



Galion City School District

North Central Ohio Computer Cooperative/
Heartland - Council of Governments

**NCOCC/H-COG
Service Level Agreement
and Contract**

FY - 22

NORTH CENTRAL OHIO COMPUTER COOPERATIVE/ HEARTLAND COUNCIL OF GOVERNMENTS

Services Service Level Agreement

This Computer Services Agreement ("Agreement") is made July 1, 2021, between North Central Ohio Computer Cooperative/Heartland Council of Governments ("NCOCC/H-COG") and Galion City School District ("Customer"), as identified on the signature page below. As used in this Agreement, "Customer" means: 1) in the case of a public school district, the school district; or 2) in the case of a non-public school, the entity identified on the signature page of this Agreement.

WHEREAS, NCOCC/H-COG, desires to provide to Customer and Customer desires to secure from NCOCC/H-COG the services ("Services") set forth on Exhibit A attached to this Agreement and incorporated herein by reference;

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. TERM AND RENEWAL

- A.** This Agreement shall be for the period beginning July 1, 2021 through June 30, 2022 and will be in effect until terminated in writing by either the Customer or NCOCC/H-COG.
- B.** Notwithstanding the foregoing, this Agreement shall not be renewed if Customer is delinquent in payments to NCOCC-H-COG at the time of the contract renewal.

II. WITHDRAWAL FROM MEMBERSHIP

- A.** Any member or participating school district may withdraw from this Council of Governments, as established within the North Central Ohio Computer Cooperative/Heartland Council of Government By-Laws, by formal action of its Board of Education or Governing Board upon submittal of a certified copy of a duly adopted resolution of withdrawal. All financial commitments of the district shall be met or secured prior to withdrawal. These financial commitments will include but not be limited to all fees and its share of any outstanding debt or obligations incurred by the Council of Governments on behalf of the withdrawing district. Services to the district in the year following an announcement to withdraw shall be at the same level as the previous year unless services are increased at the request of the withdrawing district. The service fee amount for the withdrawing district shall be at the same percentage

of change that is established for all member districts of the Council of Governments.

III. PERFORMANCE

- A.** NCOCC/H-COG shall furnish Customer such Services as are described in attached Exhibit A.
- B.** Customer shall undertake its obligations set forth in attached Exhibit A.

IV. CHARGES AND PAYMENT

- A.** Customer agrees to be solely responsible to NCOCC/H-COG for all charges billed by NCOCC/H-COG for services provided to customer under this Agreement. Charges for the Services provided under this Agreement will be billed to Customer following the fee schedule, and all incidental or supplemental charges will be billed monthly in arrears as incurred. Where applicable, supplemental charges include charges for additional services
- B.** Payment of charges billed is due within thirty (30) days of Customer's receipt of the invoice. NCOCC/H-COG may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears more than sixty (60) days.
- C.** Charges are subject to change annually with the approval of the NCOCC/H-COG Board of Directors and General Assembly.
- D.** Where applicable, Customer agrees to pay NCOCC/H-COG for any additional costs as set forth in Exhibit B.
- E.** Student head count is used for Student Information Systems (also Virtual Classroom and DataMap if selected) as determined by Software Answers, the provider of the ProgressBook Suite, and is based on the highest number of student accounts on any given day (January 1st through December 31st of the preceding year), set up on behalf of the member district. This count represents the number charged to NCOCC/H-COG by Software Answers.
- F.** Student head count for all other services (fiscal, educational support, INFOhio, disaster recovery and cyber security) will be based on a student count taken from the Student Information Systems data from October of the preceding fiscal year for our public schools or from auxiliary reports for our non-public schools.

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- A.** NCOCC/H-COG shall be liable to Customer for failure to provide any services only if such failure is due to the negligence of NCOCC/H-COG. IN NO EVENT SHALL NCOCC/H-COG BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.
- B.** It is agreed that NCOCC/H-COG shall not be liable for any damages incurred as a result of the errors or omissions of Customer, its personnel, employees, agents or users.
- C.** NCOCC/H-COG shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.
- D.** Where the Services provided include data processing services, NCOCC/H-COG will be liable only to the extent of recreating the reports incident to such services if the same can be reasonably performed and if Customer provides NCOCC/H-COG with any source data necessary for such work. In the event such work cannot be performed for any reason, the maximum reimbursement to Customer shall not exceed the total amount, which was actually collected for such incomplete services.
- E.** Customer may utilize the Services provided for educational and educational administrative related activities only. Where the Services provided include access to computer networks or public networks, NCOCC/H-COG does not warrant that the functions of the network will meet any specific Customer or user requirements, or that Services provided will be error free or uninterrupted; nor shall NCOCC/H-COG be liable for any actual damages or any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation) sustained in connection with the use, operation, or inability to use the NCOCC/H-COG network by Customer or its users. Further, Customer understands and agrees that NCOCC/H-COG will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by NCOCC/H-COG and that, therefore, Customer will make no claim against NCOCC/H-COG for the network uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. NCOCC/H-COG does not routinely monitor Customer's activities or pupil access to any of the interconnected systems and does not warrant the accuracy or

appropriateness of any information contained in the interconnected systems. Some material contained in the interconnected systems may be inappropriate for school aged pupils.

