NORTHEAST OHIO MANAGEMENT INFORMATION NETWORK

Information Systems Agreement for
Computer Services Dated: July 1, 2020

This agreement is hereby entered into by and between **Buckeye Local Schools** (hereinafter referred to the "District") and the North East Ohio Management Information Network (hereinafter called "NEOMIN").

I.   Term and Renewal

This agreement shall be for the period of two (2) years beginning July 1, 2020, and ending June 30, 2022, and thereafter, for two-year repeating terms unless on or before one hundred eighty (180) calendar days prior to the date last above mentioned, or on or before one hundred eighty (180) calendar days prior to the expiration of any such renewal period in which case the Agreement shall terminate on either the original termination date or the renewal end date.

II.   Performance

A. NEOMIN Responsibilities

1. NEOMIN will provide support and services for the following systems:

   a.   Fiscal Application Systems
        i.   Governing Board Approved Fiscal Application Software
        ii. Third Party Software Integration
        iii. Report Generating Software
        iv. Reflections Terminal Emulation Software
        v.   Data Archive

   b.   Student Information Application Systems
        i.   Governing Board Approved Student Information System Application Software
        ii. Item Analysis / Data Driven Support
        iii. Third Party Software Integration
        iv. Report Generating Software
        v.   Data Archive

   c.   Network Application Systems
        i.   Governing Board Approved Network Application Software
        ii. Licensees for Governing Board Approved Network Application Software
        iii. eMail Accounts
        iv. eMail virus scanning
        v.   Anti-Spam software for eMail
        vi. Internet Filtering software
        vii. Web Site Hosting

   d.   Library Application Systems
        i.   Governing Board Approved Library Application Software
        ii. Library Reporting Software

   e.   EMIS Application Systems
        i.   State / ODE / NEOMIN Governing Board Approved Reporting Application Software
        ii. Licenses for State / ODE / NEOMIN Governing Board Approved Reporting Application Software
        iii. State Reporting Data Management

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f. Service all NEOMIN Governing Board defined software that is integrated into the NEOMIN systems.

g. Service all Governing Board defined hardware devices, such as edge routers or switches that are used by the District to access and utilize the above-mentioned systems.

h. It is understood and agreed that licenses and their costs are not included in system support and services provided by NEOMIN.

2. The support and services provided will include, but not be limited to:

a. Providing Help-Desk support for software, hardware and network utilization

b. Developing and documenting standards and procedures for effective use of all systems

c. Conducting training and seminars to expand effectiveness of NEOMIN network

d. Evaluating hardware/software/network for User review

e. Designing and implementing software/hardware/network enhancements based on User requests

f. Maintaining all hardware/software/network systems

3. NEOMIN will provide training to district personnel to permit the district to perform all system functions and procedures, as required to create all system reports, in accordance with generally accepted data processing procedures, and in compliance with the Ohio Education Computer Network.

4. NEOMIN shall exercise normal care in preserving and protecting the confidentiality of information and materials furnished by the District.

5. NEOMIN agrees not to disclose any materials, information, or other data relating to the District's operations, to other individuals, districts, or governmental agencies without prior written consent from the District, or unless served with legal process whereupon NEOMIN shall give prompt notice to the District who, at its own expense, shall take whatever legal steps it believes necessary to protect confidential non-public or otherwise privileged information.

6. NEOMIN will at all times maintain open communications to the District through phone support, E-mail, site visits, and User Group participation.

7. NEOMIN will be technologically responsive to the District in assisting their development and/or installation of a technology plan from classroom to administration as approved by the Governing Board.

8. NEOMIN will be guided in its future planning by the district through its participation in the user groups.

9. NEOMIN will maintain a backup of financial and student data for a period of seven (7) years.

10. NEOMIN will retain both student and EMIS data on-line for one year following the actual year of use. After the one-year period has expired, NEOMIN will provide a storage media for the data for a period of seven (7) years. A District will be charged an amount determined by the Governing Board per request for restoring all data from the storage media for access and use. The restored data will be available to the District for a one-week period.

