

### Auburn Vocational School District BOARD OF EDUCATION

### Minutes of April 3, 2018

The April 3, 2018 regular meeting of the Auburn Vocational School District was called to order by Mr. Walter at 7:00 p.m.

Upon roll call, the following members were present:

Mrs. Brush

Mr. Kent

Mr. Miller

Mr. Walter

Dr. Culotta

Mr. Klima

Mr. Sedivy

Mrs. Wheeler

Mrs. Javins

Dr. Kolkowski

Mr. Stefanko

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

### 051-18 Approve Agenda and Addendum

A motion was made by Mr. Sedivy and seconded by Mr. Kent to approve the April 3, 2018 agenda and addendum.

Roll Call:

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

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

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed.

### 052-18 Approve Minutes Last Meeting

A motion was made by Mr. Kent and seconded by Mr. Stefanko to approve the minutes of the February 21, 2018 special Board and the minutes of the March 6, 2018 regular Board meeting of the Board.

Roll Call:

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

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

Mrs. Wheeler

Nays: None



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

### **Administrative Report**

a) Tax Abatement Great Lakes Cheese

### O53-18 Approve the Community Reinvestment Area Agreement between Geauga County Board of Commissioners and Great Lakes Cheese Co. Inc. /JHK Company

A motion was made by Mr. Stefanko and seconded by Mr. Miller to approve a resolution conditionally approving the Community Reinvestment Area Agreement between Geauga County Board of Commissioners and Great Lakes Cheese Co. Inc. /JHK Company as follows:

WHEREAS, The Geauga County Board of Commissioners created the Community Reinvestment Area (CRA) in Troy Township in order to provide appropriate development incentives to support economic development projects; and

WHEREAS, Great Lakes Cheese Co. Inc./JHK Company plans the construction of a 275,000 SF addition to the existing 350,000 SF manufacturing facility located on PP #32.074273 owned by Great Lakes Cheese, and the construction of a new 60,000 SF facility on PP# 32.072326 and PP# 32.072327 owned by JHK with a total investment of One Hundred Eighty Nine Million One Hundred Fifty Thousand Dollars (\$189,150,000.00), plus or minus 10%, at the Troy Township CRA site; and

WHEREAS, Great Lakes Cheese Co. Inc./JHK Company will over the course of fifteen (15) years add an additional 165 new employees to this Troy Township work site, and

WHEREAS, The Geauga County Board of Commissioners proposes to provide a fifteen (15) year 100% tax abatement to Great Lakes Cheese Co. Inc./JHK Company for the planned construction; and

WHEREAS, the proposed to tax abatement to Great Lakes Cheese Co. Inc./JHK Company for the planned construction requires Board approval;

**WHEREAS**, the proposed project is consistent with the Community Reinvestment Area adopted by resolution 97-054 by the Geauga County Board of Commissioners on April 15, 1997.

### NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Board will approve the community reinvestment area agreement subject to the condition that Great Lakes Cheese Co. Inc. /JHK Company enters a contribution agreement with the Board in which Great Lakes Cheese Co. Inc. /JHK Company agrees to compensate the Board by paying cash in the amount of \$5,000 per year beginning on June 1, 2018, and continuing each year until June 1, 2032 – i.e., for a total of 15 cash contributions.



- 2. The Board waives any all notification periods required by the Ohio Revised Code in regards to this project. This waiver is explicitly subject to Great Lakes Cheese Co. Inc. /JHK Company entering a contribution agreement with the Board.
- 3. The Board directs the Treasurer to serve this resolution conditionally approving the community reinvestment area agreement on The Geauga County Board of Commissioners.
- 4. Board directs the administration to take any necessary actions in furtherance of this resolution.

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

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

Nays: Dr. Kolkowski

Mr. Walter declared the motion passed

**Recruitment/Curriculum Committee Report -** (Paul Stefanko, Mary Wheeler, Roger Miller, Terry Sedivy)

Next meeting April 12, 2018 @ 3:30 p.m. - 4:30 p.m. Technology Learning Center - Room 100

### **Render Financial Reports**

ORC 3313.29-The treasurer shall render a statement to the board and to the superintendent of the school district, monthly, or more often if required, showing the revenues and receipts from whatever sources derived, the various appropriations made by the board, the expenditures and disbursements therefrom, the purposes thereof, the balances remaining in each appropriation, and the assets and liabilities of the school district. The financial statements for the period ending February 28, 2018 are hereby rendered and include: Financial Summary, Appropriations Report, Monthly Comparison Report, Check Register, and Bank Reconciliation Report. (See Attachment Item #8)

### No Action Required.

### 054-18 Donations

A motion was made by Mr. Klima and seconded by Mrs. Wheeler to approve the following donation:

Donation of assorted commercial flower and vegetable seeds a quantity of 981,750 - estimated amount of \$5,334.60 for Plant, Turf and Landscape Management program.

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

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

Mrs. Wheeler

Navs: None



### 055-18 Approve Human Resources

A motion was made by Mr. Klima and seconded by Mr. Stefanko to approve employment of the following Personnel items: Amendments, New Employees, Renewals, Supplementals, Substitutes, Separations and Student Intern positions. (See Attachment Item #10)

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

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

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

### 056-18 Approve Continuing Contracts

A motion was made by Mrs. Javins and seconded by Mr. Kent to approve the continuing contracts for the following instructors per CATA agreement 11.2.1.

Mr. Salman Pirzada, Architecture Project Management Instructor

Ms. Laura Ciszewski, Information Support & Services Instructor

Ms. Dorothy Bentley, Intervention Specialist

Ms. Jane Metrisin, Teaching Professions Instructor

Ms. Angela Nelson, Business Management Instructor

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

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

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

### 057-18 Approve 2018-2019 Adult Workforce Student Calendar

A motion was made by Mr. Sedivy and seconded by Mrs. Javins to approve the 2018-2019 adult workforce student calendar. (Attachment Item #12)

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

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

Mrs. Wheeler

Nays: None



### 058-18 Approve Adult Workforce Tuition Amounts for 2018-2019 School Year

A motion was made by Mrs. Javins and seconded by Mr. Kent to approve the adult workforce full time program tuition amounts for the 2018-2019 school year. (Attachment Item #13)

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

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

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

### 059-18 Approve New Textbook for Information Support & Services & Computer Networking Technology

A motion was made by Dr. Kolkowski and seconded by Mr. Klima to approve the following textbooks as part of the Information Support & Services program and Computer Networking Technology program.

