

## AGREEMENT

An Agreement (hereinafter "Agreement") is made this \_\_ day of July, 2015, by and between the Board of Education of the Brecksville-Broadview Heights City School District, Cuyahoga County, Ohio ("Brecksville-Broadview Heights"), and the Board of Education of the Cuyahoga Valley Career Center, Cuyahoga County, Ohio ("Career Center"), together ("parties"), regarding the employment of Rick Berdine as treasurer ("Treasurer") for the parties.

**WHEREAS**, pursuant to O.R.C. §3313.222, the boards of education of two or more school districts may, by agreement, jointly employ a treasurer to act as treasurer of each district and compensate him in accordance with the terms of such agreement.

**NOW, THEREFORE**, it is mutually agreed by the parties to this contract:

1. Term

The term of this Agreement, and the parties' resulting joint employment of the Treasurer, shall commence on August 1, 2015 and continue through December 31, 2015.

2. Joint Employment

Brecksville-Broadview Heights and the Career Center do hereby agree to jointly employ the Treasurer to act as the chief fiscal officer of both school districts and to be responsible for the financial affairs of both districts, in accordance with O.R.C. §3313.31, all other applicable laws, rules, regulations, and the job descriptions pertaining to the functions, responsibilities, powers, and authority of the treasurer for each respective school district. The Treasurer shall hold a treasurer's license at all times during the term of this Agreement, in accordance with the laws of the State of Ohio.

The Treasurer's contract of employment with Brecksville-Broadview Heights shall remain in full force and effect for the duration of this Agreement.

3. Compensation

The Treasurer shall be compensated at an hourly rate by the Career Center for all work performed on behalf of the Career Center.

4. Expenses

Reimbursable expenses incurred by the Treasurer in the course of performing his job duties shall be documented by the Treasurer and assigned to the party for which the Treasurer was performing the duty. Such party shall be responsible for reimbursing the Treasurer for any documented expenses to which it has been assigned.

5. Work Schedule

The parties shall work cooperatively so that board and other meetings in each school district do not conflict, so that the Treasurer may attend such meetings in both districts. The Treasurer shall devote such time and labor as are necessary to perform his job duties in each district, and to meet the goals and objectives of each district.

6. Termination of Agreement

Either party may terminate this Agreement with thirty (30) days' prior written notice, in which case the Agreement shall dissolve and the Treasurer shall remain an employee of Brecksville-Broadview Heights.

This Agreement may also be terminated by:

- a. Mutual agreement of the parties;
- b. Resignation or retirement of the Treasurer;
- c. Termination in accordance with the laws of the State of Ohio.

7. Status Meeting

The parties shall meet at some point during the first fifteen (15) days of November, 2015 to discuss whether they desire to enter into a successor agreement, whereby both parties employ the Treasurer after December 31, 2015.

8. Entire Agreement

This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter. This Agreement shall not be modified, except by a writing signed by each of the parties hereto.

9. Governing Law

This Agreement shall, in all respects, be governed by and construed under the laws, rules, and regulations of the State of Ohio.

10. Savings Clause

If any term or condition of this Agreement, or any application of this Agreement is determined by a court of law to be contrary to the laws, rules, or regulations of the State of Ohio, the Ohio Department of Education, or of the United States, such term or condition, or its application, shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect.

11. Authorization

This Agreement has been approved by each district at a duly convened meeting, and each board president has been authorized by their respective boards of education to execute it.

**IN WITNESS WHEREOF**, Brecksville-Broadview Heights and the Career Center, by their respective Presidents and Superintendents, have set their hands hereto this \_\_\_\_ day of July, 2015.

BRECKSVILLE-BROADVIEW  
HEIGHTS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

CUYAHOGA VALLEY  
CAREER CENTER  
BOARD OF EDUCATION

\_\_\_\_\_  
President Date

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Superintendent Date

\_\_\_\_\_  
Treasurer Date