- F.** Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) through NCOCC/H-COG assumes full responsibility for any and all access to and usage of information contained on the interconnected computer systems. Customer agrees to indemnify and hold NCOCC/H-COG, its officers, members, employees and/or agents harmless from any claims, suits, liability, loss, expenses and/or damages, including alleged copyright and other intellectual property claims, sustained by any person by reason of any act of Customer or its users in their activities involving use of NCOCC/H-COG's network.
- G.** NCOCC/H-COG reserves the right to discontinue Customer access to the NCOCC/H-COG network for use that it deems to be inconsistent with the purposes outlined in this Agreement. Among uses that NCOCC/H-COG considers to be inconsistent with this purpose are uses that are offensive, violate this Agreement, or violate the law, including, but not limited to, transmitting offensive or harassing statements, developing and/or transmitting offensive or unlawful graphics, transmitting sexual or ethnic slurs or jokes, soliciting or encouraging others to engage in sexual, offensive or unlawful acts, or permitting or encouraging unauthorized access to the NCOCC/H-COG network and public networks, such as the Internet.
- H.** Customer understands and agrees that NCOCC/H-COG shall have no responsibility for Customer's or its users' accessing or transmitting offensive or unlawful information, interference or unlawful access to others' information or networks, or other offensive or unlawful activity in which NCOCC/H-COG's network is used. NCOCC/H-COG does reserve the right to monitor such transmissions if it determines, in its sole discretion, that such monitoring is necessary.
- I.** NCOCC agrees to indemnify and hold harmless Customer and their directors, officers, agents, employees, from and against all claims, demands, causes of action, proceedings, losses, damages, fines, penalties, liabilities, judgments, orders, costs and expenses including with limitation, reasonably attorney's fees and legal costs sustained or incurred by Customer by reason of, arising from, or in any way attributed to the duties, responsibilities or obligations of NCOCC under and during the term of this agreement, any negligence, wrongful act, intentional act, or omission of or by the NCOCC, their agents, employees, officers, representatives, or subcontractors.

VI. PROPERTY

- A. All tapes, disk packs, computer programs, written procedures and similar items utilized or developed in connection with this Agreement, residing at NCOCC/H-COG, are not to be considered the property of Customer.
- B. Where the services provided include data processing services, all data files shall remain the property of Customer. In the event this Agreement is terminated, NCOCC/H-COG agrees to return all available files, in their original formats, to Customer as soon as may be reasonably practicable after the date of termination.

VII. CONFIDENTIALITY OF INFORMATION

- A. NCOCC/H-COG shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B. Except as required by law, NCOCC/H-COG agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law, Customer agrees not to disclose any information or documentation obtained from NCOCC/H-COG.
- D. NCOCC agrees to hold Customer harmless for any violation of FERPA by NCOCC, its directors, officers, agents and employees.

VIII. 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 on Exhibit C.

IX. 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.
- 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 provisions of this Agreement

shall in no way be construed to be a waiver of any such provisions, 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. 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.
- F. 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.
- G. Counterparts:** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. 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. The parties have participated jointly in the negotiation and drafting of this Agreement. 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.

- I. **Compliance with Law:** Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

- J. **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.

X. **Service Level Agreement – Problem Escalation**

NCOCC/H-COG organization will have an individual available from 7:00 am until 4:30 pm Monday through Friday to respond to user requests. When possible, service requests should be submitted via Helpdesk to the appropriate service area. When contacting a service group, requests can be handled by anyone in the service group, and scheduled activities away from the office and other absenteeism will help to minimize the timing of a response to your request. In your Helpdesk request, it would be helpful if you indicate the urgency of your request so that it can be prioritized when there are multiple requests requiring research efforts by the staff.

While all members of the NCOCC/H-COG staff try to respond in a timely and professional manner, sometimes requests can be forgotten and/or overlooked. If you do not get a response from your Helpdesk request in a timeframe acceptable to you, feel free to contact the service group by e-mail or telephone. If you are still not receiving the answer you need, ask to speak to the Executive Director (Andy Melick).

Following is a listing of the various service groups, their group Email addresses, the names and Email addresses of the group supervisors, and their areas of responsibilities.