Meyers, Mike, and Faithe Wempen. Mike Meyers' CompTIA A Guide to Managing and Troubleshooting PCs Lab Manual (Exams 220-901 & 220-902). Fifth ed., McGraw-Hill Education, 2016.

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

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

Mrs. Wheeler

Nays: None

Mr. Walter declared the motion passed

### O60-18 Approve Shared Technology Services Agreement between the Madison Local School District Board of Education and Auburn Vocational School District Board of Education

A motion was made by Mrs. Javins and seconded by Mrs. Brush to approve the services agreement with The Madison Local School District Board of Education. They will provide Auburn Vocational School District with technology services. (Attachment Item #15)

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

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

Mrs. Wheeler

Navs: None



### **Policy: First Reading**

It is my recommendation that the Board of Education make the following policy modifications to the Auburn Vocational Board of Education Policy Manual. Original policy can be reviewed by visiting the Board Policy website at <a href="https://www.neola.com/auburnjvs-oh">www.neola.com/auburnjvs-oh</a> and clicking on the policy number. (Attachments Item #16)

Section	Title	Revised/New Policy/Delete
Professional/Classified	Tuition Free Benefit	Revised

### NO ACTION REQUIRED.

### 061-18 Executive Session

A motion was made by Dr. Kolkowski and seconded by Mrs. Wheeler to enter into executive session at 8:07 p.m. for the following purpose:

Pursuant to Ohio Revised Code Section 121.22(G) (1), for the purpose of considering the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of public employees or regulated individuals, or the investigation of charges or complaints against a public employee or regulated individual unless such person requests a public hearing.

Roll Call:

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

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

Mrs. Wheeler

Navs: None

Mr. Walter declared the motion passed

### Return to public session at 8:21 p.m.

### **062-18** Adjourn

A motion was made by Dr. Kolkowski and seconded by Mrs. Wheeler to adjourn the meeting at 8:29 p.m.

Roll Call:

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

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

Mrs. Wheeler

Navs: None



Treasurer

**Board President** 

**Treasurers Note:** The meeting was audio taped and a copy of the tape may be obtained by contacting the Treasurer during the course of normal business hours.



### Attachment Item #8

Render Financial Reports

	599	524	501	451	200	70	024	022	019	810	014	012	011	009	9:00	004	003	002	100		Fund	-			
Grand Totals	Miscellaneous Fed Grants (REAP)	VEPD Secondary and Adult Fund	ABLE Literacy Fund	Data Communication Fund	Student Activity Fund	Capital Projects	Employee Self Insurance Fund	District Agency	Trust Fund-Camp Discovery	Principal Fund	Rotary Internal Service Fund	Adult Education	Rotary	USSF	Food Service	Building	Permanent Improvement Fund	Bond Retirement	General Fund		Description				
<b>S</b>	\$	*	·s	45	45	\$	··	t/s	10	·s	s/s	s,	*	· ·	45	· vs	(S)	٧٠	S	2	2				
6,006,711.24 \$ 2,129,368.23 \$		2,752.90	1,043.89		78,099.68	340,000.00	4,039.93	15,210.95	323,901.44	6,048.00	2,342.49	94,239.01	51,168.33	10,267.00		232,944,68		*	4,844,652.94	Fund Balance	FY Beginning				
45	*	s	45	s	s	43	45	v	*	₩.	t/s	45	s	¢,	s	s	45	s	s						
2,129,368.23		2,164.76	14,626.92		3,818.02				2,740.00		71.50	178,974.67	1,533.58	636.00	11,970.59	10,000.00			1,902,832.19	Receipts	MTD		Febr	Cash Fur	Aubur
	·s	s	S	\$	S	s	S	¢,	40	43	s	v	v	s	45	4	*	s	s	E			yneu	d Ba	n Car
8,883,563.81 \$	20,704.30	160,820.34	137,340.24	900.00	29,104.61	350,000.00	54,840.07	30,569.50	61,949.36	35,000.00	517.66	859,435.93	13,021,92	7,820.00	74,820.86	80,388.97			6,966,330.05	Receipts	FYTO		February 28, 2018	Cash Fund Balance Report	Auburn Career Center
v.	s	s	s	s	v	S	V)	v	S	w	s	1/1	s	45	v	U.	45	s	(s	Ð				_	
877,147.40 \$	926.00	41,558.07	21,137.45		6,702.01	i.	10,604.36		5,545.33	4,529.00	393.88	152,824.17	4,438.22		15,825.19				612,663.72	Expenditures	MTD				
	45	(A)	W	t/s	U	(A)	·Ch	*	S)	· Ch	t/s	8	45	S	*	(/s	43	45	U1	Ехр					
,931,971.33	21,630.30	205,131.31	159,521.58	,	29,506.87	222,980.00	22,282.35	29,569.50	98,428.97	29,235.36	1,247.69	1,001,135.56	43,141.76	188.39	117,323.22	225,799.35		57,549.72	5,667,299.40	Expenditures	PYTO				
¢s ,gn	· Co	S	\$	(A)	1/1	45	*	1/1	(A	₹5	S	v,	(s	45	¢,	(A	40	⟨\$	S G	Fig	0				
7,931,971.33 \$ 6,958,303.72 \$ 1,489,333.32 \$	(926.00) \$	(41,558.07) \$	(21,137.45) \$	900.00	77,697.42	467,020.00	36,597.65	16,210.95	287,421.83	11,812.64	1,612.46	(47,460.62)	21,048.49	17,898.61	(42,502.36)	87,534.30		(57,549.72)	\$ 6,143,683.59	Fund Balance Encumbrances	Current				A
\$ 1,	•	(A	\$	(A	· ·	*	<>	4/1	v	· CS	S	<b>V</b> S	<b>(%</b>	⟨∧	(S	45	*	· «»	**	Encu	0				
489,333.32	29,815.61	70,327.42	10,639.30		38,738.27	305,000.00	15,298.23	1,000.00	67,534.70	29,996.92	2,500.00	112,841.98	23,896.06		16,621.68	1,000.00		,	764,123.15	mbrances	Current				
1	45	*	*	**	40	S	*	· vs	45	45	45	V)	\$	1/2	45	S	· vs	· to	10	Fun	Uner				
5,468,970.40	(30,741.61)	(111,885,49)	(31,776.75)	900.00	38,959.15	162,020.00	21,299.42	15,210.95	219,887.13	(18, 184, 28)	(887.54)	(160,302.60)	(2,847.57)	17,898.61	(59,124.04)	86,534.30		(57,549.72)	5,379,560.44	Fund Balance	Unencumbered				

This is an unaudited financial report.

