

SHARED RESPONSIBILITY AGREEMENT

FOR

THE CMSD MC2 TENTH GRADE CLASS

ON

THE CAMPUS OF

CUYAHOGA COMMUNITY COLLEGE

SHARED RESPONSIBILITY AGREEMENT

This Shared Responsibility Agreement (the “Agreement”) is entered into on this 18th day of August, 2020, by and between the CLEVELAND MUNICIPAL SCHOOL DISTRICT (“District” or “CMSD”), and the CUYAHOGA COMMUNITY COLLEGE DISTRICT, OHIO (the “College”), each a “Party” and collectively the “Parties.”

WHEREAS, the District and the College have been working cooperatively on a partnership to house tenth grade students, who are part of a high school located in the District and known as the MC2 Stem High School (“MC2” and the tenth grade class of MC2, the “MC2 Cohort”); and

WHEREAS, MC2 has been located on the campus of General Electric in East Cleveland, Ohio; and

WHEREAS, the District and the College have agreed to relocate the MC2 Cohort to property owned by the College; and

WHEREAS, the District and the College believe their respective students benefit if the MC2 program is located on the College Campus; and

WHEREAS, the College has agreed to designate twelve (12) of its classrooms located in the Manufacturing Technology Center, and described herein as MTC 242, MTC 243, MTC 244, MTC 245, MTC 246, (collectively, the MC2 Offices); MTC 104, MTC 202, MTC 203, MTC 204, and MTC 205; (collectively, the MC2 Classrooms); MTC 241 and MTC 247 (the “Homeroom and the Cafeteria,” respectively) (the “Offices”, together with the MC2 Classrooms, the Homeroom and the Cafeteria, collectively, the “MC2 Classroom Facilities” or “CMSD Leased Facilities”), all as denoted on Exhibits A and B; and

WHEREAS, the College and District have agreed to share in providing equipment, technology resources and furniture for the MC2 facilities as denoted on Exhibit B; and

WHEREAS, the College has agreed to provide the MC2 Cohort with access to the entire College facility; and

WHEREAS, the Board of Education of the District (the “Board”) determined it is in the best interest of the MC2 Cohort to relocate the MC2 Cohort to the College Campus; and

WHEREAS, the District will be primarily responsible for operating the MC2 Classroom Facilities; and

WHEREAS, the District and the College desire to coordinate their efforts in the operation of MC2.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the District and the College covenant and agree as follows:

ARTICLE I

Premises

1.1 The MC2 Classroom Facilities shall be located in the College Manufacturing Technology Center, located at 2415 Woodland Avenue, Cleveland Ohio and as more specifically described on Exhibit A.

ARTICLE II

Term

2.1 MC2 Classroom Facilities. The MC2 Classroom Facilities shall be leased to CMSD for two years beginning July 1, 2020 and ending July 1, 2022 with an option to renew for a two (2) year period, on the terms described herein, or as are mutually agreeable to the Parties (the "Term").

ARTICLE III

Funding, Rent and Ownership

3.1 Funding and Rent.

3.1.1 MC2 Classroom Facilities. The Parties acknowledge the District will pay a one-time upfront cost of \$54,720 for the buildout, construction, equipment, furnishings and signage necessary to accommodate MC2. Any additional improvements to the MC2 Classroom Facilities during the term of this Agreement shall be built at the expense of the District and must receive the prior written approval of the College (excluding furnishing and equipment improvements which do not require physical changes to the building). A monthly fee shall be paid by CMSD to the College for the exclusive use of the MC2 Classroom Facilities, in an amount equal to \$8,000. Such amount shall cover the costs of rent, utilities, janitorial services and information technology access.

3.1.2 CMSD shall pay monthly by the 1st of each month the amount of \$8,000 for each month of the term. CMSD may file with the County Recorder's Office a memorandum of

Lease, after the same is agreed to by the College's office of legal counsel, describing its rights in the MC2 Classroom Facilities.

3.2 Ownership. The College shall retain ownership of the MC2 Classroom Facilities and land beneath. The District shall retain ownership of all furnishings and equipment which it supplies to the Classroom Facilities. Any damage which occurs when the District removes its property shall be repaired at the District's expense. Fixtures shall become the property of the College.

3.3. Naming. The College agrees to display internal and external wayfinding signage which identifies the space as the "MC2 Classrooms." All signage shall conform to standards established by the College.

