

GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO

RECORD OF PROCEEDINGS
Minutes – Regular Board Meeting
February 11, 2019

The Board of Education of the Garfield Heights City School District met regular session on Monday, February 11, 2019 at the Garfield Heights Board of Education Offices, 5640 Briarcliff Dr., Garfield Heights, Ohio 44125 at 6:00 p.m. with Mr. Gary Wolske, President of the Board, presiding.

ROLL CALL

Present: Mr. Wolske, Mrs. Kitson, Mrs. Chamberlin, Mr. Juby
Absent: Mr. Dobies

RECOMMEND ADOPTION OF AGENDA AS PRESENTED

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the agenda as adopted.

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

MOMENT OF SILENT REFLECTION & PLEDGE OF ALLEGIANCE

READING & APPROVAL OF MINUTES

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the following minutes:

Minutes from the Organizational Board Meeting of January 7, 2019.
Minutes from the Regular Board Meeting of January 28, 2019.

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

BOARD PRESIDENT’S REPORT

Good evening everyone, welcome to the February Board of Education meeting. We are nearly three quarters of the way through the school year. I would like to wish all of our athletic teams success as State tournament time is upon us. Also congratulations to all of our student athletes that signed letter of intent this past week. And congratulations to the Music Express students and band students on their recent success at the Walsh Invitational. Lastly, to all of the young people that represent our District in various activities, I am constantly told what courteous and polite students they are, you should be proud of yourselves.

COMMITTEE REPORTS:

Cuyahoga Valley Career Center – Christine A. Kitson
Student Activities - Joseph Juby
Legislative Liaison – Gary Wolske
City Liaison – Robert A. Dobies Sr.
Policy Liaison – Christine A. Kitson & Joan Chamberlin

PRESENTATION

Doug Giebel of Marouse Brothers and Gerard Prepetit of Brewer Garrett gave the Board an overview of proposed site drawings and structure design for a new Transportation Center behind the HPE Building.

RECOGNITIONS/COMMENDATIONS

SUPERINTENDENT'S REPORT

Testing season is right around the corner, and over the next several weeks, the Garfield Heights City Schools will be sharing important reminders for students and parents through online, video and social media sources so that students can maximize their performance on these tests. As a reminder to all parents, the following list of preparatory measures can help students during testing season, including:

- Speak openly with your children about testing and explain to your child that tests are coming in the next few months.
- Stay positive and encouraging by praising your child for his or her positive accomplishments.
- When testing week arrives, please do all that you can to make sure your son or daughter is healthy and in school.
- Communicate with your child's teachers to discuss your son or daughter's progress.
- Provide a quiet learning environment for school work at home. When studying at home in a quiet, comfortable place is provided, overall learning performance can be achieved.
- Provide a variety of new reading materials at home. Books and magazines provide the opportunity for your student to learn new words that might appear on tests.
- Finally, despite all of these items above, refrain from placing TOO MUCH emphasis on your child's test score. Too much pressure could adversely affect his or her performance.

Several important exercises are underway right now in classrooms at all grade levels to help parents prepare at home. Vocabulary words, practice tests and various word-of-the-week assignments and others are all designed to help our students with the testing seasons.

Next, our 8th grade Boys Basketball team is being honored tonight by Mayor Vic Collova at Garfield Heights City Hall at the Council Meeting for their outstanding season. The Garfield Heights Middle School 8th graders finished the 2018-2019 basketball season with a 13-3 overall record and won the Greater Cleveland Conference Tournament Championship. Over the past two years, their combined record for the middle school was 30 wins

and 6 losses. Most importantly, these boys also excel in the classroom as student-athletes. Tommie Benn has one of the highest GPA's in the school with a 4.2. Their academic and athletic work has made Garfield Proud. The 8th graders are coached by Coach Bill Ritter. Congratulations to this team.

Finally, Winter Family Fun Night is being held tomorrow night on Tuesday, February 12, 2019 from 5- 6:30 p.m. in the Auxiliary Gymnasium at the High School. This event is in its 4th year and continues to be a source of fun activities and Bulldog Pride among our District's youngest students. You can purchase tickets at the door for \$10 for your entire family and we look forward to seeing you there. Thank you, Mr. President, and as always... GO BULLDOGS!

REMARKS FROM THE PUBLIC REGARDING AGENDA ITEMS

REPORTS & RECOMMENDATIONS OF THE TREASURER:

Moved by Mrs. Chamberlin, seconded by Mr. Juby to approve the financials for January 2019, as presented in Exhibit "A".

Ayes: Chamberlin, Juby, Kitson, Wolske
Nays: None

RECOMMENDATIONS OF THE BOARD OF EDUCATION:

RECOMMENDATIONS OF THE SUPERINTENDENT TO THE BOARD:

PERSONNEL:

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the Employee Leaves as presented in Exhibit "B".

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Kitson to accept the resignation of Cody Gonyeau, Intervention Specialist at Elmwood, effective at the end of the 2018-2019 school year.

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the Administrative Benefits Package effective February 1, 2019 as presented in Exhibit "C".

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the Qualified Benefits Package effective February 1, 2019 as presented in Exhibit "D"

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the administrative salaries for the 2018-19 school year as presented in Exhibit "E"

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby seconded by Mrs. Kitson to amend the Qualified salaries as presented in Exhibit "F".

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby seconded by Mrs. Kitson to approve the amended Qualified salaries for the 2018-19 school year as presented in Exhibit "F".

Ayes: Juby, Kitson, Chamberlin, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve an hourly stipend of \$25.76 to those teachers participating in Elmwood's Literacy Night, January 28, 2019 to be paid from Title funds.

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve an hourly stipend of \$25.76 to those teachers participating in the Middle School's Literacy Night, March 5, 2019 to be paid from Title Funds.

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve William Foster teachers tutoring students in reading be compensated at the rate of \$25.76 per hour to be paid out of Title I funds.

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve Elmwood teachers tutoring students in reading be compensated at the rate of \$25.76 per hour to be paid out of Title I Funds.

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve an hourly stipend of \$25.76 to those teacher participating in William Foster's Math Night, February 19, 2019 and ELA Night April 4, 2018 to be paid from Title funds.

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve the spring Athletic Supplemental Positions for 2018-2019 as follows:

Baseball

Jeff Papesh - Head Varsity Coach - HS
 Jason Osborne - Assistant Varsity Coach - HS
 Cody McConaha - Assistant JV Coach - HS
 Michael Banyasz - Assistant JV Coach - HS
 Chris Cole - Assistant FR Coach - HS
 Matthew Mihalyov - Head Coach - MS

Softball

Katie Bandiera - Head Varsity Coach - HS
 Patrick Kimbrough - Assistant Varsity Coach - HS
 Karen Mazzolini - Assistant JV Coach - HS
 Jana Jenkins - Head Coach - MS

Track

Ike Dawson - Head Varsity Coach - HS
 Dave Schillero - Assistant Varsity Coach - HS
 Jamison Hultine - Assistant Varsity Coach - HS
 Ashley Turner - Assistant Varsity Coach - HS

Tennis

Andrew Burke - Head Varsity Coach – HS

Ayes: Juby, Chamberlin, Kitson, Wolske
 Nays: None

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve the classified contract(s) for the 2018-2019 school year as follows:

<u>Name</u>	<u>Position</u>	<u>Hours</u>	<u>Exp.</u>
Isaiah Allums (eff: 2/12/19)	Building Assistant (1B) – ML	6	0

Ayes: Juby, Chamberlin, Kitson, Wolske
 Nays: None

POLICY:

CONTRACTS:

Moved by Mrs. Kitson, seconded by Mr. Juby to approve the amendment of contract with PSI Services to add an additional Title I Teacher for St. Benedict School to be paid from their Auxiliary Service Funds.

Ayes: Kitson, Juby, Chamberlin, Wolske
 Nays: None

Moved by Mrs. Kitson, seconded by Mr. Juby to approve an amendment of the Educational Service Center of Northeast Ohio Inter-Service Area contract to add eight (8) additional days for the ELL Tutor.

Ayes: Kitson, Juby, Chamberlin, Wolske
Nays: None

RENTALS & FACILITY USAGES:

MISCELLANEOUS:

Moved by Mr. Juby, seconded by Mrs. Kitson to approve the school calendar for the 2019-2020 school year, as presented in Exhibit "G".

Mrs. Chamberlin questioned the number of instruction days shown in the proposed calendar. Looks to her that there are three less days. She then asked if the district would in compliance with ODE requirements with the less days. Mrs. Reisland, Coordinator of Teaching and Learning, stated that the proposed calendar was well beyond the minimums required.

Ayes: Juby, Wolske
Nays: Chamberlin
Abstain: Kitson

Moved by Mr. Juby, seconded by Mrs. Chamberlin to approve Resolution No. 2019-03, a Resolution Authorizing the Execution of a Lease Extension Agreement With American Towers, LLC for a Cellular Phone Tower At The High School as presented in Exhibit "H".

Ayes: Juby, Chamberlin, Kitson, Wolske
Nays: None

REMARKS FROM THE PUBLIC REGARDING MISCELLANEOUS SCHOOL ITEMS

ANNOUNCEMENT OF NEXT BOARD MEETINGS

**Board of Education Regular Meeting – 6:00 P.M.
March 18, 2019
William Foster Elementary School
12801 Bangor Ave.
Garfield Heights, OH 44125**

EXECUTIVE SESSION

Moved by Mr. Juby, seconded by Mrs. Chamberlin to enter into Executive Session at 6:46 p.m. for the purpose of evaluating the Treasurer and Superintendent.

Ayes: Juby, Chamberlin, Kitson, Wolske

Nays: None

Adjourned from Executive Session at 7:33 p.m.


Move by Mrs. Chamberlin, seconded by Mrs. Kitson to adjourn at 7:34 p.m.

