CONTRACT FOR SERVICES
SUPERVISED BY LOCAL EDUCATION AGENCY

This **AGREEMENT** is entered into this _____ day of _____ **2015**, between **Norton City School District,** Summit County, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit County Educational Service Center Governing Board,** Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for the duration indicated (hereinafter referred to as "the Service'):

    Provide the following services during the 2015-2016 school year, at the cost of

    salary and benefits, plus any other costs incurred in the employment of the

    individuals: Masonry Assistant, One on One Attendant(s)

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider"). The salary or wage rate to be paid the Service Provider by the ESC Board shall be agreed upon between the LEA and the ESC Board, and the LEA shall reimburse the ESC Board for said compensation by the end of the term indicated above in paragraph 1.

3. In accordance with its policies, the ESC Board shall determine, and provide to the Service Provider, the fringe benefits for which the Service Provider qualifies.

4. The LEA shall promptly reimburse the ESC Board for all staff costs for fringe benefits and unemployment compensation incurred by the ESC Board in connection with the provision of the Service Provider to the LEA. The LEA shall pay a fiscal fee of three percent (3%) of the ESC's cost to provide said service(s).

5. The ESC Board shall reimburse the Service Provider at the then-current IRS rate for mileage expenses of regular travel incurred while providing the Service to the LEA, in accordance with ESC policy and as approved by the Superintendent; and the LEA shall reimburse the ESC Board for said mileage reimbursement.

6. The ESC Board shall assign the Service Provider exclusively to the LEA during the term specified in paragraph 1, above.

7. The LEA shall provide all supplies, materials, equipment, clerical support, staff development and workspace for the Service Provider. The need for such items shall be determined by the LEA.

8. The LEA shall pay any legal expenses incurred by either party as a result of the arrangement envisioned by this Agreement, including but not limited to claims or causes of action asserted by: 1) the Service Provider, for instance in connection with his/her employment, 2) a parent, for instance in connection with the adequacy of services provided to his/her child; and/or 3) another individual or entity that is not a party to this Agreement. However, the LEA shall pay only its own legal expenses when such legal expenses are the result of a claim or cause of action asserted by the LEA against the ESC Board or by the ESC Board against the LEA.

9. The LEA shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.11 Ohio Revised Code and the policies of the ESC.

10. The LEA shall determine the work schedule and work rules of the Service Provider.

11. The Service Provider shall follow the ESC Board policies concerning wage and benefits.

12. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.

13. The Service Provider shall follow the LEA's policies with respect to calamity days.

14. The Service Provider shall report times worked in the manner prescribed by the LEA and the ESC Board and complete the necessary ESC Board leave forms when necessary.

NORTON CITY SCHOOL DISTRICT

By: _____
Title _____
Date: _____

By: _____
Title _____
Date: _____

SUMMIT COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD

By: _____
Title: President of Governing Board
Date: _____

By: _____
Title: Treasurer of Governing Board
Date _____