NCOCC/H-COG 419-747-8660				
Service Group	Group Email Address	Coordinator	Coordinator's Email	Responsibilities
Student	nco-attach-sis@ncocc-k12.org	LuAnn Trumpower	trumpower.luann@ncocc.net	SIS/DSL/DASL/PB
INFOhio	nco-attach-infohio@ncocc-k12.org	Kalin Wilburn	wilburn.kalin@ncocc.net	INFOhio
FISCAL	nco-attach-fiscal@ncocc-k12.org	Tammy Hamilla	hamilla.tammy@ncocc.net	Fiscal
EMIS	nco-attach-emis@ncocc-k12.org	Sandy Sparr	sparr.sandy@ncocc.net	EMIS
Staff Development		Kalin Wilburn	wilburn.kalin@ncocc.net	Staff Development
Network/Technical	nco-attach-tac@ncocc-k12.org	Terry Baker	baker.terry@ncocc.net	Network/Technical
Director		Andy Melick	melick.andy@ncocc.net	Computer Site Activities Problem Escalation

EXHIBIT A

NCOCC/H-COG SERVICES

Student Service Fee

What is included?

- EMIS compliance
- Data Archival and Retrieval Support
- Help Desk support during normal business hours
- Knowledgeable staff and resources to support business processes
- Documentation for software procedures and guidelines
- Software support for data entry, data processing and data import/export
- Training for systems and software procedures
- Support for third party applications using Vendor Link
- Periodic and timely in-service for start of the year processing and opening of records
- Periodic and timely in-service for end of the year processing and closing of records
- Student scheduling, grade reporting, interim reporting, attendance reporting, registration, fee accounting, maintaining assessment data and student medical information
- Student demographics and student discipline tracking
- Student transcripts and student graduation verification
- Creation and use of additional user defined reports, report cards, transcripts and schedules
- Provide leadership and investigate new products and procedures to benefit users including enhancements
- New and continuing user training
- Support and training for district teaching staff in Gradebook and Special Education software

Fiscal Fee

What is included?

- KIOSK and support
- Data archival and retrieval support
- Support for required applications, data management and reporting as defined by the Ohio Department of education and the State Auditor's Office
- Help Desk Support during normal business hours
- Knowledgeable staff and resources to support business processes
- Upgrade software and hardware to latest version promptly
- Documentation for software procedures and guidelines
- Software support for data entry, data processing and data import/export employee benefit reporting, personnel records and salary projections and equipment inventory
- Training for systems and software procedures
- Periodic and timely in-service for end of the year processing and closing of records
- W-2 and 1099 Processing and Support (Print, Fold and Seal)
- Spreadsheet support
- UDMS report writer/data extraction software
- Creation and use of additional user defined reports
- Support WebGAAP reporting, Legacy Cash Reports and fixed asset accounting
- Electronic direct deposit
- Support integration with third party software
- Provide assistance with loading a new or updated inventory file.

Education Support Fee

What is included?

- EMIS System and Services
- Data archival and retrieval support
- Help Desk during normal business hours
- Knowledgeable staff and resources to support business processes
- Training and timely implementation and documentation for software procedures and guidelines including new users and new applications
- Training and timely implementation and documentation for software procedures and guidelines including new users and new applications
- Software support for data entry, data processing, data import/export, staff demographic, staff employment, staff certification/course
- import/export, program codes, course, assessments, student demographic, student attendance
- Early childhood, graduate, funding, special education reporting, accountability reporting, career technical reporting
- Finance – Five Year Forecasts and fiscal year-end financial reporting
- Provide and support software enabling schools to report on time
- Creation and use of additional user defined reports
 - Distribution of and assisting in interpreting district state reports as they are received from ODE
 - Adequate and timely forums for user feedback
 - EMIS data collector support
 - Data submission and support assistance
 - Excel training
 - Local Report Card

INFOhio Fee

What is included?

- Help Desk support during normal business hours
- Knowledgeable staff and resources to support various INFOhio Services
- Offer the most recent automation software release as established by INFOhio
- Support state provided documentation as well as providing ITC specific documentation for software procedures and guidelines
- Training for new users and new applications, systems and software procedures as they become available
- Conduct INFOhio User Group Meetings and maintain other communication channels with users
- Creation and use of additional user defined reports
- Periodic and timely training for “start” and “end” of the year procedures
- Provide support to maintain data for library materials and patrons.

Disaster Recovery Fee

What is included?

- Includes off site back-up infrastructure
- Backup Software

Cyber Security Fee

What is included?

- ITC Cyber Security Insurance
- Implementation NIST Standard Policies and Controls
- Continuous active vulnerability scanning

Base Fee

What is included?

- This is the charge to receive services from NCOCC. This covers such things as personnel costs, equipment costs, rent, capital improvements, etc.



North Central Ohio Computer Cooperative

1495 W Longview Ave ~ Suite 100
Mansfield, OH 44906

T: (419) 747-8660 ~ F: (419) 747-8680
www.ncocc.net

FY '22 Fee Schedule

Cost calculations are made by multiplying the fee amount by the ADM of the district. The ADM calculation for all fees are established by using Student Information Systems data taken from October of the preceding fiscal year for our public schools or from auxiliary reports for our non-public schools.

