



Ohio Mid-Eastern Regional Education Service Agency

2230 Sunset Boulevard, Suite 2 Steubenville, OH 43952

Phone: 740-283-2050 ▪ Fax: 740-283-1500

MEMBER AND ASSOCIATE MEMBER SERVICES AGREEMENT FY 2021

This Member Services Agreement ("Agreement") is made between the OHIO MID-EASTERN REGIONAL EDUCATION SERVICE AGENCY INFORMATION TECHNOLOGY CENTER ("OME-RESA") and Coshocton City Schools ("Member"), a user entity and member of OME-RESA (collectively the "Parties").

WHEREAS, OME-RESA desires to provide to Member and Member desires to secure from OME-RESA core services associated with membership in OME-RESA (the "Client Services"); and

WHEREAS, Member's Board of Education or other governing board, through previous action or by execution hereof, has adopted, or hereby adopts, and agrees to adhere to the terms and conditions of OME-RESA's Agreement and By-Laws constituting Member's membership with OME-RESA, an Information Technology Center (ITC) per Ohio Revised Code Section 3301.075 organized under Ohio Revised Code Chapter 167;

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

- I. **General.** This Agreement supersedes any existing contracts, between the Parties for the same or substantially similar, but not ancillary services such as Internet Service Agreements. This Agreement is subordinate to, and governed by, the Constitution, By-Laws, policies, rules and regulations of OME-RESA (the "Policies") that are applicable to Member's type of membership in OME-RESA. OME-RESA reserves the right to add, modify, delete and/or otherwise amend the Policies at any time at the sole discretion of the OME-RESA Board of Directors.
- II. **Term & Renewal.** This Agreement shall be effective upon signature with services to be provided for a period beginning July 1, 2020, and shall thereafter remain in full force and effect until June 30, 2021. This Agreement shall automatically renew for successive one-year terms adjusted, as necessary, to run concurrently with membership in OME-RESA as defined in the Policies and/or as may be otherwise renewed by affirmative action of the parties. Notwithstanding the foregoing, at OME-RESA's option, this Agreement may not be renewed if Member is delinquent in any payment due to OME-RESA at the time of the expiration of any term of this Agreement.
- III. **Services**
 - A. Core Services. Full Membership in OME-RESA requires subscription to a minimum of 3 (three) core services each fiscal year, and have completed membership requirements of the Bylaws. Associate Membership in OME-RESA requires subscription to a minimum of 3 (three) core services each fiscal year, but does not need to complete membership requirement in the Bylaws. The Current approved service fees and service descriptions can be found on the OME-RESA Website at: <https://www.omeresa.net/AboutUs.aspx>. The service subscription election form can be found on pages 6-7.



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B. Additional OME-RESA Services. (Optional Services)

1. This Agreement contemplates the potential need for future execution by OME-RESA and Member, for one or more written statements of work (SOW) when necessitated by the desire for services beyond Core Services ("Optional Services") and the nature of the requested service(s). Each SOW shall be deemed to be incorporated into this Agreement. If the SOW conflicts with the terms and conditions of this Agreement, the terms and conditions of the SOW shall control with regard to the specific Optional Service only. No SOW shall replace, modify, or void any of the terms and conditions of this agreement with regard to Member Services.
2. By its execution of this Agreement, Member expressly acknowledges and agrees that no request for Optional Services hereunder shall be valid and binding on OME-RESA, and OME-RESA will perform no Optional Services for Member hereunder, unless and until the Parties execute an appropriate SOW and Member adheres to the billing cycle listed for the Optional Service.

C. Affiliated Third Party Services

OME-RESA may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for members. If OME-RESA has entered into an agreement with a third party vendor/service provider for such member benefits, and if Member subsequently agrees to purchase goods or services pursuant to the agreement between OME-RESA and the third-party vendor/service provider, Member agrees to be bound to the terms and conditions of the corresponding OME-RESA agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of Member's agreement to receive goods or services from the vendor/service provider.

