

**AGREEMENT FOR SHARED FOOD SERVICE DIRECTOR SERVICES BETWEEN  
THE BUCKEYE LOCAL SCHOOL DISTRICT AND  
THE JEFFERSON AREA LOCAL SCHOOL DISTRICT**

This Limited Agreement (“Agreement”) is entered into this 15th day of August, 2023 by and between the Buckeye Local School District Board of Education (“Buckeye”), at 3436 Edgewood Drive, Ashtabula, Ohio 44004, and the Jefferson Area Local School District Board of Education (“Jefferson”), at 121 S. Poplar St, Jefferson, OH 44047, collectively referred to herein as the “Participating Districts.”

RECITALS

**WHEREAS**, the Participating Districts are required by law to provide food services to their respective students; and

**WHEREAS**, the Participating Districts agree that the sharing of food service director services between them will eliminate duplication of effort, increase efficiency, and prudently utilize financial assets in the best interest of students, staff and taxpayers; and

**WHEREAS**, the Participating Districts desire to formalize the shared delivery of food service director services pursuant to this Agreement.

**NOW THEREFORE**, the Participating Districts agree as follows:

**1. Food Service Director**

(a) Subject to division (e) of this Section, Jefferson agrees to hire Lisa Loomis (“the food service director”), to perform shared food service director services for the Participating Districts as outlined in Addendum A attached hereto and any other related services that may be necessary from time to time. Ms. Loomis will be entitled to receive compensation and benefits as provided in Addendum B.

(b) In addition to Ms. Loomis’ compensation package, the Participating Districts agree to reimburse Ms. Loomis for mileage for miles driven between Buckeye and Jefferson, at the then-current approved IRS mileage reimbursement rate.

(c) Buckeye’s Superintendent will supervise and evaluate the Food Service Director on Buckeye matters, will provide direction to the Food Service Director regarding any desired initiatives or services to be performed for Buckeye, and will respond to personnel recommendations made by the Food Service Director.

(d) Jefferson’s Superintendent will supervise and evaluate the Food Service Director on Jefferson matters, will provide direction to the Food Service Director regarding any desired initiatives or services to be performed for Jefferson, and will respond to personnel recommendations made by the Food Service Director.

(e) All supplies and materials provided to the Food Service Director will remain the property of Buckeye and Jefferson respectively.

(f) Buckeye shall not assign any individual other than Lisa Loomis to provide the food service director services without the written consent of Jefferson's Superintendent (or his/her designee). It is expressly understood and agreed by the Participating Districts that the Food Service Director may elect to terminate her employment with Jefferson. Should the Food Service Director terminate her employment with Jefferson, Buckeye understands that it will be consulted in the designation of a new Food Service Director. Buckeye shall provide prompt notice of such termination to Jefferson and without delay appoint, at the approval of Jefferson's Superintendent, a new Food Service Director to perform the services under this Agreement. Additionally, if the Food Service Director is unavailable to work under this Agreement for a period of more than three (3) consecutive weeks for reasons other than a scheduled vacation, Buckeye shall notify Jefferson of a temporary or new Food Service Director as necessary.

## **2. Payment**

The Food Service Director shall be employed and paid by Buckeye. Buckeye shall be compensated for providing the Food Service Director for shared food services as follows:

(a) During the term of this Agreement, Jefferson shall pay Buckeye for services provided by the Food Service Director. Liability of payment of salary and benefits will be distributed as follows: 50% Buckeye, 50% Jefferson. See Addendum B. Buckeye will provide quarterly invoices to Jefferson for payment. Upon receipt, Jefferson will pay said invoices within ten (10) business days.

(b) Buckeye will be reimbursed for half of the amount it paid to the Food Service Director for reimbursement for mileage as provided above in Section 1(b) from Jefferson. Buckeye will provide travel invoices to Jefferson periodically, and Jefferson agrees to pay Buckeye within ten (10) business days upon receipt of said invoices.

(c) Payments made by Jefferson under this Agreement shall be made payable to the "Buckeye Local School District" and delivered to the Buckeye Local School District, Office of the Treasurer, at 3436 Edgewood Drive, Ashtabula, Ohio 44004.

(d) Failure to make payment as outlined in the Agreement shall constitute a breach which shall result in the termination of the Agreement with the breaching party unless such breach is cured within thirty (30) calendar days from the date of the breach.

### **3. Term of Agreement**

Services provided under this Agreement shall commence on August 1, 2023 and shall end on July 31, 2026. A revised ADDENDUM B will be provided no later than July 1, 2024 for the 2024-2025 contract year and July 1, 2025 for the 2025-2026 contract year. This Agreement shall automatically terminate on July 31, 2026 unless the parties agree no less than thirty (30) calendar days prior to its expiration to extend the Agreement upon mutually agreeable terms.

