

AGREEMENT FOR SHARED SERVICES

THIS AGREEMENT, made and entered into this 24th day of January, 2012, by and among the VANDALIA-BUTLER CITY SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO (hereinafter, "Vandalia-Butler"), and the VALLEY VIEW LOCAL SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO (hereinafter, "Valley View").

WHEREAS, pursuant to Ohio Revised Code § 9.482, Vandalia-Butler is permitted to contract with Valley View to render services that Valley View is legally authorized to perform; and

WHEREAS, Valley View desires that Vandalia-Butler provide Treasurer Services, and Vandalia-Butler desires to provide Treasurer Services to Valley View.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Article I – Definitions

- A. "Treasurer Services" shall mean any and all services performed by a treasurer of a school district in the state of Ohio, as expressly or impliedly defined under the Ohio Revised Code. These services include, but are not limited to:
 - 1. The Treasurer will perform the duties of the Chief Fiscal Officer of the school district, who is responsible for the financial affairs of the district.
 - 2. The Treasurer will direct and assign employees directly engaged in the day-to-day fiscal operations of the district.
- B. "Treasurer Services Team" shall mean Vandalia-Butler's treasurer, assistant treasurer(s), financial project manager(s), payroll clerks, and any other personnel employed by Vandalia-Butler to provide Treasurer Services.
- C. "Treasurer" shall mean the treasurer of Vandalia-Butler, currently Dan Schall. The Treasurer is a member of the Treasurer Services Team.
- D. "Bond" shall mean the bond required to be executed by the treasurer of a board of education pursuant to Ohio Revised Code § 3313.25.

Article II – Rendering of Treasurer Services

- A. Vandalia-Butler agrees to render Treasurer Services for Valley View.
- B. In rendering Treasurer Services, Vandalia-Butler will furnish the services of the Treasurer Services Team, which shall devote such time, skill, labor and attention as are necessary to appropriately perform the Treasurer Services to be rendered pursuant to this Agreement.

- C. In exchange for the rendering of Treasurer Services by Vandalia-Butler, Valley View agrees to pay Vandalia-Butler \$23,750 per month. (ALL Treasurer staffing and Services Included)

Article III – Personnel

- A. The members of the Treasurer Services Team shall remain employees of Vandalia-Butler at all times.
- B. The members of the Treasurer Services Team, as independent contractors of Valley View, shall perform Treasurer Services at the direction of Valley View, but the Treasurer Services Team shall determine the method of rendering Treasurer Services. The Treasurer Services Team shall only have the authority to perform Treasurer Services, but shall have no other authority to bind Valley View.
- C. The Treasurer shall maintain and furnish Valley View with evidence of his maintaining, throughout the life of this Agreement, a valid and appropriate certificate to act as Treasurer of Schools of this district in accordance with the laws of the State of Ohio.
- D. The Treasurer Services Team shall abide by all laws, policies, rules and regulations adopted by the Valley View Board of Education for the governance of Valley View Local Schools.
- E. To the extent that Valley View continues to employ employees who currently provide or assist with the provision of Treasurer Services or are subordinate to the office of treasurer, these employees shall take direction from the Treasurer or his designee. Any such employee, from time to time, may be directed to assist in providing Treasurer Services to other school districts.

Article IV – Use of Vandalia-Butler Property

- A. From time to time, in rendering Treasurer Services under this Agreement, members of the Treasurer Services Team may make incidental use of property owned by Vandalia-Butler. In consideration of this incidental use of property, Valley View agrees to pay Vandalia-Butler an annual licensing fee of \$1,000.
- B. Valley View agrees that if, at any time during the term of this Agreement, the use of Vandalia-Butler property in rendering Treasurer Services to Valley View exceeds incidental use, the parties will meet to negotiate the payment to be made for the excess use.
- C. Under no circumstances will the use of Vandalia-Butler property under this Agreement interfere with Vandalia-Butler's use of such property for school purposes. If any such property is needed for school purposes by Vandalia-Butler

during the term of this Agreement, Vandalia-Butler will not make the property available for use under this Agreement.