Ayes: Chamberlin, Kitson, Juby, Wolske

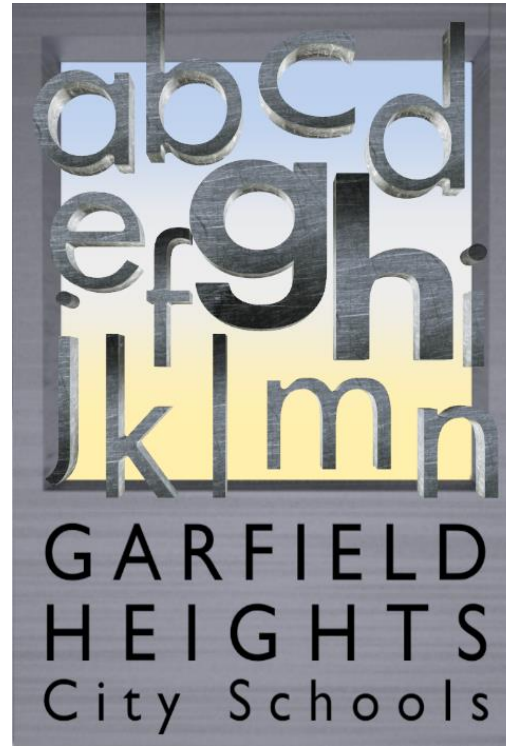
Nays: None



President



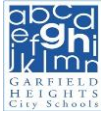
Treasurer



Financial Report

January 31, 2019

Garfield Heights City Schools

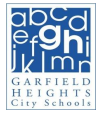


Forecast Comparison - General Operating Fund - January 2019



	January 2019 Estimate	January 2019 Actuals	January 2018 Actuals	Variance-Month Actuals to Estimate	Explanation of Material Variance (Greater than 5%)
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 1,782,000	\$ 2,371,000	\$ 1,848,000	\$ 589,000	Received first of two advances
1.020 - Public Utility Property Tax	\$ -	\$ -	\$ -	\$ -	
1.035 - Unrestricted Grants-in-Aid	\$ 2,020,000	\$ 2,054,925	\$ 2,012,145	\$ 34,925	
1.040 - Restricted Grants-in-Aid	\$ 43,000	\$ 41,830	\$ 47,226	\$ (1,170)	
1.050 - Property Tax Allocation	\$ -	\$ -	\$ -	\$ -	
1.060 - All Other Operating Revenues	\$ 22,000	\$ 179,617	\$ 27,272	\$ 157,617	Received two Medicaid payments this month.
1.070 - Total Revenue	\$ 3,867,000	\$ 4,647,372	\$ 3,934,643	\$ 780,372	
Other Financing Sources:					
2.050 - Advances In	\$ -	\$ -	\$ -	\$ -	
2.060 - All Other Financing Sources	\$ -	\$ -	\$ -	\$ -	
2.080 Total Revenue and Other Financing Sources	\$ 3,867,000	\$ 4,647,372	\$ 3,934,643	\$ 780,372	
Expenditures:					
3.010 - Personnel Services	\$ 1,897,000	\$ 1,908,133	\$ 1,855,323	\$ (11,133)	
3.020 - Employees' Retirement/Insurance Benefits	\$ 770,000	\$ 755,365	\$ 750,299	\$ 14,635	
3.030 - Purchased Services	\$ 1,082,000	\$ 1,185,242	\$ 1,082,675	\$ (103,242)	Incurred double tuition, electricity, and substitute payments this month.
3.040 - Supplies and Materials	\$ 44,000	\$ 92,982	\$ 55,676	\$ (48,982)	Software license renewals and an increase in matenance supplies needed to start second half of year.
3.050 - Capital Outlay	\$ -	\$ -	\$ 1,368	\$ -	
4.055 - Debt Service Other	\$ -	\$ -	\$ -	\$ -	
4.300 - Other Objects	\$ 14,500	\$ 40,544	\$ 31,888	\$ (26,044)	Audit fees were paid this month
4.500 - Total Expenditures	\$ 3,807,500	\$ 3,982,266	\$ 3,777,229	\$ (174,766)	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ 119,105	\$ 119,105	\$ -	\$ -	
5.020 - Advances Out	\$ -	\$ -	\$ -	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 3,926,605	\$ 4,101,371	\$ 3,777,229	\$ (174,766)	
Surplus/(Deficit) for Month	\$ (59,605)	\$ 546,001	\$ 157,414	\$ 605,606	

Garfield Heights City Schools



Forecast Comparison - General Operating Fund - July to June 2019



	FYTD 19 Estimate	FYTD 19 Actuals	FYTD 18 Actuals	Variance- Current FYTD Actual to Estimate	
Revenue:					
1.010 - General Property Tax (Real Estate)	\$ 8,595,700	\$ 9,184,732	\$ 8,727,764	\$ 589,032	Need to wait for second half settlement to determine if we are on target.
1.020 - Public Utility Property Tax	\$ 406,000	\$ 406,050	\$ 390,352	\$ 50	
1.035 - Unrestricted Grants-in-Aid	\$ 14,069,900	\$ 14,148,443	\$ 13,656,780	\$ 78,543	
1.040 - Restricted Grants-in-Aid	\$ 415,500	\$ 415,715	\$ 536,583	\$ 215	
1.050 - Property Tax Allocation	\$ 1,387,600	\$ 1,390,443	\$ 1,473,055	\$ 2,843	
1.060 - All Other Operating Revenues	\$ 516,200	\$ 699,209	\$ 609,182	\$ 183,009	Medicaid payments were received earlier than estimated
1.070 - Total Revenue	\$ 25,390,900	\$ 26,244,592	\$ 25,393,716	\$ 853,692	
Other Financing Sources:					
2.050 - Advances In	\$ 328,324	\$ 328,324	\$ 170,312	\$ -	
2.060 - All Other Financing Sources	\$ -	\$ -	\$ 4,349	\$ -	
2.080 Total Revenue and Other Financing Sources	\$ 25,719,224	\$ 26,572,916	\$ 25,568,377	\$ 853,692	
Expenditures:					
3.010 - Personnel Services	\$ 13,989,000	\$ 14,002,999	\$ 13,775,854	\$ (13,999)	
3.020 - Employees' Retirement/Insurance Benefits	\$ 5,386,000	\$ 5,391,224	\$ 5,097,876	\$ (5,224)	
3.030 - Purchased Services	\$ 5,257,000	\$ 5,283,921	\$ 5,353,376	\$ (26,921)	
3.040 - Supplies and Materials	\$ 669,500	\$ 754,901	\$ 547,593	\$ (85,401)	Should level out with estimates as we proceed through the second half of school year.
3.050 - Capital Outlay	\$ 83,500	\$ 220,890	\$ 376,592	\$ (137,390)	Need to reclassify expenditures to other funds to bring this back to estimates.
4.055 - Debt Service Other	\$ -	\$ -	\$ 133,514	\$ -	
4.300 - Other Objects	\$ 351,700	\$ 351,457	\$ 312,883	\$ 243	
4.500 - Total Expenditures	\$ 25,736,700	\$ 26,005,392	\$ 25,597,688	\$ (268,692)	
Other Financing Uses:					
5.010 - Operating Transfers-Out	\$ 119,105	\$ 119,105	\$ -	\$ -	
5.020 - Advances Out	\$ -	\$ -	\$ -	\$ -	
5.050 - Total Expenditures and Other Financing Uses	\$ 25,855,805	\$ 26,124,497	\$ 25,597,688	\$ (268,692)	
Surplus/(Deficit) FYTD	\$ (136,581)	\$ 448,419	\$ (29,311)	\$ 585,000	

Garfield Heights City Schools



Revenue Analysis Report - General Operating Fund Only - FY19



2018-2019	Local Revenue				Federal	State Revenue			Non-Operating*	Total Revenue
	Taxes		Interest	Other Local		Unrestricted Grants-in-Aid	Property Tax Allocation	Restricted Grants-in-Aid		
	Real Estate	Personal Property								
July	3,943,000	-	9,207	23,494	-	1,960,093	-	66,591	-	6,002,385
August	2,870,732	406,050	5,255	174,462	-	2,055,203	-	66,576	328,324	5,906,602
September	-	-	9,958	29,218	-	2,061,429	1,282,622	66,574	-	3,449,801
October	-	-	-	209,965	-	1,992,029	47	65,766	-	2,267,807
November	-	-	33,167	2,620	-	1,957,513	107,774	64,695	-	2,165,769
December	-	-	2,898	19,349	-	2,067,250	-	43,683	-	2,133,180
January	2,371,000		1,911	177,706		2,054,925		41,830		4,647,372
February										-
March										-
April										-
May										-
June										-
Totals	\$9,184,732	\$406,050	\$62,396	\$636,814	\$0	\$14,148,442	\$1,390,443	\$415,715	\$328,324	\$26,572,916
% of Total	34.56%	1.53%	0.23%	2.40%	0.00%	53.24%	5.23%	1.56%	1.24%	

*Non-Operating Revenue includes advances in, and refund of prior year expenditures.

Garfield Heights City Schools



Expenditure Analysis Report - General Operating Fund - FY19



2018-2019	Salaries	Benefits	Services	Supplies	Equipment	Other	Non-Operating*	Total Expenses
July	1,892,516	739,928	802,621	211,502	-	82,960	-	3,729,527
August	2,658,098	808,108	605,201	184,747	8,422	198,494	-	4,463,070
September	1,840,747	811,948	599,118	69,625	124,581	5,850	-	3,451,869
October	1,878,669	758,133	589,983	114,594	87,887	6,826	-	3,436,092
November	1,904,159	758,199	934,223	60,419	-	9,777	-	3,666,777
December	1,920,677	759,543	567,533	21,032	-	7,017	-	3,275,802
January	1,908,133	755,365	1,185,242	92,981	-	40,544	119,105	4,101,370
February								-
March								-
April								-
May								-
June								-
TOTALS	\$14,002,999	\$5,391,224	\$5,283,921	\$754,900	\$220,890	\$351,468	\$119,105	\$26,124,507
% of Total	53.60%	20.64%	20.23%	2.89%	0.85%	1.35%	0.46%	

*Non-Operating expenses include advances and transfers out.

