



Ohio School Boards
Association

November 7, 2012

Angie Wagler, Coordinator of Technology
Norton City School District
4128 Cleveland Massillon Road
Norton OH 44203-5697

Dear Ms. Wagler:

Districts which have used our Policy Services are eligible for this service which offers a conversion of your policy manual to online database, highlighted key word text search, links to legal and cross references and one year of hosting. As part of this service you will also be provided a one-year subscription to the *Policy Development Quarterly (PDQ)*, which includes one set of the complete text of new and revised policies. Fee* for conversion of a policy manual to an on-line database is **\$4,000**.

Should your district have *additional documents that they want put online* as well as their manual, there is an **additional fee of \$200 per document** to do so. Examples of these would be: Handbooks, Negotiated Agreements, etc.

When the contract is up for renewal in a year from the date the site is set up, the breakdown of fees are as follows:

Total Fee: \$1,500 (subject to change)
(plus \$200 fee per additional document, if applicable)

If your board elects to subscribe to this service, please have both copies of the enclosed contracts signed and returned to OSBA *within 60 days*. We will return one signed copy of the contract for your records.

If I may answer any questions on this or any of our other services, please give me a call.

Sincerely,

Jeannette S. Radcliff
Administrative Assistant of Management Services

Enclosures

*** The fee of \$4,000 is subject to change after 60 days from the date of this letter.**

8050 N. High Street
Suite 100
Columbus, Ohio 43235-6481

(614) 540-4000
(800) 589-OSBA
(614) 540-4100 [fax]
www.ohioschoolboards.org

OSBA leads the way to educational excellence by serving Ohio's public school board members
and the diverse districts they represent through superior service and creative solutions.



OSBA Services Agreement

Whereas, Ohio Revised Code Section 3313.171 provides for the employment of administrative consultants, this agreement is made this _____ day of _____ 2012, 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 Conversion 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 Web Conversion

Services Provided by the Consultant:

- Conversion of your policy manual to online database.
- Highlighted key word text search.
- Links to Ohio Revised Code, cross-references to OPS policies.
- One (1) year of Web hosting and database updates after signing of contract.
- Provide subscription to Policy Development Quarterly (PDQ) including OPS new/revised sample policies for one (1) year following date of signing of contract.
- Twice a month updates to policy database with two-week turnaround.

The Board agrees to:

- Promptly provide OSBA project Consultant with one copy of all new/revised policies with adoption dates on CD-ROM.
- Complete project within agreed upon time frames.
- 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 **\$4,000**, which represents the flat fee for the services outlined above. 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 two (2) 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:

- **\$4,000** shall be invoiced to the Board after the 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.



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