Article V – Mutual Covenants Not to Sue, Liability and Bond

- A. Valley View, its Board members, officers, employees, and agents, in consideration of the promises contained in this Agreement, covenants and agrees to forever refrain from instituting, prosecuting, maintaining, or assisting with any claims, lawsuits, proceedings, demands, damages, actions, causes of action, debts, costs, loss of services, expenses, compensation, liabilities or controversies of any kind whatsoever, whether known or unanticipated at this time, against Vandalia-Butler, its Board members, officers, employees, or agents, excluding the Treasurer, which arise out of the rendering of Treasurer Services to Valley View.
- B. Vandalia-Butler, its Board members, officers, employees, and agents, in consideration of the promises contained in this Agreement, covenants and agrees to forever refrain from instituting, prosecuting, maintaining, or assisting with any claims, lawsuits, proceedings, demands, damages, actions, causes of action, debts, costs, loss of services, expenses, compensation, liabilities or controversies of any kind whatsoever, whether known or unanticipated at this time, against Valley View, its Board members, officers, employees, or agents, which arise out of the from the rendering of Treasurer Services to Valley View, except for a violation of this Agreement.
- C. Vandalia-Butler agrees that as permitted by Ohio law it shall purchase liability insurance for the Treasurer Services Team and shall defend, hold harmless and indemnify the members of the Treasurer Services Team from any and all demands, claims, suits, actions and legal proceedings brought against the members of the Treasurer Services Team in their individual capacities or official capacities as agents of Valley View, provided the incident arose while the members of the Treasurer Services Team was acting within the scope of their agency. In no case will individual Vandalia-Butler Board of Education members be considered personally liable for indemnifying the members of the Treasurer Services Team against such demands, claims, suits, actions or legal proceedings.
- D. During the term of this Agreement, the Treasurer will provide a Bond in the face amount of \$100,000 per year, and Valley View shall pay the premium for said Bond.

Article VI – Duration

- A. The term of this Agreement shall be for 1 year, which shall automatically renew following the initial 1-year term.
- B. If either party desires to terminate this Agreement at any time, it must provide written notice to the other party stating its desire to terminate the Agreement no later than 60 days before the termination date. Either party may terminate this Agreement

immediately upon written notice to the other party in the case of a material breach of any of the terms of this Agreement that remains uncured 15 days after written notice of said breach is provided to the breaching party.

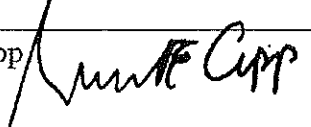
Article VII – Miscellaneous

- A. This Agreement constitutes the complete and exclusive statement of the agreement between Vandalia-Butler and Valley View as to the subject matter hereof, and this Agreement supersedes and renders void and inoperable all prior or contemporaneous proposals, agreements or other communications, written or oral, between the parties regarding such subject matter.
- B. Except as may otherwise be permitted herein, this Agreement may only be modified by an agreement, in writing, signed by each of the parties.
- C. If any provisions of this Agreement are declared by a court to be invalid under any applicable statute or rule of law, such provisions are, to that extent, deemed omitted, but the remainder of this Agreement shall continue to be binding upon the parties hereto.
- D. Failure of either party to exercise its rights under this Agreement shall not be construed as a waiver of that party's rights, including without limitation the right to seek remedies arising from past, present or future breach by the other party.
- E. The headings and captions in this Agreement are for convenience purposes only, and shall not be used to construe the terms of this Agreement.
- F. Neither this Agreement nor any rights or obligations under this Agreement may be assigned or otherwise transferred by either party. Any assignment of rights or delegation of duties shall render this Agreement null and void.

IN WITNESS WHEREOF, Vandalia-Butler and Valley View, through duly authorized agents, have affixed their signatures below.

VANDALIA-BUTLER CITY SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO

By: _____
Robert Cupp
President



VALLEY VIEW LOCAL SCHOOL DISTRICT, MONTGOMERY COUNTY, OHIO

By: _____
Jesse Reed
President

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