Garfield Heights City Schools

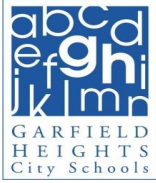


January 31, 2019

FINSUMM Financial Summary

Fund	Fund Name	Beginning Balance 7/1/2018	Monthly Receipts	Fiscal Year To Date Receipts	Monthly Expenditures	Fiscal Year To Date Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
001	General Fund	\$1,078,458.00	\$4,647,372.00	\$26,572,915.00	\$4,101,370.00	\$26,124,498.00	\$1,526,875.00	\$1,934,817.00	(\$407,942.00)
002	Bond Retirement	\$3,283,865.00	\$636,000.00	\$2,651,739.00	\$0.00	\$3,881,730.00	\$2,053,874.00	\$0.00	2,053,874.00
003	Permanent Improvement	\$186,224.00	\$21,377.00	\$92,451.00	\$124,943.00	\$252,956.00	\$25,719.00	\$73,150.00	(47,431.00)
004	Building Fund	\$103,558.00	\$3,725.00	\$20,075.00	\$0.00	\$26,661.00	\$96,972.00	\$51,171.00	45,801.00
006	Food Service	\$1,458,612.00	\$171,392.00	\$987,524.00	\$234,901.00	\$1,192,805.00	\$1,253,331.00	\$605,421.00	647,910.00
007	Special Trust	\$25,001.00	\$0.00	\$750.00	\$500.00	\$10,712.00	\$15,039.00	\$6,650.00	8,389.00
008	Endowment Trust	\$100,665.00	\$216.00	\$1,338.00	\$0.00	\$500.00	\$101,503.00	\$0.00	101,503.00
009	Uniform Supplies	(\$7.00)	\$879.00	\$6,150.00	\$1,812.00	\$47,653.00	(\$41,510.00)	\$13,353.00	(54,863.00)
014	Rotary - Internal Services	\$75,364.00	\$2,504.00	\$11,684.00	\$1,882.00	\$4,201.00	\$82,847.00	\$0.00	82,847.00
018	Public School Support	\$6,311.00	\$1,711.00	\$9,326.00	\$3,053.00	\$13,908.00	\$1,729.00	\$10,312.00	(8,583.00)
019	Other Grants	\$55,897.00	\$0.00	\$64,868.00	\$50,410.00	\$210,570.00	(\$89,805.00)	\$16,588.00	(106,393.00)
022	District Agency	\$22,184.00	\$0.00	\$260.00	\$0.00	\$1,429.00	\$21,015.00	\$0.00	21,015.00
024	Employee Benefits Self Insurance	\$186,407.00	\$0.00	\$0.00	\$36,439.00	(\$10,810.00)	\$197,217.00	\$1,125,331.00	(928,114.00)
034	Classroom Facilities Maintenance	\$768,054.00	\$30,623.00	\$134,734.00	\$20,725.00	\$104,768.00	\$798,020.00	\$18,593.00	779,427.00
200	Student Managed Funds	\$10,151.00	\$77.00	\$20,834.00	\$1,644.00	\$14,433.00	\$16,552.00	\$19,139.00	(2,587.00)
300	District Managed Funds	\$11,040.00	\$136,311.00	\$186,781.00	\$28,250.00	\$181,174.00	\$16,647.00	\$29,162.00	(12,515.00)
401	Auxiliary Services	\$104,443.00	\$412.00	\$327,139.00	\$83,938.00	\$290,434.00	\$141,148.00	\$173,450.00	(32,302.00)
439	Public School Preschool	(\$1.00)	\$13,585.00	\$39,965.00	\$6,896.00	\$87,874.00	(\$47,910.00)	\$7.00	(47,917.00)
440	Entry Year Programs	\$183.00	\$0.00	\$0.00	\$0.00	\$0.00	\$183.00	\$0.00	183.00
451	OneNet (Data Communication)	\$9,083.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$13,583.00	\$0.00	13,583.00
452	Schoolnet Professional Development	\$9.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9.00	\$0.00	9.00
461	Vocational Education Enhancements	\$3,199.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,199.00	\$0.00	3,199.00
463	Alternative Schools	\$334.00	\$0.00	\$0.00	\$0.00	\$0.00	\$334.00	\$0.00	334.00
499	Miscellaneous State Grants	\$992.00	\$0.00	\$21,798.00	\$2,947.00	\$2,947.00	\$19,843.00	\$19,447.00	396.00
506	Race to the Top	\$604.00	\$0.00	\$0.00	\$0.00	\$0.00	\$604.00	\$0.00	604.00
516	IDEA-B	\$146.00	\$258,312.00	\$749,654.00	\$178,167.00	\$1,004,108.00	(\$254,308.00)	\$222,752.00	(477,060.00)
533	Title IID Technology	\$76.00	\$0.00	\$0.00	\$0.00	\$0.00	\$76.00	\$0.00	76.00
536	Title I - School Improvement Part A	\$93.00	\$0.00	\$79,694.00	\$0.00	\$88,509.00	(\$8,722.00)	\$817.00	(9,539.00)
572	Title I - Disadvantaged Children	(\$549,843.00)	\$106,113.00	\$767,681.00	\$98,803.00	\$711,182.00	(\$493,344.00)	\$180,291.00	(673,635.00)
573	Title V	\$2,074.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,074.00	\$34.00	2,040.00
584	Drug Free School	\$7,777.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,777.00	\$0.00	7,777.00
587	Preschool Handicap	\$0.00	\$1,900.00	\$9,784.00	\$2,478.00	\$12,368.00	(\$2,584.00)	\$0.00	(2,584.00)
590	Title II-A - Improving Teacher Quality	\$40.00	\$14,157.00	\$78,010.00	\$12,607.00	\$118,668.00	(\$40,618.00)	\$29,354.00	(69,972.00)
599	Miscellaneous Federal Grants	\$3,378.00	\$253.00	\$13,835.00	\$1,800.00	\$15,221.00	\$1,992.00	\$16,174.00	(14,182.00)
Grand Totals (ALL Funds)		\$6,954,371.00	\$6,046,919.00	\$32,853,489.00	\$4,993,565.00	\$34,388,499.00	\$5,419,361.00	\$4,546,013.00	\$873,348.00

Garfield Heights City Schools



**Record of Advances
2017/18 Initial - 2018/19 Returned**



INITIAL ADVANCE INFORMATION						ADVANCE RETURN	
Date Approved	Board Resolution	FROM Fund	TO Fund	Fund Name	Amount	Date Returned	Amount
7/18/2018	2018-20	001	019-916A	Students of Promise	\$53,524.00	8/31/2018	\$53,524.00
7/18/2018	2018-20	001	439-9018	Public School Preschool	\$33,800.00	8/31/2018	\$33,800.00
7/18/2018	2018-20	001	516-9018	Title VI-B	\$140,000.00	8/31/2018	\$140,000.00
7/18/2018	2018-20	001	536-918I	Tilte I Sub A	\$76,800.00	8/31/2018	\$76,800.00
7/18/2018	2018-20	001	587-9018	Preschool Handicap	\$3,000.00	8/31/2018	\$3,000.00
7/18/2018	2018-20	001	590-9018	Title II-A	\$21,200.00	8/31/2018	\$21,200.00
					\$328,324.00		\$328,324.00
Advances Outstanding							\$0.00

Garfield Heights City Schools



Approved Grant Funds for 2018/2019



This report is a listing of all grant funds authorized and received throughout the 2018/2019 fiscal year.

Fund	Description	Authorized Amount	Non-Public Authorized Amount	Monthly Amount Received	Amount Received Project-To-Date
	<u>State Grants</u>				
439/9019	Public School Preschool	\$80,000.00	\$0.00	\$13,585.00	\$25,240.00
451/9019	Data Communications	\$0.00	\$0.00	\$0.00	\$4,500.00
	<u>Auxiliary Services</u>				
401/9019	Trinity	\$0.00	\$0.00	\$0.00	\$152,510.00
401/9619	St. Benedict	\$0.00	\$0.00	\$0.00	\$172,460.00
	Total State Funds	\$80,000.00	\$0.00	\$13,585.00	\$354,710.00
	<u>Federal Grants</u>				
516/9019	IDEA-B Special Education	\$1,007,792.00	\$0.00	\$258,312.00	\$334,541.00
536/9191	Title I School Improvement Part A	\$0.00	\$0.00	\$0.00	\$79,694.00
572/9019	Title I	\$1,499,129.00	\$0.00	\$106,113.00	\$714,922.00
587/9019	Preschool Special Education	\$17,767.00	\$0.00	\$1,900.00	\$5,850.00
590/9019	Title II-A Improving Teacher Quality	\$214,832.00	\$0.00	\$14,157.00	\$43,732.00
599/9019	Title IV-A Student Supp/Academic Enrich	\$116,966.00	\$0.00	\$8,047.00	\$16,094.00
	Total Federal Funds	\$2,856,486.00	\$0.00	\$388,529.00	\$1,194,833.00



Cash Reconciliation



January 31, 2019

FINSUM Balance **\$5,419,361.00**

Bank Balance:

Key Bnk - Property Tax/Foundation Receipts	\$ 1,274,737.00	
PNC - General	\$ 511,172.00	
JP MorganChase - Payroll	\$ 1,038,428.00	
		\$ 2,824,337.00

Investments:

STAR Ohio	526,795.00	
Red Tree	2,313,789.00	
PNC-Sweep	4,076.00	
Citizens-Sweep	<u>114,112.00</u>	
		\$ 2,958,772.00

Change Fund:

HS School Store	50.00	
HS Library	50.00	
High School Athletics	1,050.00	
		\$ 1,150.00

Less: Outstanding Checks-PNC Bank (General Fund) (364,898.00)