2/28/18	Appropriation Account Summary	Habari Career Center	
	Summary	BINCI	

	599	524	501	451	200	70	024	022	019	810	014	012	011	900	906	204	003	002	001	P.
Grand Total	REAP	VEPD Secondary and Adult	ABLE Literacy Fund	School Net Connectivity	Student Activities	Capital Projects	Employee Benefits	Scholarships	Other Grants	Principal Fund	Rotary Internal Service Fund	Adult Education Fund	Customer Service Fund	Uniform School Supply Fund	Lunchroom Fund	Construction	Permanent Improvement	Bond Retirement	General Fund	Dec Description
	69	(A)	(A)	G9	69	(A)	(A)	G	69	69	G)	49	49	(5)	€⁄)	s	S	(A)	(A)	
S 13.318.132.89	50,965.00	335,529.95	293,784.87	1,800.00	107,143.29	350,000.00	58,880.00	43,780.45	321,901.44	35,750.00	2,568.15	1,443,222.51	64,190.25	18,087.00	189,344.00	388,078.68		477,029.50	9,136,077.80	Appropriated Appropriated
(1)	(A)	G	C/9	G	(C)	69	69	GA	69	G	<b>G</b>	G	co	63	69	G	(A)	49	G	Encu
\$ 473.241.06		2.752.90	1.043.89		276.00	340,000.00		2,000.00	2,000.00	5,298.00	1,500.00	19,266.51	,	,	,	•	,		99,103.76	Carryover
S	S	C/P	(A)	S	G	67	G	49	GA	69	69	69	(A)	G	(A)	S	S	S	S	
13.791.373.95	50,965.00 \$	338,282.85 \$	294,828.76 \$	1,800.00 \$	107,419.29 \$	\$ 00.000.00	58,880.00 \$	45,780.45 \$	323,901.44 \$	41,048.00 \$	4,068.15 \$	1,462,489.02	64,190.25	18,087.00 \$	189,344.00 \$	388,078.68		477,029.50	9,235,181.56	FYTD Expendable
,		σ,	0,	0,	7	0,	0,	91	U)	ψ,	Ç)	97	v,	01	y,	01	0,	v	(r)	m
7.931.971.33	21,630.30	205,131,31	159.521.58		29,506.87	222,980.00	22,282,35	29,569.50	98,428.97	29,235,36	1.247.69	1,001,135.56	43,141.76	188.39	117,323.22	225,799.35		57,549.72	5,667,299,40	FYTD Expenditures
S	49	G	(A)	G	୯୬	G	G	S	S	S	S	S	ts.	(A)	€/3	CP.	S	co	G	m X
877.147.40	926.00	41,558.07	21,137.45		6,702.01		10,604.36		5,545.33	4,529.00	393.88	152,824.17	4,438.22		15,825.19				612,663.72	MTD cpenditures
(V)	G	(A)	(A)	(A)	¢>	G	69	co	(s)	S	co	S	40	S	S	S	49	69	40	
1.489.333.32	29,815.61	70,327.42	10,639.30		38,738.27	305,000.00	15,298.23	1,000.00	67,534.70	29,996.92	2,500.00	112,841.98	23,896.06		16,621.68	1,000.00			764,123.15	Encumbered
S	(A	G	G	S	S	S	co	G	S	(A)	S	S	49	(A)	S	(A	(A)	(A)	S	
4.370.069.30	(480.91)	62,824.12	124,667.88	1,800.00	39,174.15	162,020.00	21,299.42	15,210.95	157,937.77	(18,184.28)	320.46	348,511.48	(2,847.57)	17,898.61	55,399.10	161,279.33		419,479,78	2,803,759,01	FYTD Remaining
68.31%	0.00%	81.43%	57.72%	0.00%	63.53%	76.52%	63.83%	66.77%	0.00%	144.30%	92.12%	76.17%	104.44%	0.00%	70.74%	0.00%	0.00%	12.06%	69.64%	Percent Exp/Enc