*** Please Note: The Frontline Fee is now being provided on your SLA contract based on the actual cost Frontline is charging. Frontline is the company that provides the software for the ProgressBook|Suite.

Districts May Choose Bundle A or Bundle B

Bundle A: If a district wants to use an "ala carte" approach to purchasing Core Services (and does not take connectivity through NCOCC), the district will be charged the following prices per ADM. This fee structure is based on NCOCC's actual costs.

A district selecting Bundle A services must subscribe to the Disaster Recovery service, Cyber Security Service and the Base Fee. Districts may choose any or all the top four services at the following prices:

	<u>Bundle A</u>
1. Student Service Fee	\$ 9.73
2. Fiscal Service Fee	\$ 9.16
3. Educational Support Fee	\$ 6.57
4. INFOHIO	\$ 3.24 (\$5 for first year)
5. Disaster Recovery Fee (mandatory)	\$ 2.06
6. Cyber Security Fee (mandatory)	\$ 2.06
7. Base Fee (mandatory)	\$ 3.34
Total	\$43.37 per ADM

Actual Frontline Fees:

Pass through of actual Frontline Costs for district.

Bundle B: When a district takes connectivity through NCOCC they are eligible for the prices listed below:

A district must bundle at least two of the first four Core Services with connectivity. A district must subscribe to the Disaster Recovery Service, the Cyber Security Service and the Base Fee.

1. Student Service Fee	\$ 1.00 per ADM
2. Fiscal Service Fee	\$ 3.60 per ADM
3. Educational Support Fee	\$ 6.21 per ADM
4. INFOHIO	\$ 3.09 per ADM
5. Disaster Recovery Fee (mandatory)	\$ 2.06 per ADM
6. Cyber Security Fee (mandatory)	\$ 2.06 per ADM
7. Base Fee (mandatory)	\$ 3.34 per ADM
Total	\$21.36 per ADM

Actual Frontline Fees:

Pass through of actual Frontline Costs for district.

**XI. NCOCC-H-COG
Public School Computer Services Contract**

This is a continuing agreement for computer services, per a fee schedule approved annually by the NCOCC-H-COG General Assembly adopted this 1st day of July 2021 by between NOCCC/H-COG and Galion City School District Board of Education and remaining in effect until a successive agreement is approved.

- 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):

If to NCOCC/H-COG:

Name: Andy Melick
Address: NCOCC/H-COG
1495 W. Longview Ave.
Suite 100
Mansfield, Ohio 44906
Phone: 419-747-8660
Fax: 419-747-8680
e-mail: melick.andy@ncocc.net

If to Customer:

Name: Galion City School District
Address: 470 Portland Way N
City/State/Zip: Galion, OH 44833
Phone: 419-468-3432

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 Exhibit A attached and 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: Galion City School District
Printed name of Customer

FOR CONTRACT YEAR: FY '22



Charlene Parkinson

Signature of Treasurer or Fiscal Officer

05 / 06 / 2021

Date



Signature of Superintendent (Public Schools Only)

Date



Print to Hinson

Signature of NCOCC Director

05 / 04 / 2021

Date

On the next two pages, you will find Schedule 1 and Schedule 2 and the explanation for both.

Schedule 1 includes the annual charges for:

- Student Service
- Fiscal
- Educational Support
- INFOhio
- Disaster Recover
- Cyber Security
- Base Fee

Schedule 2 (Frontline Progressbook Pass-through) includes the charge for the ProgressBook Suite costs. Please note this is a pass-through cost. Frontline charges us the amount shown and then we charge you that same cost and pay Frontline.

The total fee to your district is a combination of Schedule 1 and Schedule 2.



**Heartland COG/North Central Ohio Computer Cooperative
(NCOCC)
Information Technology Center**

**Schedule 1
Service Level Agreement Fees**

This schedule is hereby part of the Service Level Agreement Contract. Charges will be incurred for only those services for which a charge is shown below. Services will be rendered for the period of the agreement.

1. Service Level Agreement Charges

- a. Annual Charges not to Exceed **\$34,069.20**
- b. The Student Information Systems Data ADM **1595**

Student Service	\$1,595.00
Fiscal	\$5,742.00
Educational Support	\$9,904.95
INFOhio	\$4,928.55
Disaster Recovery	\$3,285.70
Cyber Security	\$3,285.70
Base Fee	\$5,327.30



**Heartland COG/North Central Ohio Computer Cooperative
(NCOCC)
Information Technology Center**

**Schedule 2
Frontline Pass-through Fee**

The Frontline Fee below now is based on the actual cost Frontline is charging. Frontline is the company that provides the software for the ProgressBook Suite.

Frontline Pass-through	\$17,236.32
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Heartland COG/North Central Ohio Computer Cooperative (NCOCC)
LAN Management Contract
Contract Number: FI22-GALCS-LAN

This agreement ("Agreement") for the provisions of Services is entered into on this 23rd day of April, 2021 between the Heartland COG/North Central Ohio Computer Cooperative ("Provider") and Galion City Schools ("Customer"), as verified by the signatures on the signature page of this Agreement.