ARTICLE IV

Use of MC2 Classroom Facilities, and other Campus Facilities

4.1 Use of the Facilities by the District. The District shall use the MC2 Classroom Facilities (also referred to herein as, the "CMSD Leased Facilities") for MC2 High School education. CMSD shall not provide higher education classes in the CMSD Leased Facilities unless those classes are conducted pursuant to express written authority of the College and in accordance with College policies and procedures.

4.2 Use of other Campus Facilities. In addition to the CMSD Leased Facilities, the District shall have the right to use other College spaces with occupancy of 200 or fewer occupants, including auditoriums for large group instruction, large group meetings and other district purposes for no additional rent. The District shall complete the College's use/rental agreement and pay a fee for use of any space which has capacity for more than 200 occupants. The District must schedule all anticipated usage with the Metropolitan Campus facilities scheduler. The District may use other College facilities with permission of the College, pursuant to availability and the College's facilities use policy. Scheduling of the auditorium or other use of College facilities shall be coordinated through the College's Metro Campus facility scheduler.

4.3 Auxiliary Services. District students may use other College facilities ("Auxiliary Services") in the same manner as any other student of the College.

4.3.1 Recreation. The MC2 Cohort shall have access to recreation spaces (e.g. gymnasium, track) free of charge, such that the District's students will be able to meet any physical education instructional requirements of the District or the State of Ohio, subject to availability. The Parties will work together to provide additional recreational

opportunities for those students who desire them, subject to a written amendment to this Agreement.

4.3.2 **Food Services.** The District may elect to serve students attending MC2 in the MC2 Classroom Facilities. The District may also elect to have the students attending MC2 dine on campus in a manner that is not inconsistent with the College food service agreements. The District will comply with the provisions of its food service contract with Aramark, attached hereto and made a part hereof, as Exhibit C.

4.3.3 **Libraries.** MC2 students and CMSD staff will have free use of the College Technology Learning Centers consistent with the College's Student Code of Conduct. Failure to comply with the Student Code of Conduct will result in discipline subject to the College policy and procedures as well as CMSD policy and procedures.

4.4 **Common Areas.** The District shall have a non-exclusive right to use, and to permit others to use, common areas in addition to MC2 Classroom Facilities; provided that any such use by the District and its licensees and invitees shall be solely for the permitted purposes specified in this Agreement and, when the use is by CMSD students, under adult supervision; and provided further that such use by the District shall not interfere with the operations of the College.

4.5 **Police Services.** The CMSD Leased Facilities are all on property of the State of Ohio. As state property, they shall remain under the jurisdiction of the College's Department of Campus and Security Services at all times during the Term described above and during any extensions.

4.6 **Restrictions on Use.** In further consideration of its obligations hereunder, the District shall use, and permit others to use, the CMSD Leased Facilities, the District's personal property and any property on the College site in a careful, safe, proper and lawful manner, and in a manner that will not interfere with the operations of the College. The College and the District shall not use, or permit others to use, the CMSD Leased Facilities for a purpose or in a manner inconsistent with this Agreement or which would adversely affect the value or character of the CMSD Leased Facilities or cause the loss of the College's property tax exemption. The District may display signage as approved by the College.

4.7 **Supervision.** The District shall provide supervision of its students, its teachers and other employees participating in its programs and activities and its invitees and licensees carrying out obligations of the District under this Agreement. The College shall provide supervision of its employees, invitees and licensees whose access to the CMSD Leased Facilities has been gained

through the College. In the event either Party becomes concerned regarding the Supervision of the other Party, they shall meet to develop a plan to redress the lack of supervision.

4.8 Revised Scheduling. The College and the District shall meet to discuss any necessary revisions in the scheduled use of any facilities governed by this Agreement.

ARTICLE V

Management of the CMSD Leased Facilities

5.1 Management of the CMSD Leased Facilities. The District shall manage the CMSD Leased Facilities. In so doing, the District shall:

- a. Limit access to CMSD's students, employees, and invitees, including those the College students and employees participating in various partnership programs.
- b. Monitor activities.
- c. Provide supervision of its employees, invitees, licensees and agents in the performance of CMSD's other obligations under this Agreement.

5.2 District Employees. The District shall staff the CMSD Leased Facilities in a manner that allows for the safe, efficient, and effective operation and use of the CMSD Leased Facilities.

5.3 Telephone and Internet. The College has incorporated the cost of telephone, internet service and management into the monthly rent set forth in Article 3.1 herein.