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11. INFOhio access will be available as scheduled and following completion of the required library preparation procedures. The INFOhio vendor through their contracts with the State requires an additional charge for access to the software. The charge will be a one-time fee per student that will go directly to the vendor. There will also be an additional one-time fee per building for new and/or existing buildings to cover the cost of system set-up and training. These fees will be determined by the Governing Board upon request of the service.

12. NEOMIN will provide, as approved by the Governing Board, special "Elective Services" in which each district can participate, if so desired. The "Elective Service" will be fully described and documented for district review. For each service that has been selected the following guidelines will apply:

   a. Each participating District(s) will fund the service. The cost will include hardware, software networking equipment, salaries, benefits, facilities and general expenses.

   b. Each participating District(s) will sign a contract for the desired services which will include service definition, responsibilities, costs and funding time-frames.

B. District Responsibilities

1. The District will make its personnel and records available to the extent necessary to facilitate the planning, training and implementation process.

2. The District agrees to provide such written evidence of the approval of this Agreement as may be required by law.

3. Except as required by law, the District agrees not to disclose any information or documentation obtained from NEOMIN in the course of operating the system.

4. The District agrees to pay NEOMIN a charge for the support, reports and services provided. Such charges shall be computed as outlined in Section III. Charges are subject to change annually with the approval of the NEOMIN Governing Board and the general assembly.

5. The District agrees to pay NEOMIN for any additional consumables, cost for paper, ribbons, print heads, rented or purchased equipment, and other supplies incidental to the operation of the system if required and documented in Section III, Part B. Such charges shall commence upon delivery and/or installation of the specified items in the District.

6. Unless otherwise mutually agreed, all source documents and informational reports shall be transported to and from the District and the Data Center at the District's expense.

7. The District should send an appropriate representative to the User Groups, general presentations, and/or open discussions in order to participate in the overall direction of NEOMIN.

8. The District should attend all appropriate training classes conducted by NEOMIN.

9. The District will utilize the documentation and training offered by NEOMIN to use the Hardware/Software/Network systems in such a way as to solve minor problems without the need for direct NEOMIN support.

10. The District will enter, control and utilize data relating to their operation in a responsible manner.

11. The District will follow the guidelines established by NEOMIN and/or its User Groups that are approved by the Governing Board.

12. The District grants permission to NEOMIN to transmit required district data to the State for EMIS data collection and reports as well as generating necessary reports for the appropriate County Educational Service Center, Joint Vocational School or Career Center.

13. The District must have a District Board of Education approved Internet "Acceptable Use Policy". The policy should state, in part, that: Users are taking full responsibility and are agreeing to indemnify and hold NEOMIN that provides the computer and Internet access opportunity to the School District and all of their administrators and staff harmless from any and all loss, cost, claims or damages resulting from the user's access to the computer network and the Internet.

14. If the district participates in an "Elective Service", the district will review, sign and follow the specifications of the agreed to contract, including but not limited to:

    a. Responsibilities of both parties

    b. Funding method and time frames

    c. Service availability time frames

15. The district will provide insurance coverage on all district owned equipment located at the district used to access and print data located at NEOMIN as well as all Network equipment owned by the district. NEOMIN will only provide insurance coverage on network equipment owned by NEOMIN, but located at the district, including but not limited to: switches, routers and associated edge devices.

16. The District will keep NEOMIN informed of any changes to the district's inventory regarding newly installed equipment, equipment deleted from service or equipment that was moved to another location. If inventory changes are not reported and maintenance is requested on the equipment, the district may be responsible for all of the costs associated with specific maintenance call and subsequent work.

17. The District owns and is responsible for archiving their eMail and eMail logs.

18. The District agrees that support will only be provided for software packages or applications approved by the NEOMIN Governing Board.

III.   Cost

The following will document the two areas of cost relative to NEOMIN's operation.

