentials in accordance with the Higher Learning Commission, the Ohio Department of Higher Education, Lakeland, and other applicable program accrediting agencies.
c. Provide copies of Lakeland course outlines/syllabi to Partner instructors selected to teach Lakeland courses.
d. Require that Partner instructor teaching Lakeland courses follow Lakeland syllabus and/or course outlines.
e. Provide a Lakeland representative for Partner instructor orientation to college course work, discussions on course outiines, expected learning outcomes of the courses, peer review in the classroom, monitoring of student and teacher progress, and review of final exam/assessments' grades and grading procedures.
f. Provide a Lakeland representative to conduct up to two observations of each Lakeland course and Partner instructor per semester.
g. Provide professional development opportunities to all Partner instructors who instruct Lakeland courses as adjunct faculty.
h. Require Program students to complete major common student assessments of each college course (e.g., exams, projects, presentations, papers) and be held to the same grading standards as Lakeland.
i. Maintain contact with the Partner representatives and assess the Program at the end of each school year with the Partner.
j. Reserve the right to cancel any Lakeland course provided that any ongoing current term will continue until enrolled students have had the opportunity to complete the scheduled courses for that term and receive final grades and full credit.
k. Provide comprehensive liability insurance coverage for the delivery of Lakeland instruction.
10. Provide oversight to Partner instructors for the learning outcomes and expectations of Lakeland's course.

## D. THE PARTNER SHALL:

1. Issue a notice, prior to February 1 of each year, providing information about College Credit Plus and identifying this Agreement with Lakeland.
2. Designate administrative, academic, student services, and marketing personnel to act as liaisons to their counterparts at Lakeland.
3. On behalf of Lakeland, recruit qualified students to participate in Lakeland courses.
4. Provide at its own expense, appropriate and protected learning space, power and intemet connectivity, and proctor coverage for any agreed to distance learning programs.
5. Confirm the number of college credits a Partner student participant may earn during the academic year by September 15 .
6. When offering Lakeland courses at the Partner's facilities or through any of the Partner's digital or electronic capacities that are taught by a qualified high school instructor:
a. Provide appropriate classroom space and equipment for those courses.
b. Establish proposed course offerings by February 1 prior to each academic year.
c. Schedule all courses to run in the normal Partner cycle and term.
d. Reserve the right to cancel any course.
e. Ensure courses consist of Partner's students who have enrolled at Lakeland and have been appropriately placed into the course. Partner shall follow Ohio Revised Code Chapter 3365 and all corresponding rules for any other Partner student attending that course but not enrolled at Lakeland.
i. Recruit qualified Partner instructors to teach courses or allow Lakeland faculty on premises to teach those courses. Partner instructors must be employees of the Partner, and the Partner shall be solely responsible for paying their salaries and benefits. Furthermore, Partner instructors must possess the credentials in accordance with the Higher Learning Commission, the Ohio Department of Higher Education, Lakeland, and other applicable program accrediting agencies.
f. Require that the applicable college textbook(s), and textbook edition, be used in a course.
g. Facilitate the monitoring of student and Partner instructor progress.
h. Aliow Lakeland academic liaisons to conduct course and instructor evaluations in accordance with departmental practices which may include classroom visits by authorized Lakeland representatives.
i. Provide comprehensive liability insurance coverage for the delivery of instruction and provide Lakeland with a certificate of insurance naming Lakeland as an additional insured.
7. When Program courses are taught at the Partner's facilities or through any of the Partner's digital or electronic capacities by Lakeland faculty:
a. Courses must meet Lakeland's course enrollment minimums.
b. Courses must be aligned with Lakeland's semester calendar and course scheduling pattern unless a modification is requested and approved in advance of the course offering.