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

						1										Annual Contract of the Contrac
				Mont	Aı hly Histo	buri Co	Auburn Carcer Center tory Comparison-Gene	Auburn Career Center  Monthly History Comparison-General Fund  Kebenger 28 2018	nd					0		
			X	ybno	Montly Comparison	n	I Con many and and an				Annual Comparison	rison			1	67%
								9						ı		
Revenue														,	(-) Good	
Beat Ferate		SO.	3.561.995	0	3,503,692	(2) 44	4,339,521		\$ 4,612,462	S	4,663,062	00	4,664,063	S	1,160,371	75%
Commercial		n		n	418.446					S	880,869			S	462,423	48%
Tangible Personal (PII)		n	202 999	so ·	194.533	(A)	209.957				419,558	S		S	225.025	46%
Foundation		SO I	1342312	en i	1485.237		1.606.512		13	to.	2,194,823	S 12		S	709.586	68%
DITBaimh		n (		n		· 2				(A)		S		S		0%
Bornectand & Pollback		n (	395 068	n (	301 647	SO 4	406 559		784	S	787.438	S	787.623	cs	395,976	50%
Other		n (	174 776	0	350.585	in i	355.625			S	379,956	S	527,081	S	176,496	67%
	Subtotal	50	5,627,150	49	6,344,140	\$9 \$\	6,918,174		90	49	9,325,706	\$ 9	9,474,017	59	3,129,877	67%
Expense														Ŧ	(+) Good	
Salaries		S	2.716.969	S	2,712,567	S 12	1,552,447	-3.0%	\$ 4,024,840	69	4,107,214	S	3,483,369	S	770.802	78%
Benefits		S	1.060,573	S	1,114,801	S I	1,217,028	7.1%	S 1,565,727	7 \$	1,662,612	S	1,413,310	S	298,509	79%
Purchased Services		S	702,255	S	725,697	S	902,328	13.8%	S 1,191,991	s	1,221,824	SI	1,249,256	S	523,559	58%
Supplies		S	301,084	S	321.893	CS.	345.206	7.1%	\$ 406,676	5	416,225	S	326,202	S	4.309	99%
Capital Outlay/Equipment		S	148,876	s	293,976	S	167,789	27.3%	S	S	295,409	S	251,748	S	(42,228)	117%
Summer Projects				GA.	83.221	S	ı		S	· 60	83.221	in		S	(83.221)	0%
Parking Lot		S	348,532	s		S			\$ 348,532	2 5		S		O.		0%
		e so	105.024		58,418		73,305		\$ 198,199	e 00	133,047		113.642	9 (0)	55,224	78%
01	Subtotal	6	5,383,313	ø.	5/5/015/5	9	5,256,105		3 1,007,024	4	1,717,000	4	040074047	- 6	A SOLD OF THE	, 0
Revenue/Expense (Operating Balance)			\$243,837	(A	1,033,568	S	1,660,071		\$1,011,918		\$ 1,406,155	<del>(5)</del>	\$2,636,490			
Other Uses		S	9,503	cn	58,884	S	48.156		\$ 9,503	cs Cs	58,884					
Advances Out		S		SO.		S	28,880		١	S	40,575					
Transfers Su	Subtotal	se v	(116,976)	50 CO	476,981 (418,097)	4A (/	380,320		\$ (694,173)	59 U	(988,569)					
Beginning Cash Ending Cash		s s	3,811,658 4,236,186	s s	4,194,144 5,042,537	\$ 6	4,853,511 6,143,680		\$ 5.540.489 \$ 4.427.070		\$ 5,904,707 \$ 4,844,652					
Encumbrances		SO.	687,347	S	660,609	S	764,123		S 59,426	s o	99,104					

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

## AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 02/01/2018 AND 02/28/2018 ALL CHECKS SELECTED

047004	047002 047003	047001	047000	046999	046997	04000	046995	046994	046993	046992	046990	)	046989	046987	046986	046985	046984	046983	046981	046980	046979	046978	046976		046975	046974	046973	046070	046970	046969	046968	4	046967	046966	046964	046962	CHECK
¥	<b>4 4</b>	¥	¥	¥	<b>ឌ</b> ឌ	:	€ ₹	¥	¥	<b>Z</b> :	<b></b>	}	<b>Z</b>	<b>4</b> ×	×	¥	<b>\$</b> :	<b>2</b> 2	<b>4</b>	হ	হ	<b>z</b> :	£ \$	1	¥	হ :	<b>E</b> 3	<b>E</b> =	<b>\$</b> ≥	¥	¥	;	¥.	হ (	n ≥	¥	TYPE
02/06/2018	02/06/2018 02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	04/00/4040	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018		02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	6	02/06/2018		02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018	02/06/2018		02/06/2018	02/06/2018	02/06/2018	01/26/2018	DATE
JEFF SLAVKOVSKY	DARRIN SPONDIKE DEE STARK-KURTZ	TERESA DETWILLER	SHELBY KAMINSKI	ADVANCED GAS & WELDING	FRONTLINE TECHNOLOGIES GROUP CDW GOVERNMENT		LINCOLN ELECTRIC CO.		LORRAINE M. FENDE		MADEWELL & SON DRYWALL I	HOMEOWNERS ASSOC	BRIDGECREEK ESTATES	STONE SOFFEE	BURMAX COMPANY, INC.			CENGAGE LEARNING				OHIO ACTE	MAKS ELECTRIC CO.		HEADWATERS PLUMBING			COMMINATOR ,	TWIST CENTURE TWO	CO		o.	COUNCIL FCCLA REGION 3	LAKE COUNTY DEVELOPMENT	Payroll	OF P'VILLE	VENDOR
013632	040914 008279	041389	041393	013407	040941	0 4 4 0 0 0	041009	011385	008426	000499	012552		041458	013570	000482	001065	000786	010328	004017	011256	007645	000682	040663		041453	000925	040250	010610	041416	041437	004099	1	013669	001101	666666	000215	VENDOR
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272.71	262.60 234.48	141.24	70.51	1,717.13	545.90 491.51		2,263.22	50.0	8,795.60	280.00	6,825.00 731.00	)	610.00	3 6	930.62	118.	999		ο 7 Ο 6	8		(JI )	770	'n	320		815.00	į	19,700,00	5,163.00	20.00		1.30 .00	135.00	209.246.84	2,252.00	CHECK AMOUNT

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## AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 02/01/2018 AND 02/28/2018 ALL CHECKS SELECTED

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GRAINGER JOHNSTONE SUPPLY KEYSTONE	- (4) (4)	MOUSER ELECTRONICS, INC. OHIO FCCIA CASA VERDE GROWERS ATET	WALL FINANCE WELLS FARGO FINANCIAL LEASING JAMECO ELECTRONICS DIGI-KEY CORP. 1537298 ELECTRONICS ELECT		ELSEVIER PARK PLACE TECHNOLOGIES PERRY LOCALSCHOOLS SPEE-D-METALS DOMINTON ENERGY OFFICE	UH GEAUGA MEDICAL CENTER ELBER SUPPLY LLC WELLS FARGO FINANCIAL LEASING COMDOC INC. SIMPLEXGRINNELL LP TYCO INTEGRATED SECURITY LLC PEPPLE & WAGGONER, LTD. CITY OF P'VILLE UTIL. PACIFIC TELEMANAGEMENT	VAN NESS ABBA EXPRESS INC. LAKE COUNTY EDUCATIONAL SERVICE CENTER HANDY MAN INSULATION CO. STEDHEN REDDICK	TWIST CREATIVE, INC VIVIANI FAMILY LIMITED PARTNERSHIP ATET CLEVELAND SPRAY BOOTH STECTALISMS INC	VENDOR STATE TEACHERS RETIREMNT SCHOOL EMPLOYEES RETIRE-
000466 013078 011900	000551 012272 011038 010207	001257 002745 0041449 000171	040153 040583 000389 011461	0000834 000063 040404 040028	011447 041339 000219 001679	007298 041457 040583 008170 011863 040669 012424 000215	008024 012708 000134 040632	041416 011774 000171 013370	VENDOR 000480 007727
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	1 (Multi-bank check)	μ.		н			щ		BANK CODE 18
2,283.75 930.00 114.00	631 122 642 ,358		684.13 1,771.10 780.97 905.72	1,851.63 ,856.90 615.00 837.46		60.00 152.95 1,864.00 130.44 2,252.10 96.24 6,998.75 546.84 153.00	120.12 500.00 3,107.12 2,159.90	8,500.00 1,392.91 330.02 413.00	CHECK AMOUNT 22,390.15 9,491.55

## AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 02/01/2018 AND 02/28/2018

118.75 2,480.67 374.05 2,500.00	(Multi-bank check)	RECONCILED: 02/20/2018 RECONCILED: 02/22/2018 RECONCILED: 02/20/2018 RECONCILED: 02/21/2018	010610 010092 010770 007745	FIRST COMMUNICATIONS LLC HUNTINGTON NATIONAL BANK IDENTISYS, INC. U S POSTAL SERVICE	02/15/2018 02/15/2018 02/15/2018 02/15/2018 02/15/2018	<b> </b>	047086 047087 047088 047088
32.95 4,226.51	94.0	RECONCILED: 02/21/2018 RECONCILED: 02/20/2018	000194 000812	200	02/15/2018 02/15/2018	<b>11</b>	047084
66.66 149.60		RECONCILED: 02/20/2018 RECONCILED: 02/21/2018	001071	MALERED NICKLES BAKERY INC THE AMERICAN BOTTLING COMPANY	02/15/2018		047081
60.00 373.66		BECONCILED: 02/20/2018	007298	UH GEAUGA MEDICAL CENTER	02/15/2018		047080
101.25		RECONCILED: 02/20/2018 RECONCILED: 02/16/2018	041167	GCA SERVICES GROUP AUBURN CAREER CENTER	02/15/2018		047078
316.			002108	GENERAL PEST CONTROL CO. UNITED PARCEL SERVICE	02/15/2018 02/15/2018	<b>ସ</b> ସ	047076
106.50		-	011490	En	/15	হ	047075
236.00		RECONCILED:02/26/2018	000140		02/15/2018	¥	047074
928.73		RECONCILED: 02/21/2018	000734	WASTE MANAGEMENT OF OHIO	02/15/2018		047073
9,855.00 182.00		RECONCILED: 02/23/2018 RECONCILED: 02/26/2018	041442 000140	METRO PAINTING LAKE COUNTY GENERAL	02/15/2018 02/15/2018	হহ	047071 047072
			-	AND SUPPLY INC	02/15/2018		047070
6,560.00	~~~		010092	HUNTINGTON NATIONAL BANK	02/15/2018		047069
70.00			041084	HUNTINGTON NATIONAL HANK	02/15/2018		047067
399.00 62.92		v	013042		02/15/2018	<b>Z</b> :	047066
739.50		RECONCILED: 02/20/2018	041459	WELLS FARGO VENDOR FIN SERV	02/15/2018		047064
423.06		$\sim$	041446	ALLISON ESACK LAURA CISZEWSKI	02/09/2018 02/09/2018	<b>2</b> 2	047062 047063
19.20		/12/	041388	LOUISE VADASZ A	02/09/2018	¥	047061
4.	-	RECONCILED: 02/12/2018	041353	JOYCE DICK	02/09/2018	¥	047060
ω.		RECONCILED: 02/12/2018 RECONCILED: 02/12/2018	040905 041184	JESSICA SZOKA ANDREA TRACY	02/09/2018 02/09/2018	<b>4 4</b>	047058 047059
		RECONCILED: 02/12/2018	040990	CHRISTINE TREDENT	02/09/2018	¥	047057
218.75 17.44 196.02		RECONCILED: 02/12/2018 RECONCILED: 02/12/2018	007918 041417 012964	DAVID P RICHARDS CATLEY VOLPIN BARB GORDON	02/09/2018 02/09/2018 02/09/2018	222	047054 047055 047056
1,515.72		RECONCILED: 02/12/2018	013407	ADVANCED GAS & WELDING SOLUTIONS LLC	02/09/2018	<b>E</b> 2	047053
1,141.87 1,817.15		RECONCILED: 02/12/2018 RECONCILED: 02/12/2018	012295	R.E. MICHEL COMPANY INC	02/09/2018		047051
1,250.00 12.23		RECONCILED: 02/13/2018	007589	N STRUCTU	02/09/2018	<b>1</b>	047049
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AUBURN VOCATIONAL SCHOOL DISTR SORT BY CHECK NUMBER CHECK DATES BETWEEN 02/01/2018 AND 02/28/2018 ALL CHECKS SELECTED

	047107 B 047108 B 047110 B 047111 B 047111 B 047111 B 047113 B 047116 B 047116 B 047117 B 047117 B 047119 B 047120 C 047121 W 047122 W		CHECK TYPE	
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COLLO DEFI OF OUR & FAMILIE SERVICES SERVICES HUNTINGTON NATIONAL BANK POSTER COMPLIANCE CENTER ATGT LAKE COUNTY SHERIFF'S OFFICE D & SCOLOR SUPPLY CO INC GCA SERVICES GROUP WILLO TRANSPORTATION COUNTRY MEATS	MILTON ES ES ANSIER ANSIER IDENOUR TINEZ AK ON ON PIKES		CMRS-POC ASAP SANITARY SERVICES HUNTINGTON NATIONAL BANK GORDON FOOD SERVICE TREASURER, STATE OF OH DIVISION OF INDUSTRIAL COMP. GAZETTE NEWSPAPERS SCREENVISION DIRECT TROPHY WORLD MENTOR AREA CHAMBER	A
011092 0100771 0010771 011385 041437 041167 0112426 012429	041464 041465 041466 041466 041471 041471 041472 041473 041473 041470 041470 041470 041470 041470 041475 999999 000480 0007727	001065 000240 008170 004400 011896 041193 041393	VENDOR 041115 011092 008479 008101 011455 040250 000052	ALL CHECKS
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,856.5 239.8 522.3 522.3 520.6 520.0 50.0 614.4 760.0 356.0	69.00 44.00 68.00 20.00 63.00 83.00 25.00 31.50 63.00 63.00 63.00 90.00 43.55 24,068.77 8,133.04	53.7 50.0 68.9 02.2 15.1	CHECK AMOUNT 79.00 760.76 3,624.63 247.25 25.00 432.00 68.50	