WHEREAS, Provider is an information technology center organized as a regional council of governments under Ohio law to provide communications and other technology services; and

WHEREAS, Customer is a public school district, community school, education service center, or other entity authorized to utilize the services of an information technology center such as Provider; and

WHEREAS, Provider through its information technology center 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, agree as follows:

I. DEFINITIONS

A. The following terms shall be defined as follows:

1. "*Customer*" shall mean the undersigned entity that has agreed to the terms and conditions of this Agreement.
2. "*Provider*" shall mean the Heartland COG/North Central Ohio Computer Cooperative (NCOCC).
3. "*Services*" shall mean all of the duties and ministrations in accordance with the items specified on Exhibits, attached.
4. "*User*" shall mean a school or person accessing the LAN Management services or equipment secured by Customer from Provider under this Agreement.
5. "*Third-Party Agreement*" shall mean an agreement between Provider and a third party or others to obtain service and otherwise facilitate the provisions of Providers' ("*Services*") to be provided to Customer under the ("*Agreement*").
6. "*LAN Management Service*" shall mean the Local Area Network Management as described in Exhibit A.

II. TERM AND RENEWAL OF AGREEMENT

This Agreement shall be for the period of 1 year(s) beginning July 1, 2021 and ending June 30, 2022.

III. PROVIDER'S GENERAL RIGHTS AND RESPONSIBILITIES

- A. Provider shall furnish Customer such Services as are described in the attached Exhibits. Provider will plan and coordinate all activities incidental to the implementation and provisions of the Services.
- B. Provider will be the point of contact for all service issues experienced by Customer related to the provision of Services.
- C. Provider may discontinue or limit Service upon thirty (30) days' written notice to Customer, to comply with a change in federal, state, or local law or regulatory requirements, or changes to any applicable Third-Party Agreement.
- D. Unless special arrangements are made and appended to this Agreement, Provider does not have a duty to monitor Customer or its User's usage of the Services. However, Provider shall not be prohibited from monitoring such usage.
- E. Provider reserves the right to discontinue Customer's access to Provider's Services and/or seek other legal or equitable relief for use of the Services by Customer or by its Users, if Customer has knowledge of such use and fails to address it, that Provider deems in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or in violation of any applicable Third-Party Agreement; or violate state or federal law; or are uncivil.
- F. Customer agrees that Provider shall have no responsibility for the accessing or transmitting of offensive or unlawful information by Customer or Customer's Users.

IV. CUSTOMER'S GENERAL RIGHTS AND RESPONSIBILITIES

- A. Customer shall undertake its obligations set forth in the attached Exhibits.
- B. Customer shall make its personnel and records available to the extent necessary to facilitate the planning, training and installation of the Services.
- C. Customer shall not resell any Services provided by Provider.
- D. Customer may utilize the Provider's Services provided hereunder only for educational and educational administrative-related activities.
- E. Customer acknowledges that Services are provided by Provider subject to and pursuant to the terms of a Third-Party Agreement. Customer has had an opportunity to review any applicable Third-Party Agreement(s) as are applicable now or may be applicable during the term of this Agreement.
- F. Customer shall not upload, post, transmit or otherwise make available on or via the Services provided under this Agreement any material (including any messages or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation.
- G. Customer acknowledges that beginning with the 2019 Funding Year, VoIP services are not eligible for E-rate funding through the Schools and Libraries Program of the Universal Service Fund.

V. CUSTOMER PAYMENTS

- 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 Customer on an annual basis. Payment of all invoices sent shall be due within thirty (30) days of the invoice date on the Customer's invoice.
- B. Customer agrees to pay all taxes, charges, surcharges and other similar amounts due in regard to the Services provided by this Agreement.
- C. Customer agrees to pay all costs incurred by Provider on behalf of Customer to provide Services through any applicable Third-Party Agreements, including increased charges, fees, collection costs, late fees, service charges, termination charges and any other costs imposed on the Provider under the Third-Party Agreement that relate to the provision of the Services to Customer and which are a result of Customer's actions.
- D. Customer agrees to pay for any installation costs if any such costs are incurred as a result of providing Services to Customer.
- E. Provider may at its sole discretion terminate or suspend the Services to Customer if any invoice payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights Provider may have for full payment. If Customer's Services are suspended, there may be a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above-described charges due by way of any Third-Party Agreement.

VI. FAILURE TO APPROPRIATE OR PAY FUNDS

- A. In the event the Customer shall fail to appropriate sufficient funds or to pay any or all obligations under this Agreement when due, then Customer agrees to be responsible for the following current and future charges:
 - 1. The contracted annual amount in full for the balance of the current fiscal year (July 1 – June 30), less the amount already paid by Customer for such fiscal year; and
 - 2. 100 percent (100%) of the monthly charges to Provider by any Third-Party Agreement on account of this Agreement for all remaining months and years of this Agreement.

