

# STAFFING AGREEMENT

This Staffing Agreement (hereinafter referred to as “Agreement”) is entered into on this 19<sup>th</sup> day of July by and between the Governing Board of **Shelby St. Mary, Shelby** (hereinafter referred to as “District”) and the Governing Board of the **Mid-Ohio Educational Service Center** (hereinafter referred to as “MOESC”) upon the following terms and conditions.

WHEREAS, the MOESC is an Educational Service Center established pursuant to O.R.C. Chapter 3311.5; and

WHEREAS, pursuant to O.R.C. 3313.17 and 3313.845, the MOESC is legally authorized to contract with The District for various services; and

WHEREAS, The District desires that MOESC provide it with certain staffing services pursuant to the terms and conditions set forth herein; and

WHEREAS, MOESC desires to provide The District with certain staffing services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for mutually acceptable considerations, the parties hereto agree as follows:

1. Services: MOESC shall provide The District with following (hereinafter referred to as “Staffing Services”):

- 2.

<u>Employee</u>	<u>Position</u>	<u>Bill Rate</u>
a. Leslie Newland	OTA	\$61.31 per hour
b. Katelyn Garza	ASP Clerk	\$23.16 per hour

3. Additional Services: Additional staffing services not specified in Section 1 shall be provided by MOESC only upon mutual agreement of the parties through the execution of an addendum to this Agreement.
4. Payment for Services: As consideration for providing the Staffing Services, the District shall reimburse MOESC all employment related services incurred by MOESC for the service including but not limited to salary, retirement, fringe benefits, administrative costs, unemployment, and workers’ compensation. MOESC shall issue invoices to The District on a regular basis, and each invoice shall be paid in full by the District within thirty (30) days of receipt thereof.
5. Term: This Agreement shall be for a term of twelve (12) months, commencing on July 1, 2023, and ending on July 31, 2024.
6. Policies and Procedures: Staff assigned pursuant to this contract shall be expected to follow all policies, rules and procedures of the District and the District shall be responsible for enforcing the same.

7. Assignment of duties: the District shall assign staff to perform all duties and services related to the specific assignment as well as determine the days, hours, means and methods for the performance of such services.
8. Cooperation: Upon either party's request, the other party shall provide, without charge, copies of all information, data, records, and/or reports which the requesting party deems necessary to the provision of the Staffing Services. Appropriate conferences shall also be scheduled at convenient times with essential administration personnel of both parties for the purpose of discussing necessary information.
9. Further the parties acknowledge that the staff are employees of the MOESC which is responsible for the evaluation, non-renewal, discipline, and termination of such staff. However, the District shall cooperate with the MOESC in regard to such matters and coordinate in providing any required notices, evaluations, discipline, non-renewal or termination. Unless otherwise agreed upon in writing prior to the beginning of the school year the District will perform any evaluations required by MOESC or the ORC and follow all related procedures.
10. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).
11. Early Termination: In the event that this Agreement is terminated for any reason, the District shall pay all outstanding compensation owed to MOESC for the Staffing Services provided through the effective date of the termination.
12. Amendment: This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.
13. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other party.
14. Entirety: This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations including its execution or qualifying its terms. Any prior service contract or similar type of agreement between the parties, oral or written, is hereby superseded, and terminated.
15. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Agreement.
16. Notices: Any notice required or permitted herein shall be in writing and deemed given if delivered personally, if sent via certified U.S. mail and or appropriate email.

17. Severability: each article, paragraph, provision, term, and condition of this Agreement and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.
18. Section Heading: The section heading contained in this Agreement is for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
19. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Governing Board of the MOESC

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Superintendent

Governing Board of Shelby St. Mary

By: \_\_\_\_\_  
Board President

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Superintendent