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WARRANT CHECKS REFUND CHECKS REFUND CHECKS TRANSFER CHECKS DISTRIBUTION CHECKS PAYROLL CHECKS MISSING CHECKS TOTAL CHECKS (LESS VOIDED) TOTAL CHECKS WRITTEN	VOIDED CHECKS	02/01/2018 02/23/2018 02/23/2018 02/23/2018 02/23/2018 02/28/2018 02/28/2018	02/09/2018 02/09/2018 02/01/2018	02/15/2018	02/28/2018	02/28/2018 02/28/2018	02/28/2018 02/28/2018 02/28/2018 02/28/2018 02/28/2018	02/28/2018 02/28/2018 02/28/2018 02/28/2018	02/28/2018 02/28/2018 02/28/2018 02/28/2018	DATE
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\$ 346,464.82 110,220.59 687.50 8 07.50 9 0.00 9 3,927.73 9 0.00 9 430,120.39 8 430,120.39 8 89,039.03	s 2,382.00 s 731,290.31	999998 900663 900693 900950 000499 RECON	900663 900950 999992	900926	008216 900926	001256 011556 013078	040323 000414 008469 008412	000499 000541 041416 001230	040994 007406 040598	ALL CHECKS SELECTED  VENDOR STATUS/
WW WOWOOWN	Į Po	RECONCILED:02/28/2018				ч				STATUS/DATE BANK CODE
		92,604.31 3,268.92 23.25 993.99 3,927.73 6,676.63		1,211.10	70	1,388.10 320.00 477.50	3,900.00 1,357.25 1,111.10 4,612.97	176.56 3,000.00 38.42 1.770.00	3,920.00 61.60 500.00 112.73	Ą

Auburn Career Center Bank Reconciliation February 28, 2018		Е
	t t	4 546 051 06
Dollar Bank - Main Depository	\$	4,546,051.06 (49,780.13)
O/S checks - a/p O/S checks - p/r	\$	The state of the s
Payroll Accum (O/S)-Checks NI	\$	THE PARTY OF THE P
HealthCare Wire Adjustment	\$	0.60
Petty Cash	\$	400.00
Change Funds	\$	287.00
Net Operating Check + Cash		4,492,062.53
Health Care Deductible Pool - Dollar	\$	15,298.23
Flexible Spending Account - Dollar	\$	21,299.42
Star Ohio	\$	102,529.62
Fifth - Third Construction Investment - Interest Only	\$	1,864.67
Net Available Cash	\$	4,633,054.47
Investments:		
UBS Financial		\$2,322,482.11
Total Investments	\$	2,322,482.11
		( DEE 50 ( 50
Balance per bank		6,955,536.58
Balance per books		6,958,303.72
+/- FSA Monthly Deduction Adjustment	\$	The state of the s

Investments Report	F CONTRACTOR F
Institution	Amount
UBS Financial	\$ 2,322,482.11 \$2,322,482.1
	\$2,322,482.1

Programs   Re   Re   Re   Re   Re   Re   Re   R	Rev Eng 172,771 \$ 278.8 \$ 44. 110,268 \$ 73. 1.390 \$ 4,4 4,350 \$ 34. 48,223 \$ 33.1 48,223 \$ 33.1 112,564 \$ 12,523 \$ 25,1249 \$ 22,747 \$ 22,747 \$ 22,747 \$ 22,747 \$ 32,14 \$ 22,747 \$ 22	76 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	500 500 500 500 500 500 500 500 500 500	Exp 296,180 S 63,453 S 63,453 S 63,735 S 8,689 S 67,147 S 67,147 S 67,147 S 67,148 S 67,149 S 67,149 S 67,149 S 68,149 S 6	Rev 300,301 5 30,321 5 161,656 5 161,656 5 173,201 5 38,069 5 173,201 5 38,059 5 32,194 5 32,194 5 82,323 5 64,391 5 64,	Exp 321.533 32.1533 126.059 2.006 20,770 61.585	Rev  S 644,468 S S 29,427 S S 107,532 S S 22,230 S S 2,230 S S 134,209 S S 116,693 S S 116,693 S S 116,693 S S 116,693 S S 117,077 S S 11,385,692 S S 1,385,692 S	423,606 423,606 40,429 78,437 16,235 12,080 30,329 33,762 40,292 21,996 5,538 26,736 21,496 21,496 26,736 21,496 26,736 21,496	\$ 564.213 \$ 460.761 \$ 32.139 \$ 27.781 \$ 32.239 \$ 27.781 \$ 37.272 \$ 51.916 \$ 37.290 \$ 36.886 \$ 18,780 \$ 24.490 \$ 27.138 \$ 126.483 \$ 154.146 \$ 34.581 \$ 154.146 \$ 34.581 \$ 154.146 \$ 34.581 \$ 27.433 \$ 14.864 \$ 27.423 \$ 14.864 \$ 29.837 \$ 650 \$ 41.100 \$ 26.632 \$ 94.815 \$ 7,188 \$ 139.692 \$ 69.736 \$ 58.422 \$ 40.843 \$ 1,373,632 \$ 959.454	\$ 460,761 \$ 27,781 \$ 27,781 \$ 21,916 \$ 36,986 \$ 24,490 \$ 126,463 \$ 34,581 \$ 34,581 \$ 14,864 \$	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	529 S S S S S S S S S S S S S S S S S S S
Nursing    \$ 386,501					300,810 32,321 161,656 101,656 1,019 38,069 173,201 69,027 3,459 75,085 3,459 3,45		5 V	423,606 40,429 78,437 16,235 112,080 30,329 33,762 40,392 21,906 5,538 26,736 21,240 76,369 57,407	\$ 564,213 \$ 32,139 \$ 72,722 \$ 37,290 \$ 18,780 \$ 27,138 \$ 154,146 \$ 27,423 \$ 27,423 \$ 27,423 \$ 29,837 \$ 41,100 \$ 94,815 \$ 139,692 \$ 88,422 \$ 1,373,632	\$ 460,761 \$ 27,781 \$ 51,916 \$ 36,896 \$ 24,490 \$ 116,463 \$ 34,581 \$ 34,581 \$ 34,581 \$ 36,684 \$ 14,864 \$ 14,864 \$ 26,632 \$ 7,188 \$ 69,736 \$ 40,843		
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### Attachment Item #10