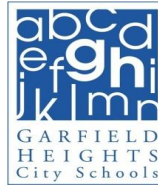
Adjustments	0.00
In Transits	0.00

Bank Balance **\$ 5,419,361.00**

Unreconcilable Difference **\$ -**

Garfield Heights City Schools

1/31/2019



Appropriation Summary

Fund	FYTD Appropriated	Prior FY Carryover Encumbrances	FYTD Expendable	FYTD Actual Expenditures	MTD Actual Expenditures	Current Encumbrances	FYTD Unencumbered Balance	FYTD Percent Exp/Enc
001 General Fund	\$45,331,655.00	\$514,032.00	\$45,845,687.00	\$26,124,498.00	\$4,101,370.00	\$1,934,817.00	17,786,372.00	61.20%
002 Bond Retirement	\$4,581,640.00	\$0.00	4,581,640.00	\$3,881,730.00	\$0.00	\$0.00	699,910.00	84.72%
003 Permanent Improvement	\$260,507.00	\$0.00	260,507.00	\$252,956.00	\$124,943.00	\$73,150.00	23,902.00	125.18%
004 Building Fund	\$26,100.00	\$0.00	26,100.00	\$26,661.00	\$0.00	\$51,171.00	51,171.00	0.00%
006 Food Service	\$2,105,000.00	\$16,886.00	2,121,886.00	\$1,192,805.00	\$234,901.00	\$605,421.00	323,660.00	84.75%
007 Special Trust	\$15,000.00	\$19,150.00	34,150.00	\$10,712.00	\$500.00	\$6,650.00	16,788.00	50.84%
008 Edowment Trust	\$500.00	\$500.00	1,000.00	\$500.00	\$0.00	\$0.00	500.00	50.00%
009 Uniform Supplies	\$60,000.00	\$3,369.00	63,369.00	\$47,653.00	\$1,812.00	\$13,353.00	2,363.00	96.27%
014 Rotary - Internal Services	\$66,000.00	\$0.00	66,000.00	\$4,201.00	\$1,882.00	\$0.00	61,799.00	6.37%
018 Public School Support	\$24,500.00	\$3,500.00	28,000.00	\$13,908.00	\$3,053.00	\$10,312.00	3,780.00	86.50%
019 Other Grants	\$264,324.00	\$188.00	264,512.00	\$210,570.00	\$50,410.00	\$16,588.00	37,354.00	85.88%
022 District Agency	\$23,000.00	\$8,408.00	31,408.00	\$1,429.00	\$0.00	\$0.00	29,979.00	0.00%
024 Employee Benefits	\$400,000.00	\$138,769.00	538,769.00	(\$10,810.00)	\$36,439.00	\$1,125,331.00	(575,752.00)	0.00%
034 Classroom Facilities Maintenance	\$625,200.00	\$0.00	625,200.00	\$104,768.00	\$20,725.00	\$18,593.00	39,167.00	0.00%
200 Student Managed Funds	\$57,000.00	\$619.00	57,619.00	\$14,433.00	\$1,644.00	\$19,139.00	24,047.00	58.27%
300 District Managed Funds	\$222,050.00	\$276.00	222,326.00	\$181,174.00	\$28,250.00	\$29,162.00	11,990.00	94.61%
401 Auxiliary Services	\$524,499.00	\$78,247.00	602,746.00	\$290,434.00	\$83,938.00	\$173,450.00	138,862.00	76.96%
439 Public School Preschool	\$115,190.00	\$7.00	115,197.00	\$87,874.00	\$6,896.00	\$7.00	27,316.00	76.29%
451 OneNet (Data Communication)	\$18,000.00	\$0.00	18,000.00	\$0.00	\$0.00	\$0.00	18,000.00	0.00%
499 Miscellaneous State Grants	\$19,702.00	\$0.00	19,702.00	\$2,947.00	\$2,947.00	\$19,447.00	(2,692.00)	113.66%
516 IDEA-B	\$1,190,517.00	\$19,989.00	1,210,506.00	\$1,004,108.00	\$178,167.00	\$222,752.00	(16,354.00)	101.35%
536 Title I - School Improvement Part A	\$106,629.00	\$33,334.00	139,963.00	\$88,509.00	\$0.00	\$817.00	50,637.00	63.82%
572 Title I - Disadvantaged Children	\$1,853,191.00	\$84,292.00	1,937,483.00	\$711,182.00	\$98,803.00	\$180,291.00	1,046,010.00	46.01%
587 Preschool Handicap	\$37,685.00	\$0.00	37,685.00	\$12,368.00	\$2,478.00	\$0.00	25,317.00	32.82%
590 Title II-A - Improving Teacher Quality	\$261,864.00	\$3,194.00	265,058.00	\$118,668.00	\$12,607.00	\$29,354.00	117,036.00	55.85%
599 Miscellaneous Federal Grants	\$132,318.00	\$5,000.00	137,318.00	\$15,221.00	\$1,800.00	\$16,174.00	105,923.00	22.86%
Totals	\$58,322,071.00	\$929,760.00	\$59,251,831.00	\$34,388,499.00	\$4,993,565.00	\$4,545,979.00	\$20,047,085.00	65.71%

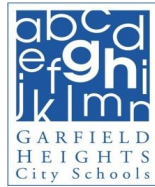
Garfield Heights City Schools



**Check Register for Checks > \$4,999.99
January 2019**



Vendor	Amount	Fund	Description
Damon Industries	\$ 5,240.00	001	Maintenance Supply Contarct December Billing
Fisher & Phillips, LLC	\$ 10,545.00	001	Legal Fees
G & G Inc.	\$ 7,036.00	401	St Benedict Instructional Support
NEORS	\$ 5,409.00	001	Sewer Fees
Naviance, Inc.	\$ 12,950.00	001	
PSI Affiliates, Inc.	\$ 13,406.00	Various	Title I Tutoring Services
Really Great Reading	\$ 8,342.00	019	Books on School Crisis Prevention
Renhill Group	\$ 24,076.00	Various	Substitute Services
Suburban Transportation	\$ 6,413.00	001	Special Education Transportation Services
Vista Higher Learning	\$ 5,623.00	401	Trinity Instructional Supplies
Kidslink Neurobehavioral	\$ 19,500.00	516	Tuition for placed students
PNC Bank	\$ 7,414.00	Various	Various credit card purchases
Auditor of State	\$ 13,940.00	001	Audit Fees
Suburban Health Consortium	\$ 470,463.00	024	Employee Health Care for November
Block Box Network	\$ 6,075.00	001	Donama Software Renewal
Cleveland Municipal	\$ 27,759.00	001	Second Semester Tuition
Cummins Bridgeway	\$ 9,477.00	001	Bus Maintenance Supplies
Educational Service Center	\$ 30,425.00	516	OOD Tuition
Gordon Food Service	\$ 74,024.00	006	Food Purchases
Jefferson County	\$ 5,550.00	001	VLA Fees
Ohio Bureau of Workers Comp	\$ 12,524.00	Various	Workers Comp Payments
PSI Affiliates, Inc.	\$ 42,807.00	Various	Health Services
Re-Ed Access	\$ 8,436.00	516	Out of District Tuition
Illuminating Company	\$ 73,697.00	001	Electricity Service-November
ABA Outreach Services	\$ 19,136.00	516	Special Education Contracted Services
Apple, Inc.	\$ 15,864.00	019	Mini iPad purchases
Connect	\$ 18,836.00	001	Progress Book Core Services
Damon Industries	\$ 6,479.00	001	Maintenance Supply Contarct January Billing
Educational Service Center	\$ 22,602.00	516	OOD Tuition
G & G Inc.	\$ 8,505.00	401	St Benedict Instructional Support
HPS	\$ 13,732.00	006	Food Service Equipment
Kidslink Neurobehavioral	\$ 19,200.00	516	Tuition for placed students
PSI Affiliates, Inc.	\$ 49,474.00	Various	Health, Tutoring and Diagnostic Services
Re-Ed Access	\$ 6,660.00	516	Out of District Tuition
Renhill	\$ 19,540.00	001	Substitute Services
Suburban Transportation	\$ 6,076.00	001	Special Education Transportation Services
Auditor of State	\$ 6,150.00	001	Audit Fees
Zenith Systems	\$ 20,575.00	034	Failed Camera and Server Replacement
ABA Outreach Services	\$ 15,300.00	516	Special Education Contracted Services
Comdoc	\$ 46,040.00	001	Semi-Annual Copier Payment
Connect	\$ 6,500.00	001	Internet Service Fee
Dairymans	\$ 7,752.00	006	Milk and Juice Purchases
Educational Service Center	\$ 5,239.00	516	OOD Tuition
Fisher & Phillips, LLC	\$ 11,575.00	001	Legal Fees
Gordon Food Service	\$ 52,392.00	006	Food Purchases
Healthcare Billing	\$ 11,840.00	001	Medicaid Service Billing
Renhill	\$ 30,463.00	001	Substitute Services
Key Government Finance	\$ 119,249.00	Various	Equipment Lease Purchase Payment
Star Therapy	\$ 26,401.00	001	Occupational Therapy Services
Cuyahoga County Treasurer	\$ 6,763.00	001	City Sewer Assessments
LEAP	\$ 127,575.00	001	Tuition for placed students
Renhill	\$ 34,783.00	001	Substitute Services
Star Therapy	\$ 22,894.00	001	Occupational Therapy Services
Illuminating Company	\$ 89,183.00	001	Electricity Service-December
OSBA	\$ 7,894.00	001	Annual Membership Fee
Ivory Educational	\$ 10,000.00	019	Consultant Services
JP Morgan Chase	\$ 1,067,746.00	Various	January #1 Payroll
JP Morgan Chase	\$ 997,183.00	Various	January #2 Payroll



**Investment Report
January 31, 2019**



<u>FINANCIAL INSTITUTION</u>	<u>INVESTMENT TYPE</u>	<u>COST</u>	<u>MARKET VALUE</u>	<u>YIELD RATE</u>	<u>MATURITY DATE</u>
Citizens Bank	Public Super NOW	\$ 6,705.22	\$ 6,705.22	0.00	N/A
Citizens Bank	Municipal Money Market	\$ 107,406.61	\$ 107,406.61	0.00	N/A
PNC Bank	Business Perf Money Market	\$ 4,076.26	\$ 4,076.26	1.20	N/A
Red Tree Investment	Money Mkt Fund	\$ 3,595.06	\$ 3,595.06	2.27	N/A
Red Tree Investment	Agency Note	\$ 90,000.00	\$ 89,679.42	1.30	24-May-19
Red Tree Investment	Agency Note	\$ 94,672.25	\$ 94,299.66	1.00	19-Jul-19
Red Tree Investment	Agency Note	\$ 90,000.00	\$ 88,384.59	1.42	27-Jul-20
Red Tree Investment	Agency Note	\$ 100,000.00	\$ 98,397.10	1.50	28-Aug-20
Red Tree Investment	U.S. Treasury Bill	\$ 168,008.66	\$ 169,082.85	2.42	25-Apr-19
Red Tree Investment	U.S. Treasury Bill	\$ 296,287.99	\$ 297,655.80	2.49	30-May-19
Red Tree Investment	Certificate of Deposit	\$ 99,700.00	\$ 99,257.40	2.07	13-Oct-20
Red Tree Investment	Certificate of Deposit	\$ 109,890.00	\$ 108,948.40	2.27	25-Oct-20
Red Tree Investment	Certificate of Deposit	\$ 75,000.00	\$ 72,883.50	1.76	17-Jun-21
Red Tree Investment	Certificate of Deposit	\$ 114,827.50	\$ 116,038.91	3.30	15-Nov-21
Red Tree Investment	Certificate of Deposit	\$ 114,942.50	\$ 114,835.89	2.92	31-Jan-22
Red Tree Investment	Certificate of Deposit	\$ 114,770.00	\$ 114,770.00	3.64	05-Dec-23
Red Tree Investment	Commercial Paper	\$ 295,695.00	\$ 299,502.00	2.50	25-Feb-19
Red Tree Investment	Commercial Paper	\$ 98,864.83	\$ 99,215.00	2.81	17-May-19
Red Tree Investment	Commercial Paper	\$ 108,432.50	\$ 108,857.10	2.92	17-Jun-19
Red Tree Investment	Commercial Paper	\$ 113,395.75	\$ 113,616.55	2.83	09-Jul-19
Red Tree Investment	Commercial Paper	\$ 113,234.46	\$ 113,216.35	2.71	23-Aug-19
Red Tree Investment	Commercial Paper	\$ 112,472.88	\$ 112,892.05	3.00	23-Sep-19
Red Tree Investment	Accrued Interest	\$ -	\$ 3,171.87		
STAROhio	State Pool	\$ 526,794.41	\$ 526,794.41	2.53	N/A
Total Investment Amount		\$ 2,958,771.88	\$ 2,963,282.00		