IV. Performance

- A. The Parties acknowledge that OME-RESA has offered Member at least the minimum state-subsidized "Core Services" as identified in Ohio Administrative Code Section 3301-3-01(B)(5) and required by the Ohio Department of Education, including but not limited to the following:
 1. Fiscal services, including accounting (cash basis with generally accepted accounting practice extensions), payroll/personnel, and fixed asset accounting;
 2. Student records management, including provisions for student scheduling, grade reporting, attendance tracking, and tracking of special education needs;



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3. State-mandated data reporting, including access to the appropriate department databases and software applications;
4. Library automation, curricular resources, and educational technology services to support academic content standards and effective instruction; and
5. Internet access and networking services, including email and the support of data exchange within the information technology center's user entities and across different information technology centers and their user entities.

- B. In performing the Member Services that Member has hereby elected to purchase, OME-RESA shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all Core Services. Any delays in OME-RESA's performance of its obligation hereunder shall be excused to the extent that such delays may be due to causes not within OME-RESA's control.

V. Fees & Payment

- A. For Member Services, Member shall pay OME-RESA according to the annual approved Member Fee Schedule found on the OME-RESA website:

<https://www.omeresa.net/AboutUs.aspx>

- B. Member agrees to be solely responsible to OME-RESA for all charges billed by OME-RESA for Member Services. Except as otherwise provided by the Policies, such charges shall be billed quarterly or according to OME-RESA's fee schedule. If payment is not received within ninety (90) days, OME-RESA reserves the right to immediately suspend and/or terminate any and all contracted services to Member under this or any other agreement between the Parties. Late payments may be subject to a service charge of up to 5% of unpaid fees per month. Fee Structures are subject to change annually with the approval of the OME-RESA General Assembly.

- VI. **Property.** All data, software, information systems, databases and other data, administrative and business systems, websites, technology, models, designs, business or marketing plans, documentation, other materials or products, formulas, methodologies, processes or techniques or other works or inventions (whether or not copyrightable or patentable), or other intellectual property of any kind furnished, developed or created by OME-RESA, or by OME-RESA's employee, contractor, subcontractor, representative or agent providing services under this Agreement including, but not limited to, all intermediate and partial versions thereof and derivative works based thereon, shall constitute the proprietary information and trade secrets of, and shall be the sole property of OME-RESA.

VII. Miscellaneous

- A. **Severability.** If any part of this Agreement shall be deemed illegal or unenforceable, only that portion of the agreement shall be affected.



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- B. Entire Agreement. This Agreement, together with the documents referred to herein, including but not limited to OME-RESA's Policies, 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.
- C. Governing Law. This Agreement shall be governed and construed under the laws of the State of Ohio.
- D. Amendment. This Agreement shall not be modified or amended without the written and signed agreement of both parties.
- E. No Waiver. The failure by a party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- F. Rights and Remedies. The rights and remedies provided by this Agreement are cumulative, and are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- G. Confidentiality. Except as otherwise required by law, OME-RESA and Member, without regard to the expiration or termination of this Agreement and extending there beyond, agree that each shall exercise ordinary care in preserving and protecting the confidentiality of information that is confidential by law or exclusively the intellectual property of the other, which may include but is not limited to any non-published information, technical data, trade secrets or know-how, information relating to students, data, research, products, software, formula, process, customers, techniques, services, development, inventions, processes, pricing, and/or internal procedures, whether having existed, now existing, or to be developed or created in the future, whether tangible or intangible, in any form. Except as required by law, OME-RESA and Member each agrees not to disclose any such information without prior written consent of the other.

The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that they shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to OME-RESA or Member with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.



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- H. Beneficiaries. This agreement is for the sole benefit of the parties hereto, and not for any other person(s) or legal entities.
- I. Headings. The headings used before the various section of this Agreement are for ease of reference only and do not constitute parts of this Agreement.
- J. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- K. Independent Contractors. At all times, the relationship of the parties shall be as independent contractors. OME-RESA may perform any of its obligations hereunder directly or through subcontractors.
- L. **Limitation of Liability. OME-RESA shall not be liable to Member for any special, exemplary, indirect, incidental or consequential damages, or lost funds, lost funding, or lost or damaged data. In any event, with respect to any claim, demand or action arising out of this agreement, Member shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the amount paid by Member to OME-RESA during the immediately preceding twelve- (12-) month period for the applicable service or support on which the claim is based.**

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

Member/Associate Member Authorized Signature

Date

OME-RESA Authorized Signature

Date



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FY21 Service Selection Form

****NOTE:** Some Services will require a Statement of Work ("SOW"), a Resolution passed and/or are billed based on the usage. These services are not included below. If you would like additional information about any of the services below, call 740-283-2050 or email info@omeres.net.