Human Resources

### **Human Resources**

### 2017-2018 Salary Amendment

Instructor	Title	Step	Column	Salary Amount
Name				
Nancy Kasten	On-line English Instructor	5	5	\$54,785.00(Prorated
				amount \$9,772.62)

### 2018-2019 Salary Amendment

Staff Name	Title	Responsibility Factor	Effective
Victoria Bryant Assistant Treasurer		1.15	2018-2019
			School Year



### Attachment Item #12

### Approve 2018-2019 Adult Workforce Student Calendar

# Auburn Vocational School District 2018-2019 Adult Workforce Student Calendar

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### Adult Workforce Department Important Dates to Remember

August 20th ~ Programs Begin

September 3rd ~ Labor Day ~ No School

September 17th ~ Constitution Day

October 12th ~ NEOEA Day ~ No School

November 7th ~ Parent Teacher Conferences ~ No School

November 21st - 23rd ~ Thanksgiving Break ~ No School

December 6th ~ Community Open House ~ No School

December 24th - January 4th ~ Winter Break ~ No School

January 21st ~ MLK Day ~ No School

February 13th ~ High School Interviews ~ No School

February 18th ~ President's Day ~ No School

April 19th – 22<sup>nd</sup> ~ Break ~ No School

May 16<sup>th</sup> ~ High School New Student Orientation ~ No School

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

July 4th ~ Independence Day ~ No School



### Attachment Item #13

## Approve Adult Workforce Tuition Amounts for 2018-2019 School Year

# Adult Workforce Full-Time Programs

Practical Nursing	\$12,015	\$25	\$0	\$400	\$145	\$0	\$130	\$0	\$0	\$0	\$900	\$340	\$161	\$0	\$0	\$0	\$14,116
Fire I/II	\$2,300	\$25	\$0	\$300	\$30	\$0	\$0	\$500	\$0	\$0	\$200	\$0	0\$	\$0	\$0	\$0	\$3,355
Paramedic	\$6,500	\$25	\$0	\$200	\$90	\$200	\$0	\$0	\$0	\$0	\$750	\$0	\$0	\$0	0\$	\$0	\$7,765
Basic	\$1,150	\$25	\$0	\$100	\$90	\$100	\$0	\$0	\$0	\$0	\$250	\$0	\$0	\$0	0\$	\$0	\$1,715
Techology	\$5,800	\$25	\$220	\$500	\$0	\$0	\$800	\$0	\$0	\$0	\$175	\$0	\$0	\$25	\$0	\$0	\$7,545
HVAC-R	\$5,800	\$25	\$220	\$400	\$0	\$0	\$1,000	\$0	\$0	\$0	\$350	\$35	\$0	\$25	\$0	\$0	\$7,855
Welding	\$5,950	\$25	\$220	\$700	0\$	\$0	\$0	\$0	\$260	\$0	\$30	\$495	80	\$25	\$0	\$0	\$7,705
Electrical Training	\$3,520	\$25	\$220	08\$	0\$	0\$	0\$	0\$	\$0	0\$	\$200	0\$	0\$	\$25	\$0	\$150	\$4,220
Machining	\$6,400	\$25	\$220	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$25	\$0	\$0	\$7,620
Maintenance	\$6,200	\$25	\$220	006\$	0\$	\$0	\$0	\$0	\$0	\$0	\$234	\$0	\$0	\$25	\$150	\$0	\$7,754
Maintenance	\$6,250	\$25	\$220	\$550	\$0	\$0	\$0	\$0	\$0	\$0	\$530	\$0	\$0	\$25	\$150	\$150	006'25
	Tuition	Registration Fee	Student Fees*	Supply Fees*	Uniform Shirts*	Electronic Resource Fee	Tools	Bunker Gear Rental	Ulinc	ipadi	Books*	Certificate Testing	ATI	OSHA	Tow Motor Training*	Amatrol Activation Fee*	<b>Total Amount</b>

Prices to take effect for 2018-2019 School Year 7/1/18 \*Adjustments may be made to prices to accommodate increases



### Attachment Item #15

Approve Shared Technology
Services Agreement between the
Madison Local School District
Board of Education & Auburn
Vocational School District Board of
Education

### SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN THE MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION AND AUBURN VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION

This Shared Services Agreement ("Agreement") is entered into between the Madison Local School District Board of Education ("Madison"), 1956 Red Bird Road, Madison, Ohio 44057, and the Auburn Vocational School District Board of Education ("Auburn"), 8221 Auburn Road, Concord, Ohio 44077 (collectively, "Parties").

WHEREAS, Madison is a board of education that provides high quality education to students within its designated territory; and

WHEREAS, Auburn is a vocational board of education that provides high-quality career-technical education to students within its designated territory; and

WHEREAS, the Parties believe that their respective entities could achieve efficiencies and otherwise benefit from sharing certain technology services between them; and

WHEREAS, the Parties desire to formalize the shared delivery of technology services pursuant to this Agreement.

