

## **SHARED SERVICES AGREEMENT – SWIMMING COACH**

This Shared Services Agreement (“Agreement”) is made this 12<sup>th</sup> day of September, 2022, by and between the Board of Education of the Bucyrus City School District, Crawford County, Ohio (“Bucyrus”) and the Board of Education of the Wynford Local School District, Crawford County, Ohio (“Wynford”).

**WHEREAS**, both Bucyrus and Wynford desire to maintain high school swimming programs as an extracurricular activity in which eligible students may participate; and

**WHEREAS**, both Bucyrus and Wynford require the services of a swimming coach to direct and supervise such program (the “Shared Swimming Coach”); and

**WHEREAS**, Bucyrus and Wynford further wish to jointly share the expense of transporting their swim team members to swim meets, and believe that such transportation can be more efficiently and economically provided to their respective school districts through this Agreement.

**NOW, THEREFORE**, it is mutually agreed by the parties to this Agreement as follows:

1. The term of this Agreement shall commence on November 1, 2022, and shall expire on April 1, 2023.
2. Bucyrus and Wynford do hereby agree to jointly utilize the services of the Shared Swimming Coach to provide for the coaching, direction, and supervision of the high school swimming programs separately maintained by Bucyrus and Wynford, in accordance with all applicable laws, rules, regulations, and Board Policies, and job descriptions pertaining to the functions, responsibilities, powers, and authority of the Shared Swimming Coach for each school district.
3. As a condition of employment, the Shared Swimming Coach shall hold a valid pupil activity permit issued under R.C. 3319.303 at all times during the term of this Agreement.
4. Bucyrus and Wynford shall work cooperatively together so that swimming practices, meets, and other activities requiring the presence of the Shared Swimming Coach for each school district do not conflict. All practices and meets for the schools shall be held at the Bucyrus YMCA: 1655 E. Southern Ave., Bucyrus, OH 44820. Wynford shall enter into an agreement with the Bucyrus YMCA for the rental of its swimming facilities for practices and meets for both school districts.
5. Wynford shall provide school bus transportation to and from certain meets for all students participating in the swimming programs at Bucyrus and Wynford. The transportation schedule, as well as pick-up and drop-off locations for such transportation, shall be mutually agreed upon in writing by the Superintendents of Bucyrus and Wynford. Bucyrus shall reimburse Wynford for providing Bucyrus’s students with such transportation by paying Wynford one-half (1/2) of the total cost of supplying the transportation, which shall be calculated based upon the total hourly compensation earned by the Wynford bus driver(s) supplying the transportation plus the total mileage accrued at the then-current I.R.S. rate. Wynford shall provide Bucyrus documentation of all such

costs incurred pursuant to this Agreement within 30 days of the final meet for which transportation was provided, and Bucyrus shall reimburse Wynford, in full, within 30 days of its receipt of same.

6. It shall be the responsibility of Wynford, with input from Bucyrus, to evaluate the Shared Swimming Coach in accordance with its adopted evaluation procedures and/or applicable collective bargaining agreement. If either party elects to terminate this Agreement, such termination shall not preclude either party from employing the former Shared Swimming Coach on an individual basis.
7. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter. This Agreement shall not be modified, except by a writing signed by each of the parties hereto.
8. This Agreement shall, in all respects, be governed by and construed under the laws, rules, and regulations of the State of Ohio.
9. If any term or condition of this Agreement, or any application of this Agreement is determined by a court of law to be contrary to the laws, rules, or regulations of the State of Ohio, the Ohio Department of Education, the Ohio High School Athletic Association, or of the United States, such term or condition, or its application, shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect.
10. Bucyrus and Wynford each shall maintain a copy of this Agreement on file at their respective administrative offices, which shall be open to the public for inspection.
11. This Agreement has been approved by each board of education at a duly convened meeting, and each board president has been authorized by their respective boards of education to execute it.

IN WITNESS WHEREOF, Bucyrus and Wynford, by their respective board presidents and superintendents, and the Shared Swimming Coach, individually, have set their hands hereto this 12<sup>th</sup> day of September, 2022.

**BUCYRUS CITY  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

Board President	Date
	
Superintendent	Date

**WYNFORD LOCAL  
SCHOOL DISTRICT  
BOARD OF EDUCATION**

Board President	Date
	
Superintendent	Date
	<u>9/12/22</u>