A. Per Student Cost
   Based upon the District's ADM (i.e., student enrollment numbers) reported in a Governing Board approved ADM Detail Report for traditional school districts, and a Governing Board approved EMIS Data Collector Enrollment Headcount Detail Report for ESCs, Career Centers, and Community Schools, the District will be assessed a "per student" charge as set by resolution approved at the annual general assembly meeting. This charge will be billed to the District in two (2) installments, the first installment of 50% of the project billing amount to be paid within (30) days of issuance of the invoice and the remaining billing amount, adjusted for the student enrollment method stated above, to be paid within (30) days of the issuance of such invoice.

   The charge will be for the following support services:

   1. Financial Software System comprising:

    a.   Fund Accounting
    b.   Payroll
    c.   Personnel
    d.   Fixed Asset Reporting
    e.   Year-End Processing including W2 Forms/Microfiche/CD Roms
    f.   Backup of Financial Data maintained on NEOMIN servers

2. Student Software System comprising:
    a.   Grade Reporting
    b.   Scheduling
    c.   Attendance
    d.   Transcripts
    e.   Other approved student modules
    f.   Backup of Student Data maintained on NEOMIN servers

3. INFOhio
    a.   SIRSI Library automation software for licensed buildings
    b.   INFOhio Electronic Resources for all buildings (contingent on state funding)

4. EMIS Software comprising:
    a.   Extracts
    b.   Aggregations
    c.   State Reports
    d.   Interface to Student and Financial systems
    e.   Backup of EMIS data maintained on NEOMIN servers

5. UDMS/SAFARI Data Reporting System
    a.   UDMS
    b.   SAFARI (PC version)
    c.   Maintain appropriate data dictionaries

6. E-mail

7. Support by Help Desk, phone, E-MAIL or on-site consultation on use and problem resolution relating to the available software.

8. Monthly In-service seminars on various subjects as determined by the User Groups.

9. Maintenance of all Governing Board approved software as well as hardware and communication equipment attached to the network and identified in the inventory.

10. Documentation relating to the use of all software and hardware products.

11. Transmission of data whether electronically or via other media to State offices.

12. Appropriate centrally or remotely located equipment that permits the ready access to all data and software systems.

13. Internet filtering services controlled by individual districts.

14. Virus scanning on all incoming and outgoing email messages for email accounts in the neomin.org email domain.

15. Providing anti-spam filtering of incoming email messages for email accounts in the neomin.org email domain.

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B. Per Usage Costs

The following software and services will be billed to the district monthly, per each documented use and billed at the time of use and must be paid within 30 days following receipt of the invoice.

1. Licensing pre-approved by the Governing Board, including:
   a. Approved Governing Board core Student Service software package(s).

   b. Approved Governing Board core Fiscal Service software package(s).

   c. Approved Governing Board Special Education software package(s).

   d. Other approved Governing Board software that integrates with NEOMIN's core software package(s).

   e. Licensing costs for software chosen for utilization by the District shall be passed on to the District and be paid by the District to NEOMIN as invoiced per the utilization by the District as set forth in the billing statement of the software provider.

2. Printing of Fiscal forms including W2 and 1099 in excess of three copies of each form.

3. INFOhio and Medianet charges based on current state contract.

4. District owned hardware purchases, including all installation costs.

5. District owned network purchases, including intra-building wiring and network equipment, PC/Mac software and all installation costs.

6. Specially requested software purchases including future maintenance requirements.

7. New software not covered in "Per Student" charge that will be covered under "per student" in coming fiscal years, but is newly installed in the current fiscal year.

8. A District will be charged a fee determined by the Governing Board per request for restoring any and/or all data from the storage medium for access and use. The restored data will be available to the District for a period of one week.

C. "Elective" Service Billings

For those "Elective" Services that the district has selected to participate, the district will be billed on a "per student" charge based on Section III A of all participating districts and the cost of the service. The district will be billed for their share in accordance with the "Billing Requirements" Section III D-1.