VII. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- A. CUSTOMER EXPRESSLY AGREES THAT USE OF PROVIDER'S SERVICES UNDER THIS AGREEMENT IS AT CUSTOMER'S SOLE RISK. THESE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY EMPLOYEES OR PROVIDER'S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND. .
- B. PROVIDER DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL MEET ANY SPECIFIC CUSTOMER OR USER REQUIREMENTS, OR THAT SERVICE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, A RESULT OF LOSS OF OPERATION, OR INABILITY TO USE PROVIDER'S SERVICES BY CUSTOMER OR ITS USERS. THE CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

- C. Customer understands and agrees that Provider will exercise no control over the Services. Customer will make no claim against Provider for the use of Services, including transmission of information that is offensive, a violation of the law, or the actionable violation of others' rights. Customer assumes full responsibility for any and all access to, transmission and usage of the Services by it or its Users.
- D. Customer understands and agrees that Provider shall have no responsibility for Customer's or its Users' accessing or transmitting offensive or unlawful information, interference or unlawful access to other's information, or other offensive or unlawful activity for which Provider's Services are used.
- E. Customer agrees that Provider shall not be liable for failure to provide Services if such failure is caused by acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for Provider to provide the Services, or other event(s) not reasonable within the control of Provider.
- F. Customer agrees that Provider shall not be liable as a result of the actions, errors, omissions, or negligence of Customer or its personnel, employees, agents or Users.
- G. Customer agrees that Provider shall not be liable with regards to Third-Parties for any action, error, omission, or negligence of Customer and/or its Users.
- H. CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSE AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT AND OTHER INTELLECTUAL PROPERTY CLAIMS SUSTAINED BY ANY PERSON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF PROVIDER'S SERVICES TO THE EXTENT PERMITTED BY LAW.

VIII. PROPERTY

- A. Any hardware installed by Provider, including but not limited to routers and switches necessary for the provision of Services to Customer and all related software and documentation ("Service Equipment") shall irrevocably and under all circumstances remain with Provider and its designee, and Customer will protect Provider's rights, title and interest therein against all persons. Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises.
- B. Any hardware installed by a Third-Party, including but not limited to routers and switches necessary for the provision of Services to Customer and all related software and documentation remain the property of the Third-Party.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer, to the extent required by law.
- 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, Customer agrees not to disclose any information or documentation obtained from Provider.

X. 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 address set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Customer:

Name: Galion City Schools
Attention: Jennifer Allerding
Address: 470 Portland Way North
City, ST Zip: Galion, OH 44833
Phone: 419-468-3432
Email: Allerding.jennifer@galionschools.org

2. If to Provider:

Name: Heartland COG/North Central Ohio Computer Cooperative (NCOCC)
Attention: Brent Winand, ITC Director
Address: 1495 W Longview Ave. Suite 100
City, ST Zip: Mansfield, OH 44906
Phone: 419-747-8660
Email: winand.brent@ncocc.net

XI. GENERAL PROVISIONS

- A. **Successors.** This Agreement shall be binding upon and shall inure the benefit of parties hereto and their respective successors and assigns.
- B. **Assignments.** This Agreement and the rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of the non-assigning party to this Agreement.
- C. **Modification, Waiver, Discharge, etc.** This Agreement may not be 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 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 here of 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 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.
- D. **Captions.** The captions in the Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope of intent of this Agreement or any of the provisions hereof.
- E. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto, including Users as defined by this Agreement.
- 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 writings 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, without regard to conflict of laws and provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. 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 the Agreement, the terms "include" or "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 governmental laws and regulations applicable to the Services. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- K. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing, including the sections regarding warranties and limitations on liability. 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.

By signing this Agreement, the individual signing ("Signatory") certifies:

- A. They are authorized to sign on behalf of Customer; and
- B. Customer's ability to enter into and legally be bound by the Agreement in accordance with local and/or state law, and
- C. They are not affiliated with the Heartland COG/North Central Ohio Computer Cooperative in any capacity including the position of NCOCC Board Member; and
- D. 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; and
- E. If Customer is another educational entity, Signatory certifies that this Agreement has been approved by formal action of its Board; and
- F. That they have read, understand and agree to the terms of this Agreement, including the provisions of the attached Exhibits which are hereby incorporated into this Agreement by reference, on behalf of their respective entities; and
- G. All information provided in connection with this Agreement is true and accurate.

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

FOR CUSTOMER:

Galion City Schools

Printed name of Customer

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

FOR PROVIDER:

Heartland COG/North Central Ohio Computer Cooperative

Printed name of Provider


Signature of Authorized Provider Representative

05 / 04 / 2021

Date

Brent Winand

Printed name of Authorized Provider Representative

Exhibit A

This Exhibit is hereby made part of the Agreement entered into between the Provider and the Customer, as defined in the Agreement for the contract beginning July 1, 2021 and ending June 30, 2022. The following additional terms and conditions apply to the Agreement for the period beginning July 1, 2021 and ending June 30, 2022.

