



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY  
DTS SERVICES AGREEMENT**

Contract Number: 046599-DTS-2223

This agreement for the provision of a Technology Service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) ("Provider") and Richmond Heights Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is 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 services to schools and other authorized user entities; and

WHEREAS, the Customer is a School District or School chartered by the State of Ohio, and;

WHEREAS, the Provider desires to provide to Customer and Customer desires to secure from Provider the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

**I. DEFINITIONS:**

As used in this Agreement the following terms shall be defined as follows:

"Customer" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the information technology center "NEOnet."

"Effective Date" shall mean the date this Agreement becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below. If executed on different dates, then the date of execution by the Customer becomes the Effective Date.

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

**II. TERM**

A. This Agreement shall begin 07/01/2022 and end 06/30/2023 subject to any specific periods described in Exhibit A attached hereto and incorporated herein by reference.

B. The service agreement shall be automatically renewed for one (1) year unless either party gives notice ninety (90) days before expiration or after notification of a fee increase to the other of its desire to end the agreement.

- C. Notwithstanding the foregoing, this Agreement shall not be renewed if Customer is delinquent in payments to Provider at the time of the contract renewal.

### **III. SERVICE PERFORMANCE**

- A. Provider shall furnish Customer such Services as are described in attached Exhibits.
- B. Provider shall deliver all necessary supplies, materials, equipment, clerical support, staff development, and workspace. The need for such items shall be determined by the Provider.
- C. Provider shall supervise employee(s) in the provision of the Service and shall evaluate the employee(s), with input from the Customer, in accordance with the policies of the Provider.
- D. Customer and Provider shall agree on the work schedule of the employee(s).
- E. The employee(s) shall be subject to and follow Provider's Board policies concerning wage and benefits.
- F. The employee(s) shall follow the work rules established by Customer and Provider. Customer will promptly notify Provider if employees violate work rules. Provider is responsible for taking any disciplinary or corrective action in accordance with Provider's policies where appropriate.
- G. The employee(s) shall report to Provider's office or an alternate location in the event of a calamity day at the Customer's office. Employees will be available to complete work duties for Customer on these days except when the employee is on an approved leave.
- H. The employee(s) shall report times worked in the manner prescribed by the Provider and complete the appropriate Provider leave forms when necessary.

### **IV. CHARGES AND PAYMENT**

- A. Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement. Charges for the Services provided under this Agreement will be billed to the Customer on a quarterly basis. All invoices shall be due and payable not more than 30 days from the date of the invoice.
- B. Customer 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.

### **V. MID-CONTRACT SERVICE ADJUSTMENTS**

- A. Customer may request an increase in the services provided, including increases to staffing levels, number of days that staff work, services, programs and/or materials after the start of the current contract term. Provider will attempt to accommodate the

requests when possible, subject to the availability of qualified staff, equipment, supplies, and materials. The cost of additional services will be charged to the Customer at a rate that is agreed to in advance.

- B. In the event the Customer requests a decrease in services, the Customer will remain responsible for all costs including but not limited to staff compensation and materials until and unless the Provider is able to reassign staff or reallocate materials, equipment and supplies to other client districts. Provider will not unreasonably delay staff reassignment or reallocation of materials.
- C. If an employee's position with the Provider is terminated for any reason during the term of this Agreement, the Customer will not be billed until a replacement has been obtained and begins work.

## **VI. CONFIDENTIALITY OF INFORMATION**

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

## **VII. NOTICES**

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):
  - 1. If to Provider:
    - Name: Matthew Gdovin
    - Address: 700 Graham Road
    - City/State/Zip: Cuyahoga Falls / Ohio / 44221
    - Phone: 330-926-3902
    - Facsimile: 330-926-3901
    - E-mail: Gdovin@neonet.org
  - 2. If to Customer:
    - Name: Rene Willis
    - Address: 447 Richmond Rd
    - City/State/Zip: Richmond Heights / OH / 44143
    - Phone:

## **VIII. GENERAL PROVISIONS**

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part,

nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Liability.** The Customer and Provider shall each assume liability for loss, costs or damages resulting from the negligence of either of them, but shall not be liable for any loss, costs or damages resulting from the negligence of the other party.
- F. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- G. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- H. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- I. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- J. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

- K. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in Summit County, Ohio, or in the United States District Court for the Northern District of Ohio.
- L. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

## **Exhibit A**

This exhibit is hereby made part of the Technology Support Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized.

Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services or projects outside the scope of this agreement will be billed monthly as incurred.

### **1. Provider Obligations and Services**

The Provider Obligations and Services provided with their attendant costs are set forth on Schedule 1-a Provider Fees and Obligations

### **2. Customer Obligations**

**Customer agrees to provide:**

- District staff to support district/building technology.
- Appointed liaison to provide the following;
  - Guidance and support of the technology budget and school district technology goals
  - Meet with the Technology Coordinator on a monthly basis at a minimum
  - Assist with communications to the staff and administration

**Schedule 1-a**

**Provider Fees and Obligations**



Product name	Product or service description	Price	Quantity	Sum
Technology Coordinator	<ul style="list-style-type: none"><li>• Facilitates improvement strategies that advance student achievement. Coordinates the implementation of the district's technology plan. Administers state and federal technology grants. Develops and implements strategies to enhance staff and student use of technology resources. Promotes close working relationships with all stakeholders.</li><li>• Provide leadership and technology strategy aligned with district goals and technical expertise in the design, development, support, and management of the technology infrastructure.</li><li>• Act as Liaison between district and district buildings for technology-related activities.</li><li>• Develops procedures that promote the proper use, care, and security of technology resources (e.g., consent forms, maintenance, storage, etc.). Monitors compliance with all licensing agreements.</li><li>• Responsible for the integration, coordination, operation, procurement, installation, maintenance, and budgets for all technologies used by the district and directs the planning, coordination, integration, and control of all voice, video, and multimedia technologies.</li><li>• Responds to work orders, resolves computer equipment malfunctions, prepares and maintains daily record of work orders, assists in maintaining inventory of computer hardware/software and provides inventory information on new equipment installation and changes in equipment status.</li><li>• Oversees the development and maintenance of the Customer's web site.</li><li>• Assists with the installation and maintenance of network connections.</li><li>• Maintains an effective configuration management system.</li><li>• Participates as an active member of the management team. Upholds board policies</li></ul>	95,000.00	0.33	31,350.00

Product name	Product or service description	Price	Quantity	Sum
	<p>and follows administrative guidelines/procedures. Promotes a professional image of the school district.</p> <ul style="list-style-type: none"> <li>• Maintains open and effective communications. Promotes the district's mission, philosophy, and vision. Serves as an informative resource. Keeps stakeholders informed about emerging issues.</li> </ul>			
Tier 1 Desktop Support Technician	<ul style="list-style-type: none"> <li>• Installation, maintenance, troubleshooting, and support of computer hardware, software, and peripheral equipment.</li> <li>• Maintain desktops, PC's, Chromebooks and other electronic devices.</li> <li>• Assists in physical installation of LAN/WAN hardware/software and related peripheral equipment.</li> <li>• Ensures hardware and software compatibility. Receives, inspects, and tests equipment/software. Facilitates construction/installation activities. Prepares support documentation (e.g., date installed, location, upgrades, etc.).</li> <li>• Provide technical support for software and hardware issues.</li> <li>• Works with teachers to explore adaptations that enhance classroom activities.</li> <li>• Upholds Customer's board policies and follows Customer's administrative guidelines/procedures.</li> <li>• Promotes a professional image of the Customer's school district.</li> <li>• Maintains open and effective communications. Promotes the Customer's mission, philosophy, and vision. Serves as an informative resource. Keeps Customer's stakeholders informed about emerging issues.</li> </ul>	66,000.00	1	66,000.00
Total (USD):				97,350.00

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: **Richmond Heights Local Schools**

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Authorized Customer Representative

\_\_\_\_\_  
Signature of Authorized Customer Representative

\_\_\_\_\_  
Date

PROVIDER: **Northeast Ohio Network for Educational Technology**

\_\_\_\_\_  
Signature of Officer or Manager for the Provider

\_\_\_\_\_  
Date

Matthew Gdovin

\_\_\_\_\_  
Printed name of Officer or Manager for the Provider