	<u>January 2019 Interest</u>	<u>FYTD 2019 Interest</u>
General Fund	\$ 1,911.00	\$ 62,396.06
Food Service	2,563.00	\$ 13,690.48
Auxiliary Services-Trinity	166.00	\$ 557.54
Auxiliary Services-St. Benedict	247.00	\$ 1,284.82
Blaugrund Scholarship	216.00	\$ 1,143.83
	\$ 5,103.00	\$ 79,072.73

Garfield Heights City Schools



Legal Fees Analysis Report - FY19



	General	Board of Revision	GHTA	OAPSE	Personnel	Cell Tower	Lighting Energy Project	Lease-Purchase Legal	Totals
July	\$1,423	\$271	\$15,252	\$31	\$1,333				\$18,310
August	\$6,045	\$4,320	\$7,192	\$155	\$8,487	\$547	\$858		\$27,604
September	\$2,511	\$31	\$5,518		\$4,850				\$12,910
October	\$2,108	\$3,751	\$4,402		\$2,132			\$29,750	\$42,143
November	\$2,046	\$1,240	\$1,996		\$1,263				\$6,545
December	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
January	\$1,240	\$4,681	\$9,393		\$6,806				\$22,120
February									\$0
March									\$0
April									\$0
May									\$0
June									\$0
TOTALS	\$15,373	\$14,294	\$43,753	\$186	\$24,871	\$547		\$29,750	\$129,632

Employee Leaves

<i>Last</i>	<i>First</i>	<i>Bldg</i>	<i>Type</i>	<i>Date Out</i>	<i>Date Back</i>	<i>Notes</i>
Graham	Patricia	Cert-ML	Intermittent Medical LOA	1/21/2019	1/20/2020	Intermittent Medical LOA (FMLA)
Marksberry	Bobbie	Cert-HS	Intermittent Medical LOA	1/10/2019	1/9/2020	Intermittent Medical LOA for Family Member (FMLA)
Mayausky	Emily	Cert-HS	Maternity LOA	6/30/2019	TBD	Maternity LOA (FMLA)
Nenadovich	Laurie	Class-MS	Medical LOA	2/4/2019	TBD	Medical LOA
Peters	Melissa	Class-WF	Medical LOA	1/14/2019	2/11/2019	Medical LOA
Pomiecko	Natalie	Class-HS	Medical LOA	2/1/2019	TBD	Medical LOA
Spelich	Carrie	Cert-EW	Intermittent Medical LOA	11/30/2018	11/29/2019	Intermittent Medical LOA (FMLA)
Sutton	Pamela	Class-HS	Unpaid Administrative LOA	2/7/2019	TBD	Unpaid Administrative LOA

Administrative Benefits Package Effective December 1, 2017

This benefit summary reflects all modifications to Administrative employee benefits effective December 1, 2017 for all administrative personnel.

Benefit Schedule:

<u>Longevity Increment:</u>	Begins on completion of 10 – 14 years	\$ 800.00
	Begins on completion of 15 – 19 years	\$1,000.00
	Begins on completion of 20 – 24 years	\$1,200.00
	Begins on completion of 25 or More Years	\$1,500.00

Doctorate Stipend: \$1,500.00

Reimbursement - College

Credit: Educational or leadership courses approved by the Superintendent and completed by the administrator with a college transcript, will be eligible for up to \$200.00 reimbursement per course completed, with a maximum of five courses per school year.

Health Insurance:

Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance.

The Board shall contract for and provide health insurance which includes major medical, prescription drug, dental, and vision, family or single, as appropriate, for eligible Exempt employees. The Board will offer the following plans and all eligible employees will pay the following monthly contributions:

MMOH SuperMed Garfield Plan

Current benefits as of 12/1/17 – Per schedule attached.

Beginning February 1, 2019, the monthly contribution shall equal ~~10%~~ 12.5% of the cost of the Board's premium. and shall be payroll deducted equally over 26 pays.

Beginning October 1, 2019, the monthly contribution shall equal 13% of the cost of the Board's premium.

MMOH SuperMed IDEAL Plan

Current benefits as of 12/1/17 – Per schedule attached.

Beginning February 1, 2019, the monthly contribution shall equal 10% ~~12.5%~~ of the cost of the Board's premium. ~~and shall be payroll deducted equally over 26 pays.~~

Beginning October 1, 2019, the monthly contribution shall equal 13% of the cost of the Board's premium.

MMOH Minimum Value Plan

Current benefits as of 12/1/17 – Per schedule attached.

The monthly contribution shall equal 0% of the cost of the Board's premium.

Non-Participation

Incentive:

Those eligible employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled to this lump sum payment.
- B. The other spouse shall not be entitled to elect single or family health care coverage unless family coverage is required for one of the other spouse's dependent or any other demonstrated reason mutually agreed upon by the Board and Union.

Spousal Insurance:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) OR in lieu of the employer (or public retirement plan) sponsored group insurance coverage(s) may secure his/her own health insurance policy.

This requirement does not apply to any spouse who is also employed by the Garfield Heights City Schools. This requirement also does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

This requirement also does not apply to any spouse if a Health Savings Account ("HSA") is the only option that spouse has for health insurance.

Upon the spouse's enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participate in the Board of Education's group health insurance coverage and/ or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Board of Education Plan for the reimbursement of benefits and expenses, including attorney's fees and costs, incurred by the Board of Education plan.

Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination.

For employee spouses who are enrolled in their employer's insurance plan or in lieu of enrolling in their employer's insurance plan secured his/her own individual health insurance policy, the Board agrees to reimburse the employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free. Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer's office in a timely manner.

Group Life Insurance:

A term life policy in the amount per individual employee contract.

Sick Leave:

Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days.

Personal Leave:

A maximum of three (3) days of **unrestricted** personal leave, with pay, every school year (~~non-cumulative~~). ~~The personal leave is only applicable to emergency personal reasons and~~ Said days shall not be deducted from sick leave. Any unused personal days as of June 30th will be rolled into sick leave.

Severance Pay:

To be eligible for severance pay, the administrator must have at least five (5) years' service with the Garfield Heights City Schools. Severance pay is granted only to those administrators who reach retirement age while actively employed by the Board, and have been granted retirement by the State Teachers Retirement System.

Employee will be paid for one-half (1/2) of their sick leave balance at the time of retirement up to a maximum of one hundred fifty-four (154) days at the per diem rate at the time of retirement.

Half payment will be made in one lump sum within 60 days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with 25 days or less severance, the option of receiving severance in one lump sum will be available.

Retired rehired employees do not qualify for severance.

Holidays:

Labor Day, Thanksgiving Day, Day after Thanksgiving, Workday before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day and Independence Day (July 4th). Holidays are only applicable to those administrators who have a 260-day contract.

Attendance Incentive:

Any full-time administrator who has used no personal leave or sick leave or leave without pay during a quarter shall receive a merit incentive for attendance of \$100 for that quarter.

Qualified Benefits Package Effective December 1, 2017

This benefit summary reflects all modifications to Qualified employee benefits effective December 1, 2017 for all qualified personnel.

<u>Longevity Increment:</u>	Begins on Completion of 10 – 14 years	\$ 730
	Begins on Completion of 15 – 19 years	\$ 850
	Begins on Completion of 20 – 24 years	\$1,090
	Begins on Completion of 25 or More Years	\$1,450

Health Insurance: Eligibility: All employees who are scheduled to regularly work more than thirty (30) hours per week shall be eligible for Board paid health insurance.

The Board shall contract for and provide health insurance which includes major medical, prescription drug, dental, and vision, family or single, as appropriate, for eligible Exempt employees. The Board will offer the following plans and all eligible employees will pay the following monthly contributions:

MMOH SuperMed Garfield Plan

Current benefits as of 12/1/17 – Per schedule attached.

Beginning February 1, 2019, the monthly contribution shall equal ~~10%~~ **12.5%** of the cost of the Board’s premium. ~~and shall be payroll deducted equally over 26 pays.~~

Beginning October 1, 2019, the monthly contribution shall equal **13%** of the cost of the Board’s premium.

MMOH SuperMed IDEAL Plan

Current benefits as of 12/1/17 – Per schedule attached.

Beginning February 1, 2019, the monthly contribution shall equal ~~10%~~ **12.5%** of the cost of the Board’s premium. ~~and shall be payroll deducted equally over 26 pays.~~

Beginning October 1, 2019, the monthly contribution shall equal **13%** of the cost of the Board’s premium.

MMOH Minimum Value Plan

Current benefits as of 12/1/17 – Per schedule attached.

The monthly contribution shall equal 0% of the cost of the Board's premium.