Customer may choose to upgrade or add services per the attached Schedule 1 and Charts A and B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. The corresponding rates will be prorated and adjusted based on current rates. If Customer seeks a downgrade of Service, Provider will pass through any termination fees or Third-Party fees associated with the downgrade request and Customer shall be responsible for such fees.

A. SERVICES

1. The Service provided and their attendant costs are set forth on Schedule 1 attached hereto and incorporated herein by reference.
2. Provider will provide LAN Management Service to the following service location(s):

Galion City Schools 470 Portland Way North Galion, OH 44833

B. PROVIDER'S OBLIGATIONS

1. Provider will provide LAN Management Services as specified on Schedule 1.
2. Provider shall provide technical support during Provider's established business hours.
3. Provider shall provide the integration of voice, video, and data using established connectivity standards.
4. Provider shall plan and coordinate all activities incidental to the implementation of the LAN.
5. Provider shall provide design and consulting services for LAN upgrades.
6. Provider shall provide VLAN management.
7. Provider shall provide coordination of IP Address/Subnet structure.
8. Provider shall provide access control to LAN equipment using established network standards.
9. Provider shall provide network monitoring of core LAN equipment and building links.
10. Provider shall provide support for LAN connectivity issues.
11. Provider shall provide coordination, installation, and configuration of LAN hardware replacement from hardware failures or acts of God.
12. Provider shall provide configuration changes as requested.
13. Provider shall provide off-site backup of LAN equipment configurations.
14. Provider shall maintain a LAN equipment inventory.

C. PROVIDER SERVICE LEVELS

1. Provider shall provide the following service levels and acknowledgement thresholds:

Level	Criteria	Acknowledgement
1 (Support)	Involves more than 24 individuals. Impact has a critical effect on the educational or administrative process. No work around is available. i.e. building network is down.	4 business hours
2 (Support)	Involves up to 24 individuals. Impact has a limited effect on the educational or administrative process. No work around is available. i.e. 1 switch fails to work.	4 business hours
3 (Support)	Involves less than 24 individuals. Impact has no effect on educational or administrative process. Work around is available. i.e. 1 switch reboots every morning.	8 business hours
4 (Request)	Configuration change. Impact has no effect on educational or administrative process. No work around is needed. i.e. change port configuration.	8 business hours
5 (Request)	Project. Impact has no effect on educational or administrative process. No work around is needed. i.e. Change IP subnets.	16 business hours

D. CUSTOMER'S OBLIGATIONS

1. Customer shall provide Provider with appropriate and sufficient rack space, climate control and electrical power to facilitate the installation and operation of any LAN equipment.
2. Customer shall provide surge suppression for all devices either directly or indirectly connected to the LAN equipment.
3. Customer shall not connect any LAN equipment to the managed LAN without prior written approval of Provider.
4. Customer shall provide physical access to locations and telecommunication closets as needed by Provider.
5. Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the LAN Management Service.
6. Customer shall bear the financial responsibility for the cost of replacement LAN equipment in the event of a hardware failure or acts of God.

E. CUSTOMER INITIATION METHODS

1. Customer shall use the initiation method along the following service levels criteria:

Level	Criteria	Initiation Method
1 (Support)	Involves more than 24 individuals. Impact has a critical effect on the educational or administrative process. No work around is available. i.e. building network is down.	Voice call to 419-747-8660 or 419-747-8676. Provider's helpdesk website or email to Provider's helpdesk website.
2 (Support)	Involves up to 24 individuals. Impact has a limited effect on the educational or administrative process. No work around is available. i.e. 1 switch fails to work.	Provider's helpdesk website or email to Provider's helpdesk website.
3 (Support)	Involves less than 24 individuals. Impact has no effect on educational or administrative process. Work around is available. i.e. 1 switch reboots every morning.	Provider's helpdesk website or email to Provider's helpdesk website.
4 (Request)	Configuration change. Impact has no effect on educational or administrative process. No work around is needed. i.e. change port configuration.	Provider's helpdesk website or email to Provider's helpdesk website.
5 (Request)	Project. Impact has no effect on educational or administrative process. No work around is needed. i.e. Change IP subnets.	Schedule project work in advance. Provider's helpdesk website or email to Provider's helpdesk website.

Schedule 1

This Schedule is hereby made part of the Agreement entered into between the Provider and the Customer, as defined in the Agreement for the contract beginning July 1, 2021 and ending June 30, 2022. The following additional terms and conditions apply to the Agreement for the period beginning July 1, 2021 and ending June 30, 2022.

