



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this _____ day of _____ 2014, between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the Norton City School District (hereinafter referred to as the "Board"), with its principal place of business at 4128 Cleveland Massillon Road, Norton, OH 44203-5697 for the purpose of providing the Ohio OPS Policy Web Update Service.

Now, therefore, the parties agree that the Consultant will provide the services as specifically outlined in the attached addendum in exchange for consideration and the Board will perform the responsibilities, if any, listed in the attached addendum, which is hereby acknowledged and made a part of this Agreement. The contract and the attached addendum represents the entire agreement by the parties and any changes to the agreement may be made only by a written instrument clearly setting forth the amendments and executed by both parties. This agreement is an independent agreement that is not dependent upon or related to any other contractual obligations of the parties. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and the rights and liabilities of the parties thereunder shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **Duration.** The contract shall expire upon the completion of all duties as assigned in the addendum, attached hereto and made a part of this Agreement.
5. **Cancellation/termination.** This contract may be terminated by: (a) mutual agreement of the parties or (b) written notice of breach of this Agreement by either party. Any amounts owing for services rendered prior to cancellation due to mutual agreement shall become due and must be paid in full upon cancellation.

OSBA Director of Management Services / date

Board President / date

Treasurer / date

Please sign and return two copies along with a purchase order to the Ohio School Boards Association.



Service Addendum – Ohio Policy Service (OPS) Client Website Update

Services Provided by the Consultant:

- Review and modify existing policies for Board adoption.
- Provide appropriate number of copies of new/revised policies.
- Suggest policies for implementation.
- Provide subscription to Policy Development Quarterly (PDQ) including OPS new/revised sample policies for one (1) year following date of signing of contract.
- Customized manual on CD.
- Telephone consultation for one (1) year.

The Board agrees to:

- Promptly provide OSBA with one (1) copy of all new/revised policies with adoption dates in a timely manner.
- Compensate Consultant for additional services not specifically enumerated at the rates outlined below.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of **\$1,500**, which represents the flat fee for the services outlined above. District supplementary document conversions (per document) charge is **\$75**. Supplementary documents include such documents as; student handbooks, teacher handbooks, etc. Expenses as outlined below are in addition to the flat rate and are invoiced monthly. If the Board opts for additional Consultant consultation beyond the services provided above, meetings may be scheduled based on a rate of \$150 per hour professional time, minimum (2) two hours. Travel time is paid at a rate of \$50 per hour, maximum four (4) hours per visit to the District, plus expenses as outlined below. Invoices shall be paid in full within thirty (30) days after receipt of invoice and in no event beyond ninety (90) days from the Consultant's rendering of the service. Copies beyond those ordinarily provided will be invoiced at \$.05 per page.

Invoices will be submitted pursuant to the following schedule:

- \$1,500 shall be invoiced to the Board after the activation of service.
- If applicable, supplementary documents will be charged after activation of service.
- Expenses shall be invoiced monthly.

Expenses. Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, facility fees, applicable recovery cost of telephone charges, and honoraria as appropriate. Any and all other expenses not specifically incorporated in this agreement or attached addendum made a part of the contract shall be the responsibility of the party incurring the cost.

Timeline. Timelines for completion of services will be as developed between the Consultant and the Board. All services shall be completed no later than one (1) year following the signing of this contract.



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