District: Coshocton City Schools

Count Types	FY20 Counts	FY21 Counts
PB Student Count:	1686	1699
OECN Count:	NA	1670
Library Auto Count:	1686	1670
Employee Kiosk Active Staff Count:	217	211
Kiosk AESOP Integration Count	195	211

Core Services						
Service Type	Count Type	Minimum Fee	Service Fee	FY20 Fee	FY21 Fee	Modify Service?
Fiscal Services*	OECN Count	\$1,400.00	\$4.50/Student	\$6,659.70	\$7,515.63	
EMIS Support	PB Student Count	District=\$3,800 Non District=\$2,800	\$2.35/Student	\$3,962.10	\$3,992.65	
StudentInformation	PB Student Count	\$880.00	\$6.16/Student	\$10,116.00	\$10,465.84	
GradeBook, Virtual Classroom Parent Access	PB Student Count	\$480.00	\$3.29/Student	\$5,395.20	\$5,589.71	
Special Services	PB Student Count	\$240.00	\$1.49/Student	\$ 0.00	\$ 0.00	
IEP Anywhere Standard	PB Student Count	District=\$800 Non District=\$550	\$1.25/Student	\$2,107.50	\$ 0.00	
IEP Anywhere Plus	PB Student Count	District=\$800 Non District=\$550	\$1.60/Student	\$ 0.00	\$2,718.40	
DataMap	PB Student Count	None	\$3.39/Student	\$5,563.80	\$5,759.61	
ProgressBook Suite- All Modules	PB Student Count	\$1,600.00	\$13.42/Student	\$ 0.00	\$ 0.00	
Technical Non-ISP	OECN Count	\$600.00	\$2.00/Student	\$3,372.00	\$3,340.28	
Library Automation	OECN Count	None	\$3.80/Student	\$6,322.50	\$6,346.53	
Optional Services						
Service Type	Count Type	Minimum Fee	Service Fee	FY20 Fee	FY21 Fee	Modify Service?
Administrative In-service	District	None	\$200/District	\$ 200.00	\$ 200.00	
Cooperative Purchasing	No service charge when a signed services contract or service resolution is returned.					
Legal Services	OECN Count	\$150.00	\$0.38/Student	\$ 0.00	\$ 0.00	
Employee Kiosk	Active Staff Count	None	\$2.44/Staff	\$ 529.48	\$ 514.84	



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Service Type	Count Type	Optional Services (Continued)		FY20 Fee	FY21 Fee	Modify Service?
		Minimum Fee	Service Fee			
AESOP Integration (Kiosk)	Kiosk AESOP Int. Count	None	\$0.50/Staff	\$ 97.50	\$ 105.50	
RAM	District	None	\$1,050/District	\$ 0.00	\$ 0.00	
Taxpert	District	None	\$975/District	\$ 0.00	\$ 0.00	
EMIS Contracted Services – Tier 1	District	\$22,000+\$6.00/Student		\$ 0.00	\$ 0.00	
EMIS Contracted Services – Tier 2	District	\$10,000+\$3.00/Student		\$ 0.00	\$ 0.00	
LAN Services	District	\$2,400 (60 Hours)		\$ 0.00	\$ 0.00	
Out of Network Fee *						
Totals				\$44,325.78	\$46,548.99	

Service and Fee Notes:

- Billing cycle is quarterly based on count types found on page one, unless otherwise noted
- Student Count Formula can be found at: <http://www.omeresa.net/StudentCount.aspx>
- OECN Count can be found at: <https://www.oecn.org/public-data/adm/>
- Service Descriptions can be found here: <http://www.omeresa.net/Services.aspx>
- * An Out-of-Network fee of 5% will be added to any OME-RESA hosted application service above if entity does not subscribe to OME-RESA ISP Services