

CRESTLINE EXEMPTED VILLAGE SCHOOL DISTRICT AND MID-OHIO EDUCATIONAL SERVICE CENTER JOINT EMPLOYMENT AGREEMENT

This Joint Employment Agreement (hereinafter referred to as “Agreement”) is entered into by and between the Board of Education of the Crestline Exempted Village School District (hereinafter referred to as “Crestline”), the Governing Board of the Mid-Ohio Educational Service Center (hereinafter referred to as “MOESC”), and Brenda Miller (hereinafter referred to as “Ms. Miller”). Crestline, MOESC, and Ms. Miller may be hereinafter individually referred to as “Party” and collectively referred to as “Parties.”

WHEREAS, Ms. Miller is currently employed by MOESC as its Treasurer pursuant to her employment; and

WHEREAS, Crestline desires to temporarily employ Ms. Miller as its Interim Treasurer pursuant to R.C. 3313.22; and

WHEREAS, R.C. 3313.222 authorizes the boards of two or more school districts and educational service centers to enter into an agreement whereby they jointly employ an individual to simultaneously act as their treasurer; and

WHEREAS, in accordance with R.C. 3313.222, MOESC and Crestline desire to jointly employ Ms. Miller as MOESC’s Treasurer and as Crestline’s Interim Treasurer pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for mutually acceptable consideration, the Parties hereby agree as follows:

1. Joint Employment: In accordance with R.C. 3313.222, MOESC and Crestline shall jointly employ Ms. Miller, and Ms. Miller shall accept joint employment with MOESC and Crestline, as MOESC’s Treasurer and Crestline’s Interim Treasurer pursuant to the terms and conditions set forth in this Agreement.
2. Employment as MOESC’s Treasurer: The terms and conditions governing Ms. Miller’s employment as MOESC’s Treasurer are exclusively set forth in the MOESC Employment Contract, which are hereby incorporated in this Agreement by reference as if fully restated herein. It is expressly acknowledged, understood, and agreed by the Parties that the MOESC Employment Contract shall survive the termination of this Agreement and shall continue in full force and effect for the remainder of its term.

3. Employment as Crestline's Interim Treasurer: The terms and conditions governing Ms. Miller's employment as Crestline's Interim Treasurer are as follows:
 - a. Job Duties: Ms. Miller shall perform the duties specified by the laws of the State of Ohio and as set forth in the policies and job description. Such laws, policies, and job description are hereby incorporated in this Agreement by reference as if fully restated herein. Ms. Miller shall devote such time and energies as are necessary to perform the duties and responsibilities of the Interim Treasurer position, and it is expressly understood and agreed that such duties and responsibilities require a commitment by Ms. Miller during days and hours other than normal business days and hours.
 - b. Compensation: As compensation for serving as Crestline's Interim Treasurer and for performing the duties of such position, MOESC shall invoice Crestline a per diem rate of \$1.00.
 - c. Fringe Benefits: Ms. Miller shall not be entitled to any additional fringe benefits from MOESC or Crestline for serving as Crestline's Interim Treasurer and for performing the duties of such position, including but not limited to health insurance, life insurance, expense reimbursements, paid holidays, paid vacation, paid sick leave, and paid personal leave.
 - d. Professional Certification/Licensure: Ms. Miller shall maintain throughout the term of this Agreement all necessary certifications and licenses to act as Crestline's Interim Treasurer and perform the duties of such position in accordance with the laws of the State of Ohio.
 - e. Compliance with Laws and Policies: Ms. Miller shall comply with all applicable state and federal laws pertaining to her employment as Crestline's Interim Treasurer and her performance of the duties of such position. Ms. Miller shall also comply with all applicable Crestline policies, rules, and regulations pertaining to her employment as Crestline's Interim Treasurer and her performance of the duties of such position.
 - f. Criminal Background Check: Prior to performing her duties as Crestline's Interim Treasurer, Ms. Miller shall possess both a current Ohio BCI and a federal FBI criminal background check.
4. Term: The term of this Agreement shall commence on December 28, 2024, and shall terminate on January 1, 2025 without any further actions being taken by the Parties.
5. Indemnification: To the extent permitted by law, Crestline shall indemnify, defend, and hold harmless MOESC and its Governing Board members, employees, and agents from any and all claims, demands, losses, causes of action, damages, lawsuits, and judgments, including attorneys' fees and costs, arising out of or relating to Ms. Miller's employment as Crestline's Interim Treasurer.
6. Assignment: No Party may assign this Agreement without the prior written consent of the other Parties.

7. 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 all of the Parties.
8. Entirety: This Agreement contains the entire agreement between the Parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Except for the MOESC Employment Contract, any prior employment contract or similar type of agreement between the Parties, oral or written, is hereby superseded and terminated.
9. Binding Nature of Contract: This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, administrators, representatives, executors, successors, and assigns.
10. Governing Law: The laws of the State of Ohio shall govern the validity, performance, and enforcement of this Agreement.
11. Savings Clause: If any portion of this Agreement is deemed illegal due to a conflict with state or federal law, the remainder of the Agreement shall remain in full force and effect.
12. Section Headings: The section headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
13. Execution in Counterparts: This Agreement may be executed in one or more separate counterparts, including facsimile or email copies, but all such counterparts shall be considered a single agreement with the same effect as if all of the Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via electronic means.

IN WITNESS WHEREOF, in consideration of the foregoing terms, the Parties, intending to be legally bound hereby, apply their signatures voluntarily and with full understanding of the terms of this Agreement, with the intent that this Agreement will be effective upon the approval and signatures of all of the Parties.

**Governing Board of the Mid-Ohio
Educational Service Center:**

By: _____
Signature

Date: _____

Name

Title

**Board of Education of the Crestline
Exempted Village School District:**

By: _____
Signature

Date: _____

Name

Title

Brenda Miller:

Signature

Date: _____