



OSBA Services Agreement Statement of General Terms

Ohio Revised Code Section 3313.171 allows a board of education to expend funds for consultant services for any purpose related to the business administration of the district. Pursuant to this authority, this agreement is made between the Ohio School Boards Association (hereinafter referred to as the "Consultant"), a nonprofit corporation with its principal place of business at 8050 N. High Street, Suite 100, Columbus, OH 43235 and the **Northwest Local School District** (hereinafter referred to as the "Board"), with its principal place of business at 3377 Compton Road, Suite 110, Cincinnati, OH 45251 for the purpose of providing a **Board of Education Handbook Service**.

The parties agree that the Consultant will provide the services as outlined in the addendum in exchange for consideration and the Board will perform the responsibilities outlined in the addendum, which is hereby acknowledged and made a part of this Agreement. This statement of general terms and its addendum represent the entire agreement by the parties. Any changes to the Agreement may be made only by a written amendment clearly setting forth the changes and signed by both parties. Any such amendment is effective on the date it is fully executed. The relationship of the Consultant to the Board is that of an independent contractor, and nothing herein shall create any association, joint venture, or partnership of any kind between the parties. The services and information provided by the Consultant do not constitute the rendering of legal advice.

1. **Governing Law.** All questions with respect to the construction, performance, and enforcement of this Agreement and any amendment, and the rights and liabilities of the parties thereunder, shall be determined in accordance with the laws of the State of Ohio.
2. **Force Majeure.** Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to illness, injury, boycotts, riots, or other manifestations of civil strife or disorder, acts of God, wars, fire, epidemics, or acts in compliance with any applicable law, regulation, or order of any governmental body. In the event of a force majeure, the parties can defer performance of the Agreement to a mutually agreeable date. In the event the parties cannot agree to a date, the Agreement can be terminated by either party. In either case, there shall be no claim for damages by either party and each party shall bear its own costs attributable to the force majeure.
3. **Notice.** All notices or demands that either party may be required or desire to serve upon the other party in connection with this Agreement shall be in writing and may be served personally or by regular mail, with constructive receipt deemed to have occurred five (5) calendar days after the mailing or sending of such notice to the address of the principal place of business of the Board and the Consultant.
4. **OSBA membership.** Parties agree that district will become and maintain status as a member of OSBA and pay the membership annual fee for the duration of this contract. In the event the district fails to maintain membership status and pay the annual membership fee, OSBA reserves the right to terminate this Agreement upon written notice to the district.
5. **Termination.** This Agreement may be terminated by: (a) mutual agreement of the parties; (b) written notice of breach of this Agreement by either party; (c) force majeure, as provided in section 2; and (d) failure to maintain membership, as provided in section 4. Upon termination, all benefits and services provided under this Agreement shall cease and any amounts owing for services rendered prior to termination shall become due and must be paid in full upon termination.
6. **Supersedes prior agreements.** This Agreement supersedes all previous discussions, understandings and negotiations, whether oral or written with respect to the subject matter hereof, including, but not limited to, any prior service agreements or service addenda.

7. **Compliance with laws.** Each party to this Agreement warrants that it will carry out its activities under this Agreement in compliance with federal, state, and local laws.
8. **Limitation of liability.** The parties agree that Consultant's role is strictly advisory in nature. Consultant shall not have any decision-making authority and the Board retains the right and responsibility to accept or reject any recommendations provided by Consultant. In no event shall Consultant or its personnel be liable to the Board for any consequential, incidental, indirect, exemplary, punitive or special damages, in connection with claims arising out of or related to this Agreement or the services described herein. Consultant's maximum liability for damages relating to the services provided pursuant to this Agreement shall be limited to the fees paid for the service or work product giving rise to any claims, provided that such limitation shall not apply where damages are judicially determined to have been caused by Consultant's gross negligence or willful misconduct.
9. **Counterparts/electronic signatures.** This Agreement may be executed in counterparts, and when each party has signed and provided at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties. Either party may rely upon an electronic signature as if it were an original, and the failure of a party to have possession of a manually executed original will not affect the validity, enforceability or binding nature of this Agreement.
10. **Effective date.** This Agreement shall become effective as of the date OSBA signs the Agreement ("Effective Date").

Each person who signs below warrants that he/she has full power and authorization to bind the entity under which his/her signature appears.

OSBA:

District:

Division Director: _____

Authorized Signature: _____

Effective Date: _____

Title: _____ Date: _____



Service Addendum – Board of Education Handbook Service

Services Provided by the Consultant:

Consultant will provide the following consulting services for OSBA member school district,
Northwest Local (Hamilton):

- Conduct up to two (2) virtual or in-person meetings with the District.
- Develop and draft new Board handbook.
- Provide an electronic version of new Board handbook.

The Board agrees to:

- Designate one person as the Handbook Service project liaison.
- Provide Consultant with necessary data and any additional information required by Consultant to perform the services.
- Comply with the established project timelines as developed between the Consultant and the Board.
- Provide meeting space, distribute materials, and set up, manage and troubleshoot AV technology, as needed.
- Compensate Consultant as provided in the Fee Structure.

Fee Structure. In consideration for services rendered, the Board agrees to pay the Consultant a fee of **\$3,250**, which represents the flat fee for the services outlined above. If the Board purchased the Board Handbook template from OSBA within the prior six months from the Effective Date of this contract, the Board will receive a credit of **\$950**. Hard copies of the handbook will be provided at \$100 each. Travel time is charged for in-person consulting and meetings at \$50 per hour, per consultant. The maximum travel fee for each on-site visit is two hours per individual consultant, regardless of actual travel time. If travel time is less than one hour, a minimum of one hour of travel time will be billed. Expenses and wait time as outlined below are in addition to the flat fee.

Invoices will be submitted pursuant to the following schedule:

- \$3,250, less any applicable credits, will be invoiced upon completion of all contracted services.
- Expenses, travel time and wait time, if applicable, will be invoiced upon completion of all contracted services.

Invoices shall be paid in full within thirty (30) days of the date on the invoice.

Expenses. Expenses shall consist of actual mileage incurred as a result of consultation with the Board at the current IRS reimbursement rate, lodging and meals incurred as a result of consultation with the Board, the actual cost of printing and/or mailing, and facility fees. Any and all other expenses not specifically incorporated in this Agreement shall be the responsibility of the party incurring the cost.

Wait Time. The Board will be charged for wait time if the start time of any virtual or in-person consulting services is 15 minutes beyond the start time agreed to by the Board and Consultant. Wait time will be billed at \$250 per hour in 15-minute increments until the commencement of the virtual or

in-person consulting services.

Timeline. Timelines for completion of services will be developed between the Consultant and the Board. These timelines may be modified with the prior written consent of Consultant. Modified timelines may subject the Board to additional fees. If either Consultant or the district is unable to comply with the established project timelines due to delays caused by the district, Consultant may alter the anticipated completion date or deem the contract completed. In the event Consultant deems the contract completed due to delays caused by the district, the Board agrees to pay Consultant 100% of the fees or expenses set forth in this Service Addendum. This Agreement shall expire upon the completion of all duties described herein or, in the event of deemed completion, upon full payment.