

**SUMMIT EDUCATIONAL SERVICE CENTER CONTRACT FOR SERVICES
SUPERVISED BY LOCAL EDUCATION AGENCY**

This **AGREEMENT** is entered into this 15th day of April, 2024, between **Norton City School District**, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**, (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 employment services during the 2024-2025 school year, at the cost of salary and benefits, plus any other costs incurred in the employment of the individual(s) to upon written request of the District Superintendent or designee.

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 to 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. The ESC Board shall provide the Service Provider any and all fringe benefits including, but not limited to, vacation leave, vacation credit, vacation credit compensation, sick leave, severance, paid holiday leave, personal leave, and any other fringe benefit provided by the ESC Board for which the Service Provider qualifies under ESC Board policies as may be amended from time to time, ESC Board administrative guidelines as may be amended from time to time, any and all applicable ESC Board job description(s) as may be amended from time to time, any and all employment contracts as may be amended from time to time, and any and all applicable state and federal laws.
4. The LEA shall promptly reimburse the ESC Board for any and all fringe benefits including, but not limited to, vacation leave, vacation credit, vacation leave credit, sick leave, paid holiday leave, personal leave, severance, unemployment compensation and any other fringe benefit provided by the ESC Board – paid by the ESC Board to the Service Provider or incurred by the ESC Board in connection with the provision of the Service. The LEA shall pay a fiscal fee of **5%** 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.

Plan B

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 wages and benefits.
12. The LEA and the Service Provider comply with the requirements of 45 CFR 164.504€ (1) for safeguarding and limiting access to information concerning beneficiaries; Representatives of the U.S. Department of Human Services, Ohio Department of Medicaid, Ohio Department of Education or their respective designee access to the subcontractor’s books, documents, and records; The LEA and the Service Provider acknowledge from the contracted party that they or their principles are not suspended or debarred per 45CFR 75.213;
13. The Service Provider shall follow the work rules established by the LEA, including but not limited to, reporting procedures and working conditions.
14. The Service Provider shall follow the LEA’s policies with respect to calamity days.
15. 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. Any need for a substitute is the responsibility of the LEA.
16. The Service Provider agrees that if the federal, state and local contracts under which the Summit Educational Service Center operates do not receive funding, the ESC Board shall be entitled to be released from the obligations of this contract upon written notice to the LEA. Said notice shall be in writing and sent by certified mail, return receipt requested.

NORTON CITY SCHOOL DISTRICT

SUMMIT EDUCATIONAL SERVICE CENTER

Superintendent Signature

Board of Governors President’s Signature

District Superintendent

Michael Chadsey
President, Board of Governors

Treasurer Signature

Treasurer Signature

District Treasurer

Laurel Young
Treasurer, Summit Educational Service Center