## E. FUNDING AND PROCEDURES FOR PAYMENT

## Payment

1. Excluding compensation for "textbooks," Lakeland agrees to accept payment from the State of Ohio Department of Education for each credit hour taught in the following amounts:
a. For courses taught at a Partner facility by a Partner instructor, the amount designated as that academic year's "default floor amount" (\$41.64 per credit hour) as defined under Ohio Revised Code Chapter 3365 and all corresponding rules.
b. For courses taught at a Partner facility by a Lakeland instructor, $\$ 68.90$ per credit hour.
c. For courses taught at a Lakeland facility by a Lakeland instructor, $\$ 105.00$ per credit hour.
2. Excluding its obligation for "textbooks," Partner agrees to release payment from the State of Ohio Department of Education, for each credit hour taught, at any balance designated as above the amount paid to Lakeland as described in paragraph 1 (above), and in compliance with Chapter 3365 of the Ohio Revised Code and all corresponding rules, and in conformance with all State of Ohio Department of Education funding requirements.
3. Partner is required to bear the cost of and provide Program students with textbooks as assigned by Lakeland. "Textbooks" for purposes of this section are defined under Ohio Revised Code Chapter 3365 and all corresponding rules and include hardbound, software, and other purchased coursework materials.
a. For courses taught at Lakeland's facilities or through any of Lakeland's digital or electronic capacities, Partner will directly reimburse Lakeland for rental of "textbooks" at a rate of $\$ 25.00$ for each credit hour taught to Partner's students, with credit hours taught calculated in a manner consistent with the Ohio Revised Code and all administrative rules associated with the State of Ohio's College Credit Plus legislation. Reimbursement from Partner to Lakeland shall be made in full and shall occur within thirty days after receipt of invoice.
b. For courses taught at Partner's facilities or through any of Partner's digital or electronic capacities, Partner shall work directly with Lakeland on developing a program to secure textbooks through Lakeland's Bookstore for Partner's students, and where possible, develop opportunities to re-circulate textbooks. Textbooks used at Partner's facilities must be the most recently approved version by Lakeland and must be available for students when classes begin.
c. Partner's students who take courses at Lakeland must return their rented textbooks to the bookstore by the last day of the semester. If a student drops the class within the drop period, textbooks must be returned to Lakeland's Bookstore in the condition they were purchased. If a student fails to return rented textbook(s), the Partner will be billed for the cost of replacement four weeks into the next term. Term schedule deadline for summer is August 30, fall is February 28 and spring is June 30. No returns will be accepted after the Partner school has been billed.

## Fees

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

## Agreement Termination

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

## F. NON-DISRUPTION:

1. Neither Partner nor Lakeland shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction at Lakeland's or Partner's facilities or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere in any way with the rights and privileges of any invitee, ticensee, employee or any other person lawfully in and upon Lakeland's or Partner's property, or which could cause any impairment or reduction of the good will and reputation of Lakeland or Partner.
2. Insofar as permitted by law, Lakeland and Partner shall maintain confidentiality with regard to information about one another's programs, methods of delivering instruction, or other trade secrets as may be discovered or communicated for the duration of this Agreement and required to execute the terms of this Agreement.

## G. MARKETING:

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

## H. TERM AND TERMINATION:

1. The term of this Agreement shall begin May 20, 2024 (first day of Lakeland's summer term) and, unless earlier terminated, extend through May 19, 2025. As of February 3, 2025, the parties may execute, in writing, signed by authorized representatives of the parties, a successor agreement incorporating the same or similar terms as those set forth herein, which shall not exceed one academic year.

## I. LIMITATION OF LIABILITY:

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

## J. MISCELLANEOUS:

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

For Partner:
Superintendent

For Lakeland:
President
7700 Clocktower Drive
Kirtland, Ohio 44094
5. Waivers and Amendments. The waiver by either party of any provision of this Agreement on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this agreement on any other occasion or upon any other circumstance. This Agreement may be modified or amended only by a writing signed by both parties.
6. Assignment. Neither party may assign its rights or delegate its duties under this Agreement. Any attempted assignment or delegation in violation of this Section will be null and void.
7. No Third-Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of either Party.
8. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement and neither party may make any commitment on behalf of the other or inference that such a relationship exists.
9. Complete Agreement-Integration. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written, between the parties with respect to such subject matter.
10. Compliance with the laws. In performing their obligations under this Agreement, the parties will comply with all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Education Rights to Privacy Act, and shall not unlawfully discriminate against any employee or student of the Partner or Lakeland on the basis of race, sex, religion, disability, age, national origin, color, or veteran status.
11. Counterparts: Facsimile Signatures. This Agreement may be executed in multiple counterparts, all of which shall be originals, and which taken together shall constitute a single agreement between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

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

## ON BEHALF OF LAKELAND COMMUNITY COLLEGE:



## ON BEHALF OF PARTNER:

Superintendent

Treasurer

Date

Date


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[^3]:    Aubum Vocational School District Board of Education R.C. 3319.02 Contract of Employment

[^4]:    MakerBot Terms and Conditions of Sale

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