

## SIGNING BONUS TWO YEAR AGREEMENT

This Signing Bonus Agreement (“Agreement”) is entered into this **21st** day of **June 2023** by and between the Mid-Ohio Educational Service Center (“Mid-Ohio”) Governing Board (“Board”) and **Deborah Fraley** (“Employee”) (collectively, the “Parties”).

WHEREAS, Employee has accepted employment by the Board as a **Speech and Language Pathologist** assigned to a school district within the Mid-Ohio ESC service area; and

WHEREAS, the Board seeks to employ qualified individuals in difficult to fill specialty fields of need; and

WHEREAS, Employee has applied for and been offered a position as a **Speech and Language Pathologist**, a specialty field of need identified by the Superintendent; and

WHEREAS, in consideration of the Employee accepting employment with the Board, and with the agreement of providing Mid-Ohio with no less than **Two-Years** of service, the Employee is eligible for a one-time signing bonus, for a total of **Ten Thousand Dollars** to be paid in two installments of **\$5,000.00**;

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

### **1.0 Signing Bonus Paid To Employee.**

- 1.1 The Board shall pay Employee **Five Thousand Dollars (\$5,000.00)** upon the Board acting to offer the Employee a contract, the Employee signing and returning the contract, the approval of this Signing Bonus Agreement, and the Employee’s completion of the Mid-Ohio new employee orientation (“First Bonus Payment”). This will be no later than the first pay of employee’s initial school year contract.
- 1.2 The Board shall pay Employee **Five Thousand Dollars (\$5,000.00)** upon Employee’s completion of their first contract year through Mid-Ohio (“Second Bonus Payment”). This will be no later than the last pay of the employee’s initial school year contract.
- 1.3 The First Bonus Payment and Second Bonus Payment, are hereinafter referred to as the “Signing Bonus Payments.”
- 1.4 Employee acknowledges and agrees, that the Signing Bonus Payments are a one-time bonus, made in consideration for accepting employment with the Board, and are not considered part of Employee’s compensation, or benefits package for the purpose of calculating Employee’s future compensation and benefits.
- 1.5 IRS regulations require this payment be made through payroll, subject to tax withholdings and excluding STRS/SERS contributions.

**2.0     Forfeiture and Repayment.**

- 2.1     If an Employee resigns their employment with the Board, or their employment is otherwise terminated, within their first two years of contracted employment with the Board, the Employee shall forfeit, and repay to the Board, 50% of the signing bonus, and further forfeit any right to receive any further Bonus Payment.
- 2.2     Employee shall repay the forfeited First Bonus Payment to the Treasurer, by personal check, within fourteen (14) days of the termination of Employee's employment with the Board.

**3.0     Other Provisions.**

- 3.1     Mid-Ohio will determine the Employee's assignment within the Mid-Ohio service area upon the Superintendent's sole discretion. The Employee agrees to accept such assignment as a condition of receipt of the Signing Bonus Payments.
- 3.2     This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.
- 3.3     This Agreement shall be governed, construed, and interpreted by, through, and under the laws of the State of Ohio. If any portion of this Agreement is deemed illegal due to conflict with State or Federal law, the remainder of the Agreement shall remain in full force and effect.
- 3.4     By entering this Agreement, the Parties agree that they have reviewed it, they have consulted with legal counsel of their choice regarding its terms, they fully understand and voluntarily accept its terms, and that neither party will be deemed the drafter of this Agreement for purposes of interpreting any ambiguity within it. The Parties further agree that this Agreement embodies the entire agreement between the Parties with respect to the Signing Bonus Payments, and it supersedes all prior negotiations, discussions, agreements, arrangements, and understandings, written or oral, relating to the Signing Bonus Payments. This Agreement may not be modified or altered in any way except in a writing executed by both Parties.

WHEREFORE, the parties have entered into this Agreement on the date set forth above.

MID-OHIO EDUCATIONAL SERVICE  
CENTER GOVERNING BOARD

EMPLOYEE

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

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

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