D. Billing Requirements

1. Charges for "per student" charges will be billed to the District twice a year and paid by:

   July 31: 50% of the projected Billing Amount March 30: Remaining 50% of the projected Billing Amount, adjusted for final student enrollment.

   All incidental charges will be billed monthly in arrears as incurred.

2. All payments are due within thirty (30) days of receipt of invoice. Late payments may result in the cancellation of services to the District by NEOMIN.

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IV. Hardware/Software/Special Services Ordering Procedures

The following procedure indicates the method of ordering services and/or hardware/software from NEOMIN.

A. The District shall notify NEOMIN by E-MAIL or a letter indicating the service, hardware or software desired by the district.

   NOTE: The service can be an evaluation to determine future hardware, software or personnel requirements.

B. NEOMIN will respond and establish appropriate meetings and/or timeframes required to complete the request.

C. NEOMIN will identify all reasonable alternatives and their associated cost.

D. The District will make a final decision and issue a purchase order for the required items to the appropriate vendor(s).

E. District will pay the vendor for the services as documented in the original purchase order.

V. Liability

A. NEOMIN shall be liable to the District for failure to provide any services only if such failure is due to the negligence of NEOMIN. In this event, NEOMIN will be liable only to the extent of recreating the reports relating to such services if the same can be reasonably performed, and if the District provides NEOMIN with all source data necessary for such work. In the event such work cannot be performed for any reason, the maximum reimbursement from NEOMIN to the District shall not exceed the total amount which was received by NEOMIN for the incomplete or lost service due to the negligence of NEOMIN.

B. Except for the express warranties set forth herein, NEOMIN disclaims all warranties with regard to the equipment, software and services described herein, including all implied warranties of merchantability and fitness for a particular purpose; and the stated expressed warranties and responsibilities are in lieu of obligations or liabilities on the part of NEOMIN for damages, including but not limited to special, indirect, or consequential damages arising out of or in connection with the use or performance herein. This disclaimer is not intended and shall not apply to the district's entitlement to the benefit of manufacturer's or producer's warranties for equipment or software which shall be governed by any agreement that may be available under such terms and conditions existent.

C. It is agreed that NEOMIN shall not be liable for any damages incurred as a result of the errors or omissions of the District, its personnel, employees, or agents.

D. NEOMIN shall not be liable for failure to perform if such failure is due to causes or conditions beyond their control as determined by the NEOMIN Governing Board and the District waives any and all such claims against NEOMIN.

E. NEOMIN shall not be responsible nor liable for any claims, losses, damages or costs (including attorney fees or other legal expenses) of any kind suffered, directly or indirectly, by any user or the user's parent(s) or guardian(s) the arising out of the user's use of the computer networks or the Internet. The District shall require each user/parent/guardian to execute an appropriate waiver holding NEOMIN harmless and waiving any and all such claims against NEOMIN. The District hereby agrees to waive any such claims it may have regarding or arising from such use against NEOMIN and will hold NEOMIN harmless and indemnify it for any such claims brought on the District's behalf of its' users.

VI.   Property

    A. All tapes, disk packs, computer programs, written procedures and similar items utilized or developed in connection with this Agreement are to be considered the property of NEOMIN, not of the District.

    B. All data files shall remain the property of the District. In the event this Agreement is terminated, NEOMIN agrees to return all available files to the District as soon as may be reasonable, after the date of termination.

AGREED TO BY:

_____   _____   _____
DISTRICT SUPERINTENDENT PRINT   DISTRICT SUPERINTENDENT SIGN   DATE

_____   _____   _____
DISTRICT TREASURER PRINT   DISTRICT TREASURER SIGN   DATE

_____   _____   _____
NEOMIN FISCAL AGENT PRINT   NEOMIN FISCAL AGENT SIGN   DATE

_____   _____   _____
NEOMIN DIRECTOR PRINT   NEOMIN DIRECTOR SIGN   DATE