



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
LEA AGREEMENT**

Contract Number: 044552-LEA-2223

This AGREEMENT is entered into this 07/01/2022 between Norton City Schools, Norton, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and Metropolitan Regional Service Council (MRSC), Cuyahoga Falls, Ohio (hereinafter referred to as "MRSC").

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

Provide employment services from 07/01/2022 – 06/30/2023, 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 LEA.

2. MRSC 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 MRSC shall be agreed upon between the LEA and MRSC, and the LEA shall reimburse MRSC for said compensation by the end of the term indicated above in paragraph 1.
3. MRSC shall provide the Service Provider any and all fringe benefits – including, but not limited to, vacation leave, sick leave, severance, paid holiday leave, cell phone, and any other fringe benefit provided by MRSC – for which the Service Provider qualifies under MRSC policies as may be amended from time to time, MRSC administrative guidelines as may be amended from time to time, any and all applicable MRSC 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 MRSC for any and all fringe benefits – including, but not limited to, vacation leave, sick leave, paid holiday leave, severance, unemployment compensation, and any other fringe benefit provided by MRSC – paid by MRSC to the Service Provider or incurred by MRSC in connection with the provision of the Service. The LEA shall pay a fiscal fee of 5% of the MRSC's cost to provide said service(s). The LEA costs are estimated in Schedule A of this agreement but can change based on the actual cost.
5. MRSC 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 MRSC policy and as approved by the Executive Director; and the LEA shall reimburse MRSC for said mileage reimbursement.
6. MRSC 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) 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 MRSC or by MRSC 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 MRSC.
10. The LEA shall determine the work schedule and work rules of the Service Provider.
11. The Service Provider shall follow MRSC 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 MRSC and complete the necessary MRSC leave forms when necessary.
15. This contract may be terminated by either party, without cause, upon 60 days' written notice to the other party.
16. This agreement shall renew for one year unless either party gives notice as referenced above.

Northeast Ohio Network for Educational Technology

Norton City Schools

Signature of Authorized Provider Representative

Signature of Authorized Customer Representative

Matthew Gdovin
Printed name

Printed name

Executive Director
Title

Title

Date

Date

Signature of Authorized Provider Representative

Signature of Authorized Customer Representative

Bonnie Manchester
Printed name

Printed name

Fiscal Officer
Title

Title

Date

Date

SCHEDULE A

Product name	Product or service description	Price	Quantity	Sum
FY23 - Estimated LEA Service Charge	July 1, 2022 to June 30, 2023 *This estimate is an approximation and is not guaranteed. The estimate is based on the Service Providers' salary, fringe benefits, and a 5% administrative fee at the time of the creation of this agreement. LEA will be billed at the ACTUAL cost in arrears each quarter.	49,500.00	1	49,500.00
			Total (USD):	49,500.00