5.4 The College shall provide and pay the costs of:

5.4.1. Cleaning, janitorial and general maintenance for the MC2 Classroom Facilities in substantially the same manner as those supplied in comparable facilities. Custodial maintenance shall include, but not be limited to, keeping all floors, ceilings, doors, furnishings, fixtures and common areas in good order and repair. Any damage to the MC2 Classroom Facilities, other than normal wear and tear, caused by acts of the District's students, employees or invitees occurring during District use shall be repaired or replaced at the District's expense. The College shall, at all times during the Term of this Agreement and at the College's sole expense, maintain and repair heating and air conditions systems (HVAC), plumbing fixtures and equipment, electrical components, mechanical systems and elevator systems of the MC2 Classroom Facilities, and keep all the foregoing in good order and operating condition. The College shall be responsible for replacing the HVAC

equipment or roof as it determines, in its sole discretion, is appropriate. The College shall, at all times during the Term of this Agreement, maintain and repair all MC2 Classroom Facilities at its own expense, including without limitation the grounds and the building. The District shall be responsible for cleaning all District equipment to comply with guidelines from the Ohio Department of Health and the U.S. Centers for Disease Control and Prevention, and shall comply with any and all College cleaning standards in connection with the sanitation of equipment during the course of the educational activities conducted at the MC2 Facilities by the District.

5.4.2 The College shall, at all times during the Term of this Agreement and at the College's sole expense, cost and discretion, clean the exterior areas of all campus buildings housing the MC2 Classroom Facilities and any related space used by CMSD for members of the MC2 Cohort, including but not limited to upkeep and maintenance of roof, windows, glass, plate glass, doors, special fronts, entries, sidewalks, driveway, parking areas, and landscaping, including debris, trash, garbage, snow and ice removal, according to the College's operating plan. CMSD shall immediately report all exterior maintenance issues and needed repairs to the College. The College shall address the maintenance issues and needed repairs in a reasonable time period, except for maintenance and/or repair issues that CMSD informs the College in writing may immediately threaten the health and safety of students, which shall be addressed by the College forthwith. CMSD will be responsible for any damage to any College facility caused by its employees, students, contractors or agents.

5.4.3 The College shall retain responsibility for snow removal for walks servicing the MC2 Classroom Facilities and for all parking areas under the College control.

5.4.4 The College shall provide and pay the costs of utilities, including but not limited to gas, steam, electric, storm water, sewer and water at the MC2 Classroom Facilities.

5.4.5 The College will provide such identification cards for CMSD employees and students to access campus facilities. Should CMSD students or employees need a replacement card, the cost to such student or employee is ten dollars (\$10).

5.4.6 The College shall provide and maintain its standard integrated building security systems at the MC2 Classroom Facilities within the Manufacturing Technology Building.

5.4.7 The College shall program access cards for the security system to the District's teachers and administrators.

5.4.8 Inspection. The College, by its employees and agents, shall have the right to enter and inspect the CMSD Leased Facilities at all reasonable times, during emergencies or with 24 hour prior notice to CMSD.

5.4.9 Equipment, Supplies and Materials. The District shall provide all educational equipment, supplies and materials necessary or appropriate for carrying out its duties and responsibilities under this Agreement; provided that the District shall store such equipment, supplies and materials in appropriate areas and shall exercise reasonable care and comply with all applicable federal, state and local laws, regulations and requirements in their storage and use.

ARTICLE VI

Renewal

6.1 Renewal. The initial term of this Agreement, as it relates to the MC2 Classroom Facilities, coincides with the individual lease terms described above. As to the MC2 Classroom Facilities, this Agreement shall be automatically renewed for up to one additional two-year term, commencing July 1, and ending June 30 of each term, unless, at least 12 months prior to the end of the initial or a subsequent two-year term, the District or the College provides written notice to the other of its intent to terminate, in which event this Agreement shall terminate at the expiration of the Contract Year.

6.2 Termination of Agreement Prior to Expiration of Term. This Agreement may also be terminated, in whole or in part, prior to the expiration of a term by:

- a. Mutual agreement of the College and the District;
- b. The default of a Party in performing any of the obligations required of such Party by this Agreement. At the option of the non-defaulting Party, termination shall be accomplished by giving written notice to the Party in default, specifying the default and stating that this Agreement or a portion relating to the CMSD Leased Facilities will be terminated as to such Party if the default is not cured within 120 days. If the default is not cured within 120 days after receipt of the written notice of default, then this Agreement or a portion related to a particular portion of the CMSD Leased Facilities (i.e. an MC2 Classroom may be terminated without impacting all of the MC2 Classroom Facilities) may be terminated immediately thereafter upon the affirmative vote

of the governing body of the non- defaulting Party.