### **4. Termination**

At any time and without cause, a Participating District may terminate this Agreement by providing no less than thirty (30) calendar days written notice to the other Participating District at the end of the year. The Participating Districts agree to cooperate with each other during the thirty (30) day period prior to termination. Upon termination, the parties will be returned to the status that existed prior to the commencement of this Agreement and Buckeye will have no further obligation to provide the Food Service Director to Jefferson.

### **5. Indemnification**

(a) When the Food Service Director is providing services to Jefferson, Jefferson is responsible for the costs of defense and any liability arising out of the Food Service Director's services provided to Jefferson to the extent required and permitted by applicable law. In the event of a dispute as to whether applicable law requires Jefferson to provide indemnity and a defense to the Food Service Director based on her service to Jefferson, such dispute shall be resolved between Jefferson and the Food Service Director and Jefferson shall indemnify and defend Buckeye from and against any obligation to defend and indemnify the Food Service Director that may otherwise be required of Buckeye as the employer of the Food Service Director or by virtue of this Agreement.

(b) Other than expressly provided for in Sections 5(a) of this Agreement, no Participating District shall be responsible for the acts or omissions of the other Participating District's officers or employees, nor shall any Participating District incur any liability arising out of the services of any other Participating District's officers or employees.

### **6. Not a Joint Venture**

The Participating Districts, under the authority of O.R.C. 9.482, intend by this Agreement to establish only a cost-sharing arrangement of the Participating Districts with regard to the provision of Food Service director services and do not intend to create a partnership, joint venture, or joint partnership of any kind. Jefferson expressly acknowledges that the Food Service Director is a Buckeye employee for the time period covered by this Agreement.

**7. No Third Party Beneficiary**

This Agreement is only for the benefit of the Participating Districts as political subdivisions and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

**8. Notices**

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

Jefferson: John Montanaro, Superintendent  
121 S. Poplar St.  
Jefferson, OH 44047

Buckeye: Patrick Colucci, Superintendent  
3436 Edgewood Drive  
Ashtabula, Ohio 44004

**9. Waiver**

No failure on the part of any Participating District to exercise any right or remedy hereunder shall operate as a waiver of any right or remedy that any Participating District may have hereunder, nor does waiver of a breach of default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

**10. Amendment**

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by representatives for the Participating Districts.

**11. Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Venue for any action regarding this Agreement shall be the Court of Common Pleas located in Ashtabula County, Ohio.

**12. Entire Agreement**

This Agreement constitutes the complete and exclusive Agreement between the Participating Districts. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating District to be bound, shall be binding on any other Participating District.

**IN WITNESS WHEREOF**, the Participating Districts have executed this Agreement.

Buckeye Local School District  
Board of Education

Jefferson Area Local School District  
Board of Education

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

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

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

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

**JOB DESCRIPTION**

**TITLE: FOOD SERVICE DIRECTOR**

POSITION OVERVIEW:

To work cooperatively and efficiently with the Jefferson Area Local School District and the Buckeye Local School District administration, building principals, athletic director, and parents to provide efficient and safe food service so students will gain the fullest possible advantage from the districts' curriculum and extracurricular programs.

OTHER:

The Food Service Director will assume the duties outlined in the Job Descriptions for Food Service Director/Supervisor for Jefferson Area Local School District and Buckeye Local School District.

GENERAL RESPONSIBILITIES:

- The Food Service Director will oversee the operation of Jefferson Area Local School District and Buckeye Local School District's food service needs from alternating locations, as necessary, to assure full coverage in both districts.
- The Food Service Director must observe the food service policies rules, and regulations of Jefferson Area Local School District and Buckeye Local School District.

EVALUATOR:

The Food Service Director will be evaluated according to respective district policies by the Buckeye and Jefferson Superintendents.

**ADDENDUM B**

**COST OF SHARED SERVICE BY DISTRICT  
2023-2024 School Year**

Salary *	\$	48,632.15
Board SERS	\$	6,808.50
SERS Pickup 7%	\$	3,404.25
Board Medicare	\$	705.17
Board Medicare Pickup 1.45%	\$	705.17
Board BWC*	\$	243.16
Health insurance, net of employee contributions*	\$	7,907.28
Life insurance, net of employee contributions*	\$	56.64
Total compensation package	\$	68,462.32
	Buckeye	Jefferson
Expense sharing percentage	50.0%	50.0%
Total per district	\$ 34,231.16	\$ 34,231.16

\* Amounts may be adjusted annually, to correspond to actual responsibility.