



SERVICE CONTRACT AS NEEDED BASIS

This Service Contract (hereinafter referred to as "Contract") is entered into on this 1st day of July, 2022 and end on June 31, 2023 by and between the CONNECT ITC (hereinafter referred to as "CONNECT") and the Richmond Heights Local School District (hereinafter referred to as "the District") for the purpose of providing the educational services as described herein.

WHEREAS, CONNECT an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the District desires that CONNECT provide it with certain services pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, for mutually acceptable consideration, the parties hereto desire to set forth in writing the terms and conditions of their Contract regarding the provision of services pursuant to this Contract.

1. Purpose: The District agrees to purchase from CONNECT and CONNECT agrees to provide Services to the District as selected below.

2. Services: CONNECT shall provide District the following Services:

[CHECK ALL THAT APPLY]

☒ Personnel

- i. CONNECT shall employ and provide the District with an EMIS support specialist ("Personnel").
- ii. As consideration for providing the Personnel, the DISTRICT shall pay CONNECT a rate of \$1500.00 per month worked by Personnel. CONNECT shall be solely responsible for providing the Personnel with all required compensation and fringe benefits, and for conducting all required performance evaluations.
- iii. The Personnel shall meet the qualifications established by the District, which shall be communicated to CONNECT prior to its assignment of the Personnel.
- iv. The job duties and responsibilities of the Personnel are specified in Appendix A, which is attached hereto and incorporated into this Contract.
- v. The District has input over the hiring, assignment, discipline, layoff, nonrenewal, and termination of the Personnel, and CONNECT shall consider said input when making employment decisions concerning the Personnel.

3. Responsibilities of the Parties:

Responsibility of CONNECT. CONNECT will supply appropriate staff and work cooperatively and collaboratively with the District to provide the contracted Services. Services may be performed by employees of CONNECT, by such other persons or entities as determined by CONNECT or by any combination thereof. CONNECT retains the right to immediately

remove any CONNECT employee or agent who does not meet the background or licensure standards, has engaged in misconduct, or who CONNECT, in its sole discretion, determines is not appropriate for the assignment.

Responsibility of District. The District will cooperate with CONNECT to identify the Services it needs. The District will provide working facilities for personnel including but not limited to workspace, computer, telephone, internet, fax, copy machine and access to the necessary staff and records to perform their job duties. The District will immediately report to CONNECT any alleged misconduct involving CONNECT employees and ensure that CONNECT is involved in investigations and discipline.

4. Licensure: Personnel providing Services shall at all times be properly licensed and/or certified as required by law. CONNECT shall maintain copies of all necessary licenses and certifications which shall be available for inspection upon request.

5. Criminal Records Checks: CONNECT shall be responsible at its sole cost and expense for conducting criminal background checks on Personnel as required by law.

6. Confidentiality/Education and Student Records. The parties acknowledge that in the course of performing their obligations under this Contract, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both parties agree that they will only use Confidential Information of the other party in the performance of its obligations under this Contract and that it will not, at any time during or following the term of this Contract, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. Additional Services: Additional services not specified herein may be provided by CONNECT if said services and the cost thereof are mutually agreed upon in advance by the parties and specified in an addendum to this Contract.

8. Payment for Services: CONNECT shall provide invoices on a monthly basis requesting payment for the Services, and the District shall pay said invoices within thirty (30) days of receipt. Said invoices shall detail each service provided during the invoice period and the specific cost for each such service. In the event the CONNECT does not receive payments, CONNECT may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Such termination, suspension or reduction shall not be deemed a waiver of other legal or equitable rights CONNECT may have to full payment.

9. Term: This Contract shall be on an As Needed basis.

10. Cooperation: Upon either party's request, the other party shall promptly provide, without charge, copies of all information, data, records, and/or reports which pertain to the Services or are deemed necessary for the provision of the Services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties for the purpose of discussing necessary information.

11. Limitation on Warranties: This Contract is a service Contract. Accordingly, CONNECT disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

12. Compliance with Law: Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).

13. Breach: If either party breaches a provision of this Contract, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fifteen (15) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied within fifteen (15) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this Contract upon expiration of said remedy period. Neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Contract when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes.

14. Force Majeure. If CONNECT is unable to perform any Services under this Contract by reason of force majeure, CONNECT will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of CONNECT.

15. Liability. CONNECT shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the District, its members, employees, agents or users.

16. Amendment: This Contract may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.

17. Assignment: Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Contract without the prior written consent of the other party.

18. Entirety: This Contract contains the entire Contract between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service Contract or similar type of Contract between the parties, oral or written, is hereby superseded and terminated.

19. Governing Law: The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Contract.

20. Notices: Any notice required or permitted herein shall be in writing and deemed given if delivered personally or if sent via certified U.S. mail addressed as follows:

CONNECT ITC
6393 Oak Tree Blvd.
Suite 105
Independence, OH 44131

Richmond Heights Local School District
447 Richmond Rd
Richmond Hts, OH 44143

21. Severability: Each article, paragraph, provision, term, and condition of this Contract and any portions thereof, shall be considered severable. If, for any reason, any portion of this Contract is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Contract shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

22. Section Headings: The section headings contained in this Contract are for convenience of reference only and shall not affect the meaning or interpretation of this Contract.

23. Counterparts: This Contract may be executed in several counterparts, all of which taken together shall constitute one single CONTRACT between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date first written above.

CONNECT ITC

By: _____
Executive Director

By: _____
Fiscal Officer

By: _____
Fiscal Agent

By: _____
Richmond Hts Representative