



Galion City School District

North Central Ohio Computer Cooperative/
Heartland - Council of Governments

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

FY - 19

NORTH CENTRAL OHIO COMPUTER COOPERATIVE/ HEARTLAND COUNCIL OF GOVERNMENTS

Services Service Level Agreement

This Computer Services Agreement ("Agreement") is made July 1, 2018, 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, 2018 through June 30, 2019 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 (Brent Winand).

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
SIS	nco-attach-sis@ncocc-k12.org	LuAnn Trumpower	trumpower.luann@ncocc.net	SIS/DSL/DASL/PB
INFOhio	nco-attach-infohio@ncocc-k12.org	Susan Baughman	baughman.susan@ncocc.net	INFOhio
FISCAL	nco-attach-fiscal@ncocc-k12.org	Tammy Bole	bole.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		Brent Winand	winand.brent@ncocc.net	Computer Site Activities Problem Escalation

EXHIBIT A

NCOCC/H-COG SERVICES

1. EMIS System and Services

- Data archival and retrieval support.
- Help desk support during normal business hours.
- Knowledgeable staff and resources to support business process.
- 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, assessments, student and staff demographic/attendance, student program codes, student class/subject, staff employment, staff certification, early childhood, special education reporting, accountability reporting, career technical reporting, and Title I reporting.
- Finance – 5 year forecast 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

2. School Accounting Systems

- Data archival and retrieval support.
- Help desk support during normal business hours.
- Knowledgeable staff and resources to support business process.
- Upgrade software and hardware to latest version promptly.
- Documentation for software procedures and guidelines.
- Software support for data-entry, data processing, data import/export.
- Training for systems and software procedures.
- Support for required applications, data management and reporting as defined by the Ohio Department of Education and the State Auditor's Office.
- Periodic and timely in-service for end-of-year processing and closing of records.
- Spread sheet support
- UDMS report writer/data extraction software.
- Creation and use of additional user defined reports.
- Support USAS integration with third-party software.
- Support WebGAAP reporting and Legacy Cash Reports

3. Staff Payroll Systems

- Data archival and retrieval support.
- Help desk support during normal business hours.
- Knowledgeable staff and resources to support business process.
- 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.
- Training for systems and software procedures.
- Support for required applications, data management and reporting as defined by the Ohio Department of Education and the State Auditor's Office.
- Electronic Direct Deposits.
- Periodic and timely in-service for end-of-year processing and closing of records.
- UDMS report writer/data extraction software.
- Spreadsheet support
- Creation and use of additional user defined reports.
- Support USPS integration with thirty-party software.

4. Equipment Inventory System

- Data archival and retrieval support.
- Help desk support during normal business hours.
- Knowledgeable staff and resources to support business process.
- Documentation for software procedures and guidelines.
- Software support for data-entry, data processing, data import/export, equipment inventory, and vehicle inventory.
- Training for systems and software procedures.
- Support for GAAP reporting and fixed asset accounting.
- Support for required applications, data management and reporting as defined by the Ohio Department of Education and the State Auditor's Office.
- Periodic and timely in-service for end-of-year processing and closing of records.
- Provide assistance with loading a new or updated inventory file.

5. INFOhio Electronic Resources, Media Center/Library Automation and Services

- 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 DASite 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's 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-year procedures.
- Provide support to maintain data for library materials and patrons.

6. Student Administration Systems

- Data archival and retrieval support.
- Help desk support during normal business hours.
- Knowledgeable staff and resources to support business process.
- 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 Vender Link.
- Periodic and timely in-service for end-of-year processing and opening or closing of records.
- Student Scheduling, grade reporting, interim reporting, attendance reporting, registration, fee accounting, student medical information
- ProgressBook Special Services program.
- ProgressBook gradebook
- ProgressBook student information system
- Student demographics and student discipline tracking.
- Student transcripts and student graduation verification.
- EMIS compliance procedures.
- 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.

7. Staff Development/Audio, Visual

- Provide assistance as needed with video conferencing and on demand video programs.
- Provide professional staff development with video conference and on demand video program integration into curriculum.
- Develop, plan, and implement professional development tailored to meet individual district needs.
- Provide training and assistance for technology integration into district and classroom environments
- Plan, develop, and provide professional staff development for ProgressBook, Moodle, Event Scheduler, Link/Roster Verification, and other services as needed.
- Provide professional resources for classroom educators via MyNCOCC web page and Moodle.



Exhibit B
FY '19 Fee Schedule

Cost calculations are made by multiplying the fee amount by the student head count for the district.
*** Please Note: The student head count calculation for the Student Service Fee, DataMap and Virtual Classroom is established by using Software Answers' data. Software Answers is the company that provides the software for the ProgressBook Suite. The ADM calculation for all other fees is 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.

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 and the Cyber Security Service. Districts may choose any or all the top four services at the following prices:

1. Student Service Fee	\$15.48 per Software Answers Count
2. Fiscal Service Fee	\$ 8.89 per ADM**
3. Educational Support Fee	\$ 7.35 per ADM**
4. INFOHIO	\$ 3.15 per ADM**
5. Disaster Recover Fee (mandatory)	\$ 2.00 per ADM**
6. Cyber Security Fee (mandatory)	\$ 2.00 per ADM**

Add on Options:

DataMap	\$ 3.00 per Software Answers Count
Virtual Classroom	\$ 2.50 (if the entire district subscribes) per Software Answers Count
	\$ 4.00 (if subscribed to by building or grade level)

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 and the Cyber Security Service.

1. Student Service Fee	\$ 7.00 per Software Answers Count
2. Fiscal Service Fee	\$ 3.50 per ADM**
3. Educational Support Fee	\$ 7.00 per ADM**
4. INFOHIO	\$ 3.00 per ADM**
5. Disaster Recover Fee (mandatory)	\$ 2.00 per ADM**
6. Cyber Security Fee (mandatory)	\$ 2.00 per ADM**

Add on Options:

DataMap	\$ 2.86 per Software Answers Count
Virtual Classroom	\$ 2.50 (if the entire district subscribes) per Software Answers Count
	\$ 3.75 (if subscribed to by building or grade level)

** Reference Article IV, Letters E and F on Pages 3 and 4 of this document.

Adopted – December 11, 2017

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 2018 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: Brent Winand

Address: NCOCC/H-COG
1495 W. Longview Ave.
Suite 100
Mansfield, Ohio 44906

Phone: 419-747-8660

Fax: 419-747-8680

e-mail: Winand.brent@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



Signature of Treasurer or Fiscal Officer

Date



Signature of Superintendent (Public Schools Only)

Date





Signature of NCOCC Director



Date



**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 **\$44,303.00**
- b. *The Student Information Systems Data ADM **1746**
- c. **Software Answers ADM **1964**

*Fiscal	\$6,111.00
*Educational Support	\$12,222.00
**Student Information Systems	\$13,748.00
*InfOhio	\$5,238.00
*Disaster Recovery	\$3,492.00
*Cyber Security	\$3,492.00
**DataMap	
**Virtual Classroom	