Non-Participation Incentive:

Those eligible employees who elect not to participate in the District's health insurance program shall be eligible for a lump sum payment of \$2,000 if eligible for the family plan and \$900 if eligible for single coverage. In the event a husband and wife are both employed by the Board and one elects family health care coverage:

- A. The other spouse shall not be entitled to this lump sum payment.
- B. The other spouse shall not be entitled to elect single or family health care coverage unless family coverage is required for one of the other spouse's dependent or any other demonstrated reason mutually agreed upon by the Board and Union.

Spousal Insurance:

If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance, sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s) OR in lieu of the employer (or public retirement plan) sponsored group insurance coverage(s) may secure his/her own health insurance policy.

This requirement does not apply to any spouse who is also employed by the Garfield Heights City Schools. This requirement also does not apply to any spouse who works less than thirty (30) hours per week AND is required to pay more than fifty percent (50%) of the single premium to participate in his/her employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage. This requirement also does not apply to any spouse if a Health Savings Account ("HSA") is the only option that spouse has for health insurance.

Upon the spouse's enrollment in such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits. If an employee's spouse enrolls in his/her employer's health insurance, the employee shall not be required to enroll in single coverage offered by the Board of Education, provided the employee is eligible for family coverage.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required, shall be ineligible for benefits under such group insurance coverage sponsored by the Board of Education.

Every employee whose spouse participate in the Board of Education's group health insurance coverage and/ or prescription drug insurance coverage shall complete and submit to the Board of Education, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Board of Education of his/her spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by the employee results in the Board of Education Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Board of Education Plan for the reimbursement of benefits and expenses, including attorney's fees and costs, incurred by the Board of Education plan. Any amount to be reimbursed may be deducted from the benefits to which the employee would otherwise be entitled. In addition, your spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board of Education. Any employee submitting false information will be subject to disciplinary action, up to and including termination.

For employee spouses who are enrolled in their employer's insurance plan or in lieu of enrolling in their employer's insurance plan secured his/her own individual health insurance policy, the Board agrees to reimburse the employees up to One Hundred Twenty-Five Dollars (\$125.00) per month of actual documented premium costs paid by the employee's spouse to his/her employer for single and prescription drug medical coverage. Such reimbursement shall be tax-free.

Requests for reimbursement with attached documentation demonstrated that such premium contributions were made shall be submitted to the Treasurer's office in a timely manner.

Group Life Insurance:

A term life policy in the amount of \$50,000.00.

Sick Leave:

Sick leave may be accumulated at the rate of fifteen (15) days per year to a maximum of 260 days.

Personal Leave:

A maximum of three (3) days of **unrestricted** personal leave, with pay, every school year (~~non-cumulative~~). ~~The personal leave is only applicable to emergency personal reasons and.~~ Said days shall not be deducted from sick leave. Any unused personal days as of June 30th will be rolled into sick leave.

Severance Pay:

To be eligible for severance pay, an employee must have at least five (5) years' service with the Garfield Heights City Schools and has been granted retirement according to SERS/STRS requirements, or have at least twenty (20) years of service in Garfield Heights Schools.

Half payment will be made in one lump sum within (60) days after proof of retirement, and half deferred severance pay to July 1st after the calendar year in which he/she retires. For those who retire with 25 days or less severance, the option of receiving severance in on lump sum will be available.

Severance pay shall be based on the employee's daily rate; including all supplemental contracts and allowance in effect at the time of leaving.

Employees will be paid severance based upon one-half (1/2) of their unused sick leave at the time of retirement/resignation, and meets the requirements up to a maximum of one hundred fifty-four (154) days.

Employees payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued but unused by the employee at the time payment is made.

In the case of death of an employee, any earned by unused regular pay, compensatory time, vacation time, and severance pay shall be paid to his/her spouse, if no spouse exists, to his/her estate.

Attendance Incentive:

Any full-time qualified employee who has used no personal leave or sick leave or leave without pay during a quarter shall receive a merit incentive for attendance of \$100 for that quarter.

GHCSD Administrators		
Salaries FY 19		
Name	Position	FY 19 Salary
Abraham, Gwen M.	Principal	\$ 91,609.00
Bailey, Sharyl L.	Director of Technology	\$ 108,956.00
Bradford, LeMon	Principal	\$ 81,064.00
Dupree, Gordon	Director of Pupil Services	\$ 90,684.00
Fording, Michael J.	Assistant Principal	\$ 81,055.00
Freilino, Michael G.	Assistant Principal	\$ 70,340.00
Frimel, Jill M.	Assistant Principal	\$ 80,448.00
Glazer, Paul M.	Assistant Principal	\$ 65,421.00
Hager, Tammy L.	Principal	\$ 116,740.00
Hanke, Christopher G.	Assistant Superintendent	\$ 111,015.00
Harris, Mary J.	Assistant Principal	\$ 68,623.75
Kosta, Elisabetta	Supervisor of Teaching and Learning	\$ 83,044.00
Krzynowek, Dale A.	Coordinator of Athletics and Student Activities	\$ 87,381.00
Morris, Brynn C.	Principal	\$ 86,000.00
Patton, Sean E.	Special Ed Supervisor	\$ 95,701.00
Pillets, Brooke A.	Director of Special Education	\$ 102,482.00
Reisland, Lee-Ann P.	Coordinator of Teaching and Learning	\$ 96,213.00
Rizi, Jean M.	Principal	\$ 83,640.00
Rotatori-Tranter, Leslie	Assistant Principal	\$ 84,660.00
Sauer, Christopher K.	Principal	\$ 85,731.00
Saxton, Jody I.	Title I and Professional Development Coordinator	\$ 115,469.00
Strickland, Kali M.	Assistant Principal	\$ 76,875.00
Townsend, John D.	Assistant Principal	\$ 75,750.00
Ward, Ashlee D.	Assistant Principal	\$ 70,000.00

Qualified Staff -- Salary Exhibit				
Last Name	First Name	Title	FY 19 Step	FY 19 Salary
Cooper	Jordan	Intervention Manager	5	\$ 39,220.00
Dillon	Douglas	GHCS Officer	9	\$ 46,634.00
Graham	Romie	Linkage Coordinator	5	\$ 47,000.00
Huncharek	Jennifer	Social Worker	20	\$ 52,982.00
Johnson	William	Youth Development Specialist	8	\$ 39,540.00
Johnson	Demetrius	Intervention Manager	7	\$ 37,869.00
Mather	Chris	RESA Coordinator	4	\$ 15,367.00
Meder	Donald	Intervention Manager	9	\$ 40,362.00
Owens-Hodge	Toya	Social Worker	15	\$ 65,208.00
Ruggiero	Michael	Alternative Program Manager	16	\$ 66,517.00
Terry	Marcus	Intervention Manager	4	\$ 38,417.00
Wessel	Henry	Intervention Manager	4	\$ 35,459.00
Williams	Doretta	Intervention Manager	12	\$ 43,928.00
Wilson	Robert	Intervention Manager	5	\$ 36,260.00
Wilson	Gina	Intervention Manager	5	\$ 39,220.00

Garfield Heights City Schools | 2019-2020 CALENDAR

15 & 16 New Teachers Rpt
19, 20, 21 Teacher Prof. Day
22 (Gr. 1-12 Begins)
27/28 Kindergarten
29 Late Arrival

AUGUST '19						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

5 HS Conferences (4-7 p.m.)
14 Teacher Professional Day
(No School)
17 President's Day
6, 13, 20, 27 Late Arrival

2 Labor Day
23 Teacher Professional Day
(No School)
5, 12, 19, 26 Late Arrival

SEPTEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

13 End of 3rd Quarter
9 Teacher Professional Day
(No School)
5, 12, 19 Late Arrival
23 - 27 Spring Break

11 NEOEA Day (No School)
14 Teacher Professional Day
(No School)
25 End of 1st Quarter
30 MS Conferences (4-7)
3, 10, 17, 24, 31 Late Arrival

OCTOBER '19						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

10 Good Friday
2, 9, 16, 23, 30 Late Arrival

5 Teacher Professional Day
(No School)
7 Elem & HS Conf. (4-7 p.m.)
8 Elem Conf. (No School K-5)
27 Teacher Comp Day
(No School)
28 & 29 Thanksgiving Break
7, 14, 21, Late Arrival

NOVEMBER '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY '20						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

25 Memorial Day
29 Last Day of School for Students
7, 14, 21, 28 Late Arrival

20 End of 2nd Quarter
23 - 31 Winter Break
5, 12, 19 Late Arrival

DECEMBER '19						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE '20						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1 Teacher Professional Day

1 -3 Winter Break
6 Teacher Professional Day
(No School)
9 MS Conferences (4-7 pm)
16 Elem Conferences(4-7pm)
20 Martin Luther King Day
9, 16, 23, 30 Late Arrival

JANUARY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Starting and Ending Times

High School 7:30 am - 2:20 pm
 Middle School 7:30 am - 2:20 pm
 Maple Leaf 8:15 am - 2:45 pm
 William Foster 8:15 am - 2:45 pm
 Elmwood 8:15 am - 2:45 pm

Late Arrival Start Times

HS 8:30 am MS 8:20 am
 WF/ELM/ML 9:15 am

District Phone Numbers

High School 216-662-2800
 Middle School 216-475-8105
 Elmwood 216-475-8110
 Maple Leaf 216-662-3800
 William Foster 216-475-8123
 Learning Center 216-475-8105
 Bus Garage 216-332-0359
 Central Office 216-475-8100

Resolution No. 2019-03

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE EXTENSION AGREEMENT WITH AMERICAN TOWERS, LLC FOR A CELLULAR PHONE TOWER AT THE HIGH SCHOOL

WHEREAS, the Board has determined that the portion of the High School described in the proposed Lease Agreement is not needed for school district purposes and was previously leased to New Cingular Wireless PCS, LLC, should be leased to American Towers, LLC to provide cellular service to the broader community; and

WHEREAS, the lease extension will generate revenue to be used to educate the District's students.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education that after careful consideration and evaluation of the information before it:

Section 1. The Board authorizes the execution of the Lease Extension Agreement with American Towers, LLC for a cellular phone tower at the High School as described in the document on file with the Treasurer.

Section 2. The Board hereby finds and determines that all formal actions related to the adoption of this resolution were taken in open meetings of this Board; and that all deliberations of this Board and of its committees, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable law.