**NOW THEREFORE,** in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. TECHNOLOGY SERVICES AND PERSONNEL

- a. **Technology Services:** Madison shall provide Auburn with sufficient personnel to perform the following technology services ("Technology Services"):
  - (1) Maintain an effective wired and wireless network
  - (2) Troubleshoot and repair classroom and administrative technology
  - (3) Manage deployment of new technology
  - (4) Recommend programs that improve efficiency and use of hardware
  - (5) Establish successful partnerships with high quality vendors with effective cost savings
  - (6) Communicate current status of the network and department to the Superintendent and Treasurer
  - (7) Assist in establishing goals for an effective and efficient long term hardware life cycle management
  - (8) Provide key technology communications with respective A-site
  - (9) Assist with grant proposals as they apply to technology

- (10) Provide operational support through additional staff support as necessary
- (11) Google account/admin console management
- (12) Active Directory account and group policy management
- (13) Website content management system account management
- (14) Phone system account management
- (15) Phone system project management
- (16) Management of network operations center
- (17) Network operations center project management
- (18) Specify technical requirement for Erate projects
- (19) Work with District's Erate consultant to gather information necessary for Erate form 470 and 471 filing.
- (20) Manage Erate project deployments
- (21) Professional development in G Suite Applications from Google
- b. **Employees:** All technology personnel provided by Madison pursuant to this Agreement shall remain Madison employees.
  - (1) Madison shall pay the employees' salary, retirement, health care benefits, Medicare, mileage, professional meeting expenses, membership dues, Worker's Compensation, and other expenses and/or benefits that may be available to the employees.
  - (2) Madison shall evaluate the employees pursuant to applicable statutes and regulations and any applicable policies, guidelines, and collective bargaining agreements.
- c. Facilities and Equipment: During the term of this Agreement, Madison personnel may enter Board facilities and access Auburn equipment in order to perform the Technology Services. However, Madison personnel shall enter Auburn facilities and use Auburn equipment solely for those purposes which are consistent with the Technology Services under this Agreement. Auburn disclaims any warranty, guaranty, or representation with respect to the nature and condition of the facilities and equipment.
- d. Materials and Supplies: Auburn shall provide the software, equipment, systems, materials, and supplies necessary for Madison to perform the Technology Services. Madison shall advise Auburn regarding any additional software, equipment, systems, materials, and supplies that may be necessary for Madison to perform the Technology Services. All software, equipment, and systems purchased by Auburn or utilized by Madison under this Agreement shall remain the property of Auburn.

- e. Access and Use: Auburn shall provide Madison personnel with the necessary access, passwords, and codes to provide the Technology Services.
- f. Cooperation: To the extent Auburn employs technology personnel, such personnel shall cooperate with Madison in order to assist in implementing the Technology Services. However, under no circumstances shall Madison personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise Auburn personnel.

### 2. PAYMENT

During the term of this Agreement, Auburn shall pay Madison \$7,916.67 by the first day of every month for a total of \$95,000.04 per year. Payments tendered by Auburn under this Agreement shall be made payable to the "Madison Local School District" and delivered to the Madison Local School District, Office of the Treasurer, 1956 Red Bird Road, Madison, Ohio 44057.

### 3. TERM

This Agreement shall begin on April 3, 2018, and shall remain in effect, unless one of the Parties terminates the agreement according to Section 4 of the Agreement.

### 4. TERMINATION

- a. **Termination Without Reason:** Either Auburn or Madison may terminate this Agreement, for any reason, by providing written notice of termination 30 days prior to the date of intended termination. Any outstanding balance due on the date of termination shall be made on a pro rata basis.
- b. **Termination For Non-Payment:** Failure to make payment on or before the first of every month shall constitute a breach of this Agreement and, unless waived, will result in the termination of the Agreement unless the breach is cured within five (5) business days of the date of the breach.

### 5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

Madison shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

### 6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act and Ohio law ("Confidential Information"). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

### 7. RELATIONSHIP BETWEEN THE PARTIES

- a. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- b. **Not a Joint Venture:** The Parties, under the authority of R.C. 9.482, intend for this Agreement to establish only a cost-sharing arrangement with regard to the provision of technology services. Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.
- c. Employees: Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.
- d. **Liability:** Each Party is liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.

### 8. NO THIRD PARTY BENEFICIARY

This Agreement is only for the benefit of the Parties as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

### 9. ASSIGNMENT

The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.

### 10. NON-SOLICITATION

During the term of this Agreement, Auburn shall not, without the prior written consent of Madison, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed in the Technology Department of the Madison Local School District.

### 11. NOTICES

a. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Madison:

Madison Local School District

c/o Treasurer

1956 Red Bird Road Madison, Ohio 44057

Auburn:

**Auburn Vocational School District** 

c/o Treasurer 8221 Auburn Road Concord, Ohio 44077

b. **Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

### 12. DISPUTES

Should a dispute arise regarding the terms or services rendered under this Agreement, the Parties agree that they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion.

### 13. WAIVER

The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

### 14. FORCE MAJEURE

No Party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties.

### 15. AMENDMENT

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by representatives for each of the Participating Districts.

### 16. GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Lake County, Ohio.

### 17. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive Agreement between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

### 18. INSURANCE/RESPONSIBILITY

- a. Limitation of Liability: Each Party shall only be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law.
- b. Insurance and Attorney Fees: Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against a Party as a result of the provision of Technology Services under this Agreement, each Party shall each be responsible for its own attorney fees and costs associated with such litigation.
- c. **Immunity:** Nothing contained in this Agreement is intended to nullify, override, or otherwise limit either Party's immunities under Chapter 2744 of the Ohio Revised Code or any other limitations on liability provided under applicable law.
- 19. EXECUTION IN COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

MADISON LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

Ву	
President (In his/her official capacity only)	Date
And by	
And by	Date
And by	
Treasurer (In his/her official capacity only)	Date
* This Agreement has no legal effect absent Board a	action
AUBURN VOCATIONAL SCHOOL DISTRICT E	BOARD OF EDUCATION:
Ву	
President (In his/her official capacity only)	Date

And by	99	
Superintendent (In his/	her official capacity only)	Date
And by Treasurer (In his/her of	ficial capacity only)	Date
* This Agreement has a	no legal effect absent Board act	ion
Ē	R.C. 5705.41 and R.C. 5705.41	2 Certificate
fiscal years the author existing levies, which wavailable to the district revenues necessary to end days set forth in its add of days in succeeding scheduled for the current meet the obligation of lawfully appropriated collection to the credit	rization to levy taxes including when combined with the estimate at the time of certification, enable the Board to maintain all opted school calendars for the offiscal years equal to the number of the fiscal year. We additionally the fiscal year in which the a	· -
Treasurer	Superintendent	Board President
Date	Date	Date
AUBURN VOCATION	NAL SCHOOL DISTRICT BO	ARD OF EDUCATION:
Treasurer	Superintendent	Board President
Date	Date	Date