In the event of termination, the terminating Party shall be relieved of all further obligations under this Agreement occurring after the date of termination, but such Party shall not be relieved of its obligations under this Agreement occurring prior to the date of termination.

ARTICLE VII

Alterations and Improvements

7.1 Alterations and Improvements. The District may, at its own expense, make alterations and provide capital improvements and replacements in the CMSD Leased Facilities; provided such alterations or capital improvements and replacements may be made only with the prior written consent of the College; and provided further that the College may require the District to restore the CMSD Leased Facilities to their original condition upon the termination of this Agreement.

ARTICLE VIII

Insurance

8.1 Insurance on the CMSD Leased Facilities. The College intends to maintain and keep in full force and effect during the original or any extended term of this Agreement, fire and extended coverage insurance on the MC2 Classroom Facilities in an amount determined to be sufficient by the College. If there is substantial interference with the operation of any of the CMSD Leased Facilities from fire or casualty damage requiring the District to temporarily cease its activities and operations therein, the term of this Agreement shall be tolled for the duration of the restoration. If the interference is not such as to cause the District to cease its activities and operations entirely, the term of this Agreement shall be tolled for an equitable period as determined by the Parties.

8.2 Liability Insurance. The District shall maintain and keep in full force and effect liability insurance for its activities and operations in the CMSD Leased Facilities and shall extend such coverage to the District's use, if any, to other College facilities, including without limitation auditorium spaces and recreational facilities. That liability insurance shall have coverage limits of not less than \$1,000,000 for bodily injury per person, \$1,000,000 for each occurrence, and \$1,000,000 excess liability umbrella and shall name the College as an additional insured. In

addition, that liability insurance shall cover the District, the College and their respective board members, officers, employees, students, members, invitees and licensees for any negligent act at the CMSD Leased Facilities, shall be issued by an insurance company or companies satisfactory to both Parties, and shall provide for at least thirty days' notice to the College before cancellation. The College shall also maintain appropriate liability insurance coverage for its activities and operations in the CMSD Leased Facilities. Each Party shall provide the other Party with evidence of all required insurance 60 days after the beginning of each Contract Year.

8.3 Equipment Insurance. The District shall maintain property insurance coverage on any equipment, supplies and materials owned by it and located in the CMSD Leased Facilities.

ARTICLE IX

Obligations, Representations and Warranties

9.1 No Joint Obligation. The obligations of the District and the College under this agreement are several obligations, and are not joint obligations.

9.2 Mutual Assistance. The Parties shall reasonably cooperate with each other and each Party shall, at its own cost and expense, provide reasonable assistance to the other Party to aid the other Party in fulfilling its obligations under this Agreement.

9.3 Authority. The Parties have taken all required action to approve and adopt this Agreement. This Agreement is a duly authorized, valid and binding Agreement of the Parties, enforceable against them in accordance with its terms. Further, the representatives signing this Agreement have the requisite authority to do so.

9.4 Absence of Conflicts. The execution and delivery of this Agreement by the Parties:

- a. Does not and will not violate or conflict with any statute, regulation, judgment, order, writ, decree, or injunction applicable to them; and
- b. Will not violate or conflict with any charter provision or by-law of the Parties, or any existing mortgage, indenture, contract, licensing agreement, or other agreements binding on the Parties.

9.5 Absence of Required Consents or Contractual Restrictions. No consent or approval which has not been obtained is required to be obtained in connection with the execution and delivery of this Agreement or the performance of the transactions contemplated hereby. No contract or agreement by which the Parties are bound will restrict their ability to fulfill their obligations and responsibilities under this Agreement or any related agreement or to carry out the

activities contemplated herein.

ARTICLE X

Miscellaneous

10.1 Further Assurances. The Parties hereto, and each of them agree at the time and from time to time, to execute any and all documents reasonably requested by the other to carry out the intent of this Agreement.

10.2 Captions. The captions of this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope of intent of this Agreement or any other provisions hereof.

10.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives and, successors and assigns.

10.4 No Partnership. Nothing contained in this Agreement or any of the documents to be executed pursuant hereto shall be deemed to be interpreted as a partnership or any other arrangement whereby one of the Parties is authorized to act as an agent for another.

10.5 Governing Law. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio.

10.4 No Assignment. Neither Party to this Agreement may assign, transfer or otherwise convey any or all of its rights or obligations hereunder without the prior written consent of the other Party.

