



Ohio Mid-Eastern Regional Education Service Agency

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Member Service Agreement

Fiscal Year 2027

This Services Agreement ("Agreement") is made between the **Ohio Mid-Eastern Regional Education Service Agency** ("OME-RESA") and **Coshocton City Schools** ("Customer"), a user entity and Member of OME-RESA (collectively the "Parties").

WHEREAS, OME-RESA desires to provide to Customer and Customer desires to secure from OME-RESA services associated with OME-RESA (the "Services"); and

WHEREAS, Customer'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 Customer's membership status 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 Agreements, 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") applicable to the Customer's membership type 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 **7/1/2026** and shall thereafter remain in full force and effect until **6/30/2027**. 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 Customer 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 a subscription to a minimum of 3 (three) core services each fiscal year and does not need to complete membership requirements in the Bylaws. However, Associate Members do not hold equity in OME-RESA. The Current approved service fees and service descriptions can be found on the OME-RESA Website at: <https://www.omeresa.net/about/ome-resa-documents/50>. The service subscription election form can be found on page 5.

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

1. This Agreement contemplates the potential need for future execution by OME-RESA and Customer, 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 the Customer's Services.
2. By its execution of this Agreement, Customer 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 Customer hereunder, unless and until the Parties execute an appropriate SOW and Customer 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 Customers. If OME-RESA has entered into an agreement with a third-party vendor/service provider for such Customer benefits, and if Customer subsequently agrees to purchase goods or services pursuant to the agreement between OME-RESA and the third-party vendor/service provider, Customer 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 Customer's agreement to receive goods or services from the vendor/service provider.

IV. Performance

- A. The Parties acknowledge that OME-RESA has offered Customer 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;
 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 technical services, including connectivity and the support of data exchanges within the information technology center's user entities and across different information technology centers and their user entities.
- B. In performing the Customer Services that Customer has hereby elected to purchase, OME-RESA shall conform to the quality implementation standards 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.

VI. Fees & Payment

- A. For Customer Services, Customer shall pay OME-RESA according to the annual approved Customer Fee Schedule found on the OME-RESA website:
<https://www.omeresa.net/about/ome-resa-documents/50>
- B. Customer agrees to be solely responsible to OME-RESA for all charges billed by OME-RESA for Customer 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 Customer 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.

VII. 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 OME-RESA and shall be the sole property of OME-RESA.

VIII. Miscellaneous

- A. Severability. If any part of this Agreement shall be deemed illegal or unenforceable, only that portion of the agreement shall be affected.
- B. Entire Agreement. This Agreement and the documents referred to herein, including but not limited to OME-RESA's Policies, shall constitute the entire agreement between the parties concerning the subject matter hereof and 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 both parties' written and signed agreement.
- 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 Customer, without regard to the expiration or termination of this Agreement and extending 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 Customer each agree not to disclose any such information without the 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 Customer 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.

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 Customer for any special, exemplary, indirect, incidental, or consequential damages, 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, Customer shall be limited to receiving actual and direct damages in a maximum aggregate amount equal to the amount paid by Customer 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.

Customer Authorized Signature

Date

OME-RESA Authorized Signature

Date

2027 Coshocton City Schools Service Subscriptions

OON Fee: Status = Member (No Fee) and In Network = Yes, (No Fee)

****Cooperative Purchasing services is included at no charge****

Dept. ▲	Service	Fee	Fee Explanation	OON Fee	Annual Fee
Administrative	Administrative Inservice	\$205.40	Base Fee	\$0.00	\$205.40
EMIS	EMIS Support - Standard	\$5,038.44	Count (1388) * Fee (\$3.63)	\$0.00	\$5,038.44
Fiscal	State Software	\$7,522.96	Count (1388) * Fee (\$5.42)	\$0.00	\$7,522.96
Library	Library Automation	\$6,427.20	Count (1648) X Fee (\$3.90)	\$0.00	\$6,427.20
Security	Information Security Services	\$3,819.50	Base Fee (\$2,362.10) plus Count (1388) X Fee (\$1.05)	\$0.00	\$3,819.50
Student	Data Integration Fee	\$860.56	Count (1388) X Fee (\$0.62)	\$0.00	\$860.56
Student	Renew - GradeBook (FL + ITC fee)	\$6,501.03	Frontline Charge (\$5,043.63) Plus Count (1388) X Fee (\$1.05)	\$0.00	\$6,501.03
Student	Renew - StudentInformation (FL + ITC fee)	\$11,905.94	Frontline Charge (\$8,977.26) Plus Count (1388) X Fee (\$2.11)	\$0.00	\$11,905.94
Student	SameGoal - Plus - School	\$3,039.72	Count (1388) * Fee (\$2.19)	\$0.00	\$3,039.72
Technical	2yr (FY27-FY28) - Manaaged Methods - Staff	\$3,628.80	Count (192) X Fee (\$18.90)	\$0.00	\$3,628.80
Technical	2yr (FY27-FY28) - Manaaged Methods - Student	\$3,747.60	Count (1388) X Fee (\$2.70)	\$0.00	\$3,747.60
TOTAL					\$52,697.15

Approved 2027 fees and prior year comparison chart can be found at:
<https://www.omeresa.net/about/ome-resa-documents/50>