CHART A

DESCRIPTION	Amount
LAN Management Service	\$10,152.00
Core Service Discount	\$10,152.00
Total	\$0.00

CHART B

DESCRIPTION	PRICE
New equipment installation (onsite) per hour	\$100.00
New equipment installation (remote) per hour	\$50.00
After business hours work per hour	\$125.00
Network certification	\$75.00
Structured cabling (time and materials)	TBD
Patch cables (time and materials)	TBD

Exhibit A

This Exhibit is hereby made part of the Agreement entered into between the Provider and the Customer, as defined in the Agreement for the contract beginning July 1, 2019 and ending June 30, 2024. The following additional terms and conditions apply to the Agreement for the period beginning July 1, 2020 and ending June 30, 2021.

Customer may choose to upgrade or add services per the attached Schedule 1 and Charts A and B by providing a written request. Delivery of upgraded Service is anticipated no earlier than 30 business days after acceptance of the written upgrade request. The corresponding rates will be prorated and adjusted based on current rates. If Customer seeks a downgrade of Service, Provider will pass through any termination fees or Third-Party fees associated with the downgrade request and Customer shall be responsible for such fees.

A. SERVICES

1. The Service provided and their attendant costs are set forth on Schedule 1 attached hereto and incorporated herein by reference.
2. Provider will provide VoIP Service to the following service location(s):

Galion City Schools 470 Portland Way North Galion, OH 44833

B. PROVIDER'S OBLIGATIONS

1. Provider will provide VoIP Services as specified on Schedule 1.
2. Provider shall provide technical support during Provider's established business hours.
3. Provider shall provide VoIP Service using established connectivity standards.
4. Provider shall plan and coordinate all activities incidental to the implementation of the VoIP Service.
5. Provider shall provide configuration, maintenance, and upgrades of the VoIP System.
6. Provider shall provide configuration, maintenance, and upgrades of VoIP gateways.
7. Provider shall provide VoIP handset configurations (adds, moves, and changes).
8. Provider shall provide support for VoIP issues related to the service under the Provider's control.
9. Provider shall provide training for 1 or 2 local trainers.

C. CUSTOMER'S OBLIGATIONS

1. Customer shall provide Provider with appropriate and sufficient rack space, climate control and electrical power to facilitate the installation and operation of any VoIP equipment.
2. Customer shall provide surge suppression for all devices either directly or indirectly connected to the VoIP Service.
3. Customer shall provide physical access to locations and telecommunication closets as needed by Provider.

4. Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the VoIP Service.
5. Customer shall provide Power Over Ethernet ("PoE") LAN equipment needed for the distribution of the VoIP Service.
6. Customer shall provide PoE LAN equipment replacement from hardware failure or acts of God.
7. Customer shall provide all VoIP handsets compatible for use under NCOCC's established connectivity standards.
8. Customer shall provide all VoIP handset replacements from hardware failures or acts of God.
9. Customer shall be responsible for any issues with 3rd party applications and/or equipment that may intersect or interfere with the VoIP Service.
10. Customer shall be responsible for Plain Old Telephone System ("POTS") or Public Switch Telephone Network ("PSTN") interconnects via analog, Primary Rate Interface ("PRI") or Session Initiation Protocol ("SIP") technologies.

Schedule 1

This is hereby made part of the Agreement entered into between the Provider and the Customer, as defined in the Agreement for the contract beginning July 1, 2019 and ending June 30, 2024. The following additional terms and conditions apply to the Agreement for the period beginning July 1, 2021 and ending June 30, 2022.

CHART A

DESCRIPTION	QUANTITY	PRICE	AMOUNT
Cisco FLEX Collaboration License	230	\$54.00	\$12,420.00
NCOCC Hosted VoIP Service	230	\$54.00	\$12,420.00
Total			\$24,840.00

CHART B

DESCRIPTION OF OPTIONAL SERVICES	AMOUNT
Additional Cisco FLEX Collaboration License per phone/user	\$54.00
Additional NCOCC Hosted VoIP Service per phone/user	\$54.00

TITLE	Galion City Level Agreements and Contract for FY '22 Service
FILE NAME	Galion.docx, FI22-GALCS-LAN.pdf and 1 other
DOCUMENT ID	50ec37364af64d0081d52a85157ed137d47ac4e1
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History



SENT

05 / 04 / 2021

07:57:17 UTC-5

Sent for signature to Jennifer Allarding (allarding.jennifer@galionschools.org) and Charlene Parkinson (parkinson.charlene@galionschools.org) from contracts@heartlandcog.org
IP: 208.108.119.65



VIEWED

05 / 06 / 2021

11:50:13 UTC-5

Viewed by Charlene Parkinson (parkinson.charlene@galionschools.org)
IP: 208.108.115.38



SIGNED

05 / 06 / 2021

11:51:17 UTC-5

Signed by Charlene Parkinson (parkinson.charlene@galionschools.org)
IP: 208.108.115.38



INCOMPLETE

05 / 06 / 2021

11:51:17 UTC-5

This document has not been fully executed by all signers.