Section 3. This resolution shall be in full force and effect from and immediately after its adoption

THE FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

This First Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Garfield Heights City School District**, an Ohio political subdivision, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest to Tenant, entered into that certain Option and Lease Agreement dated June 10, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty Five Thousand and No/100 Dollars (\$35,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 24, 2019; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on May 1, 2013 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on April 30, 2038. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease, as amended herein, only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "**Rent**") shall continue in full force and effect through the New Renewal Term(s). In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Garfield Heights City School District**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section

of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 17 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Garfield Heights City School District, 5640 Briarcliff Dr. Garfield Heights, OH 44125; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 24(f) of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in the Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and

other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

15. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

Garfield Heights City School District,
an Ohio political subdivision

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

American Towers LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

KNOWN AS BEING ALL REALTY SITUATED TO THE NORTH OF THE NORTHERLY LINE OF LAND CONVEYED BY JOHN RAIMER AND CATHERINE RAIMER TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN, BY DEED RECORDED IN VOLUME 1334, PAGE 344 OF CUYAHOGA COUNTY RECORDS.

ALSO KNOWN AS BEING PART OF ORIGINAL ONE HUNDRED ACRE LOTS NOS. 481 AND 482, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF TURNEY AVENUE (70 FEET WIDE) AT THE NORTHEASTERLY CORNER OF LAND CONVEYED TO OTTILIA ERLEWEIN BY DEED DATED MAY 11, 1871, AND RECORDED IN VOLUME 188, PAGE 241 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 74° 58' WEST ALONG THE NORTHERLY LINE OF LAND SO CONVEYED, 1029-40/100 FEET TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH 1° 40' EAST ALONG THE WESTERLY LINE OF LAND SO CONVEYED 167-33/100 FEET; THENCE NORTH 74° 58' EAST 1111-20/100 FEET TO THE CENTER LINE OF TURNEY AVENUE; THENCE NORTH 29° 62' WEST ALONG SAID CENTER LINE OF TURNEY AVENUE 168-41/100 FEET TO THE PLACE OF BEGINNING, CONTAINING 4 ACRES OF LAND.

AND ALSO KNOWN AS BEING A PART OF ORIGINAL ONE HUNDRED ACRE LOTS NOS. 481 AND 482, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHWESTERLY LINE OF TURNEY ROAD, AS WIDENED TO 70 FEET AT THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED BY THERESIA SCHMITT AND FRANCES ANGELA SCHMITT TO CATHERINE J. FLUECK BY DEED DATED NOVEMBER 19, 1903 AND RECORDED IN VOLUME 901 PAGE 568 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF TURNEY ROAD 354.97 FEET TO THE INTERSECTION OF THE SAID SOUTHWESTERLY LINE OF TURNEY ROAD WITH THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED BY JOHN RAIMER AND CATHERINE RAIMER, HUSBAND AND WIFE, TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN BY DEED DATED APRIL 10, 1811 AND RECORDED IN VOLUME 1334 PAGE 344 OF CUYAHOGA COUNTY RECORDS WHICH IS ALSO THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED BY MELISSA BRAINARD, EXECUTRIX, ETC., TO OTTILIA ERLEWEIN BY DEED DATED MAY 11, 1871 AND RECORDED IN VOLUME 188 PAGE 241 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN AS AFORESAID ABOUT 517.18 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN WITH THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED BY OTTILIA ERLEWEIN TO THEODORE J. SCHMITT BY DEED DATED NOVEMBER 21, 1899 AND RECORDED IN VOLUME 723 PAGE 676 OF CUYAHOGA COUNTY RECORDS, SAID NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO THEODORE J. SCHMITT BEING ALSO THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO OTTILIA ERLEWEIN AS AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO THEODORE J. SCHMITT ABOUT 761.59 FEET TO THE SOUTHEASTERLY CORNER OF SUB-LOT NO. 83 IN THE PARKDALE REALTY COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 67 OF MAPS, PAGE 32 OF CUYAHOGA COUNTY RECORDS; THENCE NORTHERLY ALONG THE EASTERLY LINES OF SUB-LOTS 82, 84, 85, 86, 87, 88 AND 90 IN SAID PARKDALE REALTY COMPANY'S SUBDIVISION ABOUT 292.22 FEET TO THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO CATHERINE J. FLUECK; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO CATHERINE J. FLUECK ABOUT 1085 FEET TO THE PLACE OF BEGINNING AND CONTAINING APPROXIMATELY 11,480 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS, BE THE SAME MORE OR LESS.

EXHIBIT A (Continued)

PARENT PARCEL

EXCEPTING THEREFROM:

SITUATED IN THE CITY OF GARFIELD HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL 100 ACRE LOT NO. 482 AND ALSO KNOWN AS LAND CONVEYED TO GARFIELD HEIGHTS BOARD OF EDUCATION BY DEEDS RECORDED IN VOLUME 2415, PAGE 100, VOLUME, 2637, PAGE 303, VOLUME 3569, PAGE 38, VOLUME 7822, PAGE 694 AND VOLUME 9082, PAGE 901 OF CUYAHOGA COUNTY RECORD OF DEEDS AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTERLINE INTERSECTION OF GARFIELD BOULEVARD, (70 FEET) AND TURNEY ROAD (WIDTH VARIES); THENCE ALONG THE CENTERLINE OF SAID TURNEY ROAD, SOUTH 34° 07' 00" WEST TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SAID GARFIELD HEIGHTS BOARD OF EDUCATION, A DISTANCE OF 507.64 FEET, AND THE PRINCIPAL PLACE OF BEGINNING:

THENCE ALONG THE CENTERLINE OF SAID TURNEY ROAD, SOUTH 34°07'00" EAST, A DISTANCE OF 648.51 FEET; THENCE SOUTH 55° 53' 00" WEST, A DISTANCE OF 35 .00 FEET TO THE SOUTHWESTERLY LINE OF SAID TURNEY ROAD; THENCE NORTH 36° 35' 00" WEST, A DISTANCE OF 162.65 FEET; THENCE NORTH 34° 07' 00" WEST, A DISTANCE OF 493.16 FEET TO THE NORTHERLY LINE OF LAND SO CONVEYED TO THE GARFIELD HEIGHTS BOARD OF EDUCATION; THENCE ALONG SAID NORTHERLY LINE, NORTH 65° 32'30" EAST, A DISTANCE OF 42.60 FEET TO THE CENTERLINE OF SAID TURNEY ROAD AND THE PRINCIPAL PLACE OF BEGINNING.

TAX I.D. NUMBER: 541-19-001

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,250 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the centerline intersection of Runnymede Ave. and Turney Rd. (70 feet wide), thence along the centerline of said Turney Rd., S 30° 41' 58" E for a distance of 515.32 to a point, thence S 58° 54' 33" W for a distance of 35.00 feet to a northwest corner of a parcel of land conveyed to K&F Property Turneytown, LLC as recorded in AFN 200804160418, said northwest corner also being on the southwest right of way line of said Turney Rd., thence along said southwest right of way line, N 30° 41' 58" W for a distance of 35.39 feet to a point, thence S 58° 56' 52" W for a distance of 495.73 feet to a point of curvature, thence along the arc of a curve to the right having the following properties:

Delta	=	90° 02' 06"
Radius	=	26.00
Tangent	=	26.02
Chord	=	36.78

Chord Bearing = N 76° 02' 04" W for an arc distance of 40.86 feet to a point of tangency, thence N 30° 54' 45" W for a distance of 6.40 feet to a point, thence N 59° 05' 15" E for a distance of 34.63 feet to a point, said point being the TRUE PLACE OF BEGINNING of the parcel of land hereinafter described, thence clockwise along the following five (5) courses and distances:

1. N 31° 01' 01" W for a distance of 34.00 feet to a point;
2. N 58° 58' 59" E for a distance of 25.00 feet to a point;
3. S 31° 01' 01" E for a distance of 50.00 feet to a point;
4. S 58° 58' 59" W for a distance of 25.00 feet to a point;
5. N 31° 01' 01" W for a distance of 16.00 feet to the True Place of Beginning and containing 0.0287 acres (1,250 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in July of 2013.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Commencing at the centerline intersection of Runnymede Ave. and Turney Rd. (70 feet wide), thence along the centerline of said Turney Rd., S 30° 41' 58" E for a distance of 515.32 to a point, thence S 58° 54' 33" W for a distance of 35.00 feet to a northwest corner of a parcel of land conveyed to K&F Property Turneytown, LLC as recorded in AFN 200804160418, said northwest corner also being on the southwest right of way line of said Turney Rd., thence along said southwest right of way line, N 30° 41' 58" W for a distance of 35.39 feet to a point, said point being the TRUE PLACE OF BEGINNING for the centerline of a 15 foot wide Access Easement hereinafter described, thence along the following four (4) courses and distances:

1. S 58° 56' 52" W for a distance of 495.73 feet to a point of curvature;

2. Thence along the arc of a curve to the right having the following properties:

Delta	=	90° 02' 06"
Radius	=	26.00
Tangent	=	26.02
Chord	=	36.78

Chord Bearing = N 76° 02' 04" W for an arc distance of 40.86 feet to a point of tangency;

3. N 30° 54' 45" W for a distance of 6.40 feet to a point;

4. N 59° 05' 15" E for a distance of 34.63 feet to the Point of Terminus, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in July of 2013.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ryan Oatis, Esq.
ATC Site No: 281238
ATC Site Name: Garfield Heights OH
Assessor's Parcel No(s): 541-19-001

Prior Recorded Lease Reference:

Document No: 201310300303
State of Ohio
County of Cuyahoga

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201__ by and between **Garfield Heights City School District**, an Ohio political subdivision, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company, predecessor-in-interest to Tenant, entered into that certain Option and Lease Agreement dated June 10, 2011 (the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2068. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Garfield Heights City School District, 5640 Briarcliff Dr., Garfield Heights, OH 44125; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

Garfield Heights City School District,
an Ohio political subdivision

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC,
a Delaware limited liability company

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

KNOWN AS BEING ALL REALTY SITUATED TO THE NORTH OF THE NORTHERLY LINE OF LAND CONVEYED BY JOHN RAIMER AND CATHERINE RAIMER TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN, BY DEED RECORDED IN VOLUME 1334, PAGE 344 OF CUYAHOGA COUNTY RECORDS.