10.5 Entire Agreement; Amendment. This Agreement with the attached exhibits and schedules sets forth the entire understanding between the Parties relating to the subject matter contained herein and merges all prior discussions between them. No amendment to this Agreement shall be effective unless it is in writing and executed by the Parties hereto.

10.6 Severability. If any one or more of the provisions contained in this Agreement or in any document executed in connection herewith (other than this Agreement or such other document) shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided, however, that in such case the Parties shall use their best efforts to achieve the purpose of the invalid provision.

10.7 Notices. All notices, certificates, requests, demands, and other communications hereunder shall be in writing and may be personally served or sent by fax or certified or registered mail. All such notices, certificates, requests, demands and other communications shall be delivered to the Party to receive same at the addresses indicated below

(or at such other address(es) as a Party may specify in a written notice):

If to Cuyahoga Community College:

Cuyahoga Community College
Attention: Vice President for Administration and Finance
700 Carnegie Avenue
Cleveland, OH 44115

with a copy to:

Cuyahoga Community College – Office of General Counsel
700 Carnegie Avenue
Cleveland, OH 44115

If to District:

Cleveland Municipal School District
Attention: Chief Executive Officer
1111 Superior Ave East, 18th Floor
Cleveland, Oh 44114

With a copy to the Legal Department at the same address and to:

David J. Riley
The Riley Law Firm
24502 Cornerstone
Westlake, OH 44145

10.8 Waiver. No failure on the part of a Party to, and no delay in the exercise of any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy by a Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.9 No Construction Against Drafter. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any Party.

(Signatures on the Following Page)

IN WITNESS WHEREOF, this Agreement is executed the day first written above.

Date Signed: August 26, 2020

Cuyahoga Community College District, Ohio

By: Alex Johnson

Name: ALEX JOHNSON

Title: PRESIDENT

Date Signed: August 18, 2020

Cleveland Municipal School District

By: Eric S. Gordon
Digitally signed by Eric S. Gordon
DN: cn=Eric S. Gordon, o=Cleveland Metropolitan
School District, ou=Chief Executive Officer,
email=eric.gordon@clevelandmetroschools.org,
c=US
Date: 2020.08.18 13:46:34 -0400

Name: Eric S. Gordon

Title: Chief Executive Officer

ATTACHMENTS

- Exhibit A Floor Plan for MC2
- Exhibit B MC2 Classroom Resources and Furniture
- Exhibit C Food Service Contract Between CMSD and Aramark

Exhibit A Floor Plan

Exhibit B

CLASSROOM REQUIREMENT SUMMARY

The items below apply to classrooms 104, 202, 203, 204, and 205.

The following items will remain in classrooms

- Instructor station and monitor
- Overhead projector and AV cabinet, including Extron

MC2 will bring their own

- Computer devices and any peripherals
- Laptop carts (if needed)

CMSD-IT will bring and setup

- Polycom phone for classroom use
- Network Switch (1 per classroom)
- Wireless Access Point (1 per classroom)

Tri-C will provide

- "1333" x 2 keys for switch cabinets
- Multimode LC fiber for CMSD classroom network switch

COMMON AREA AND STAFF OFFICES (Room 247) REQUIREMENT SUMMARY

Tri-C will

- Re-terminate RJ11 to RJ45 in Rooms 242(1), 241(3), 243(1), middle Cubicle (1), 245(1), and 246 (1).
- Remove wires coming out of atrium wall in 247, add 2 new 4 port drops on atrium wall and re-terminate RJ11 to RJ45 on back wall (1).
- Provide three even spaced ceiling locations for CMSD Wireless Access Points
- Provide CMSD-IT with quotes for the additional cables drops needed in MTC room 247, including three wireless locations

CMSD-IT will provide

- Three (3) Wireless Access Points
- Polycom phone for office/space use (6)

DATA CENTER REQUIREMENT SUMMARY

Tri-C will provide

- Space in the onsite datacenter for a 6-unit rack to house CMSD's network equipment
- A 1GB copper handoff with public IP for CMSD router in MTC Data Center (room 228). CMSD tunnel endpoint is 208.71.72.2.
- Power for CMSD network equipment

CMSD-IT will provide

- Network equipment for MC2 internet access
 - (1) – Router
- Network equipment for classrooms and common area connectivity
 - (1) – Fiber Switch for classroom connectivity
 - (1) – 48 port PoE switch for common area connectivity

Exhibit C
Sample Food Service Agreement

FOOD SERVICE CONTRACT
for
MC2 at the College
Cleveland Municipal School District (CMSD)