ALSO KNOWN AS BEING PART OF ORIGINAL ONE HUNDRED ACRE LOTS NOS. 481 AND 482, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTER LINE OF TURNEY AVENUE (70 FEET WIDE) AT THE NORTHEASTERLY CORNER OF LAND CONVEYED TO OTTILIA ERLEWEIN BY DEED DATED MAY 11, 1871, AND RECORDED IN VOLUME 188, PAGE 241 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTH 74° 58' WEST ALONG THE NORTHERLY LINE OF LAND SO CONVEYED, 1029-40/100 FEET TO THE NORTH WEST CORNER THEREOF; THENCE SOUTH 1° 40' EAST ALONG THE WESTERLY LINE OF LAND SO CONVEYED 167-33/100 FEET; THENCE NORTH 74° 58' EAST 1111-20/100 FEET TO THE CENTER LINE OF TURNEY AVENUE; THENCE NORTH 29° 62' WEST ALONG SAID CENTER LINE OF TURNEY AVENUE 168-41/100 FEET TO THE PLACE OF BEGINNING, CONTAINING 4 ACRES OF LAND.

AND ALSO KNOWN AS BEING A PART OF ORIGINAL ONE HUNDRED ACRE LOTS NOS. 481 AND 482, AND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE SOUTHWESTERLY LINE OF TURNEY ROAD, AS WIDENED TO 70 FEET AT THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED BY THERESIA SCHMITT AND FRANCES ANGELA SCHMITT TO CATHERINE J. FLUECK BY DEED DATED NOVEMBER 19, 1903 AND RECORDED IN VOLUME 901 PAGE 568 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF TURNEY ROAD 354.97 FEET TO THE INTERSECTION OF THE SAID SOUTHWESTERLY LINE OF TURNEY ROAD WITH THE NORTHWESTERLY LINE OF A PARCEL OF LAND CONVEYED BY JOHN RAIMER AND CATHERINE RAIMER, HUSBAND AND WIFE, TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN BY DEED DATED APRIL 10, 1811 AND RECORDED IN VOLUME 1334 PAGE 344 OF CUYAHOGA COUNTY RECORDS WHICH IS ALSO THE SOUTHEASTERLY LINE OF A PARCEL OF LAND CONVEYED BY MELISSA BRAINARD, EXECUTRIX, ETC., TO OTTILIA ERLEWEIN BY DEED DATED MAY 11, 1871 AND RECORDED IN VOLUME 188 PAGE 241 OF CUYAHOGA COUNTY RECORDS; THENCE SOUTHWESTERLY ALONG THE SAID NORTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN AS AFORESAID ABOUT 517.18 FEET TO THE INTERSECTION OF SAID NORTHWESTERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO JEREMIAH HERRIGAN AND SUSAN HERRIGAN WITH THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED BY OTTILIA ERLEWEIN TO THEODORE J. SCHMITT BY DEED DATED NOVEMBER 21, 1899 AND RECORDED IN VOLUME 723 PAGE 676 OF CUYAHOGA COUNTY RECORDS, SAID NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO THEODORE J. SCHMITT BEING ALSO THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO OTTILIA ERLEWEIN AS AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO THEODORE J. SCHMITT ABOUT 761.59 FEET TO THE SOUTHEASTERLY CORNER OF SUB-LOT NO. 83 IN THE PARKDALE REALTY COMPANY'S SUBDIVISION AS RECORDED IN VOLUME 67 OF MAPS, PAGE 32 OF CUYAHOGA COUNTY RECORDS; THENCE NORTHERLY ALONG THE EASTERLY LINES OF SUB-LOTS 82, 84, 85, 86, 87, 88 AND 90 IN SAID PARKDALE REALTY COMPANY'S SUBDIVISION ABOUT 292.22 FEET TO THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO CATHERINE J. FLUECK; THENCE NORTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID PARCEL OF LAND SO CONVEYED TO CATHERINE J. FLUECK ABOUT 1085 FEET TO THE PLACE OF BEGINNING AND CONTAINING APPROXIMATELY 11,480 ACRES OF LAND, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS, BE THE SAME MORE OR LESS.

EXHIBIT A (Continued)

PARENT PARCEL

EXCEPTING THEREFROM:

SITUATED IN THE CITY OF GARFIELD HEIGHTS, COUNTY OF CUYAHOGA, STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL 100 ACRE LOT NO. 482 AND ALSO KNOWN AS LAND CONVEYED TO GARFIELD HEIGHTS BOARD OF EDUCATION BY DEEDS RECORDED IN VOLUME 2415, PAGE 100, VOLUME, 2637, PAGE 303, VOLUME 3569, PAGE 38, VOLUME 7822, PAGE 694 AND VOLUME 9082, PAGE 901 OF CUYAHOGA COUNTY RECORD OF DEEDS AND MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE CENTERLINE INTERSECTION OF GARFIELD BOULEVARD, (70 FEET) AND TURNEY ROAD (WIDTH VARIES); THENCE ALONG THE CENTERLINE OF SAID TURNEY ROAD, SOUTH 34° 07' 00" WEST TO THE NORTHEASTERLY CORNER OF LAND CONVEYED TO SAID GARFIELD HEIGHTS BOARD OF EDUCATION, A DISTANCE OF 507.64 FEET, AND THE PRINCIPAL PLACE OF BEGINNING:

THENCE ALONG THE CENTERLINE OF SAID TURNEY ROAD, SOUTH 34°07'00" EAST, A DISTANCE OF 648.51 FEET; THENCE SOUTH 55° 53' 00" WEST, A DISTANCE OF 35 .00 FEET TO THE SOUTHWESTERLY LINE OF SAID TURNEY ROAD; THENCE NORTH 36° 35' 00" WEST, A DISTANCE OF 162.65 FEET; THENCE NORTH 34° 07' 00" WEST, A DISTANCE OF 493.16 FEET TO THE NORTHERLY LINE OF LAND SO CONVEYED TO THE GARFIELD HEIGHTS BOARD OF EDUCATION; THENCE ALONG SAID NORTHERLY LINE, NORTH 65° 32'30" EAST, A DISTANCE OF 42.60 FEET TO THE CENTERLINE OF SAID TURNEY ROAD AND THE PRINCIPAL PLACE OF BEGINNING.

TAX I.D. NUMBER: 541-19-001

EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The Square footage of the Leased Premises shall be the greater of: (i) 1,250 square feet; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the centerline intersection of Runnymede Ave. and Turney Rd. (70 feet wide), thence along the centerline of said Turney Rd., S 30° 41' 58" E for a distance of 515.32 to a point, thence S 58° 54' 33" W for a distance of 35.00 feet to a northwest corner of a parcel of land conveyed to K&F Property Turneytown, LLC as recorded in AFN 200804160418, said northwest corner also being on the southwest right of way line of said Turney Rd., thence along said southwest right of way line, N 30° 41' 58" W for a distance of 35.39 feet to a point, thence S 58° 56' 52" W for a distance of 495.73 feet to a point of curvature, thence along the arc of a curve to the right having the following properties:

Delta	=	90° 02' 06"
Radius	=	26.00
Tangent	=	26.02
Chord	=	36.78

Chord Bearing = N 76° 02' 04" W for an arc distance of 40.86 feet to a point of tangency, thence N 30° 54' 45" W for a distance of 6.40 feet to a point, thence N 59° 05' 15" E for a distance of 34.63 feet to a point, said point being the TRUE PLACE OF BEGINNING of the parcel of land hereinafter described, thence clockwise along the following five (5) courses and distances:

1. N 31° 01' 01" W for a distance of 34.00 feet to a point;
2. N 58° 58' 59" E for a distance of 25.00 feet to a point;
3. S 31° 01' 01" E for a distance of 50.00 feet to a point;
4. S 58° 58' 59" W for a distance of 25.00 feet to a point;
5. N 31° 01' 01" W for a distance of 16.00 feet to the True Place of Beginning and containing 0.0287 acres (1,250 sq.ft.) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in July of 2013.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

Commencing at the centerline intersection of Runnymede Ave. and Turney Rd. (70 feet wide), thence along the centerline of said Turney Rd., S 30° 41' 58" E for a distance of 515.32 to a point, thence S 58° 54' 33" W for a distance of 35.00 feet to a northwest corner of a parcel of land conveyed to K&F Property Turneytown, LLC as recorded in AFN 200804160418, said northwest corner also being on the southwest right of way line of said Turney Rd., thence along said southwest right of way line, N 30° 41' 58" W for a distance of 35.39 feet to a point, said point being the TRUE PLACE OF BEGINNING for the centerline of a 15 foot wide Access Easement hereinafter described, thence along the following four (4) courses and distances:

1. S 58° 56' 52" W for a distance of 495.73 feet to a point of curvature;

2. Thence along the arc of a curve to the right having the following properties:

Delta	=	90° 02' 06"
Radius	=	26.00
Tangent	=	26.02
Chord	=	36.78

Chord Bearing = N 76° 02' 04" W for an arc distance of 40.86 feet to a point of tangency;

3. N 30° 54' 45" W for a distance of 6.40 feet to a point;

4. N 59° 05' 15" E for a distance of 34.63 feet to the Point of Terminus, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of Steven L. Mullaney, P.S. Number 7900, for Glaus, Pyle, Schomer, Burns & DeHaven, Inc., dba GPD Group, in July of 2013.

Instructions for completing the Resolution and Consent Affidavit

IMPORTANT INFORMATION BELOW

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
Attn: Land Management/Ryan Oatis, Esq.
10 Presidential Way
Woburn, MA 01801
Assessor's Parcel No(s): 541-19-001

RESOLUTION AND CONSENT AFFIDAVIT

Garfield Heights City School District, an Ohio political subdivision

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to American Towers LLC, a Delaware limited liability company (the "**Tenant**") pursuant to that certain Option and Lease Agreement dated June 10, 2011 (the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and

Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.

6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "Transaction Documents"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE: (Print Name) _____

 (Address) _____

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

2 WITNESSES

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Signature: _____
Print Name: _____

Percentage Ownership or Voting Interest:
_____ %

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

2 WITNESSES

Signature: _____

Print Name: _____

Date: _____

Title: (*circle one*) Member, Partner, Director,
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:
_____ %

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]