



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
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SCHEDULE I
CORE SERVICES SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2017-18 by and between the Big Walnut Local School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services
Fiscal Support for State Software
SIS Support for any SIS Package PowerSchool, ProgressBook (including GradeBook) & Infinite Campus
EMIS Support
Purchasing Co-op Membership

Headcount	3,569
Cost (\$15.25 per headcount)	\$54,427.25

Big Walnut Local Authorized Signature

Date: _____

Meta Authorized Signature

Digitally signed by David Varda
Date: 2017.03.28 11:38:36 -04'00'

Date: _____



MASTER SERVICE AGREEMENT

BETWEEN

META SOLUTIONS

AND

BIG WALNUT LOCAL SCHOOL DISTRICT

DATE:



MASTER SERVICE AGREEMENT

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner's agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner's execution of a separate agreement with META concerning the same.

1.7 META reserves the right to discontinue Owner's access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties' expectations regarding the Owner's conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.¹ META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

2.0 **Responsibilities of Owner.**

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

¹ OAC 3301-3-01 (B)(5), Effective 05/22/2010



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META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.

4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2017 and shall continue until June 30, 2018, (hereinafter the "Contract Term") subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

5.0 **Contract Price and Payment by Member Districts.**

5.1 META is specifically authorized to bill and collect monies for the Services provided directly to and from Owner. Owner shall pay a fee of \$15.25 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the "Contract Price") along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.

5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META's sole discretion may elect to either 1. Suspend the Services of Owner until Owner has paid its balance in full; or 2. Permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.



MASTER SERVICE AGREEMENT

7.0 **Changes in the Services.** There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.

8.0 **Indemnification.** To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 **Ownership of Property.**

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 **Confidentiality.** META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 **Termination by Owner.** If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of



MASTER SERVICE AGREEMENT

14.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

14.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

14.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

14.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

15.0 **Signatures.** By signing this Agreement, the individuals indicate all of the following:

15.1 They are authorized to sign on behalf of their respective entities; and

15.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

15.3 All information provided in connection with this Agreement is true and accurate; and



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CONSTITUTION OF META

I. Name of Association. The name of the group composed of all Members and formerly known as the "Tri-Rivers Educational Computer Association" ("TRECA") henceforth shall be META (herein also referred to as "the Association").

II. Purpose & Powers

A. META is a product of the merger of TRECA and the Metropolitan Educational Council ("MEC"), as described in the Merger Agreement entered into between TRECA and MEC ("Merger Agreement"). META subsumes and integrates in a single entity the formerly-distinct functions, membership, and personnel of MEC and TRECA.

B. META has a number of core purposes, among which is the establishment and operation of an efficient, economic computer system that serves the needs of its Members. In this regard, META operates as, and has all the powers of, a Data Acquisition Site/Information Technology Center pursuant to applicable provisions of the Ohio Revised Code, including but not limited to Section 3301.075, and applicable provisions of the Ohio Administrative Code, including but not limited to 3301-3-02, 3301-3-06, and 3301-3-07.

C. META is also a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code. In this capacity, META seeks to identify, develop, and provide to Members and non-members innovative educational and technological services and products, as well as expanded opportunities for cooperative purchasing. As a Regional Council of Governments, META has the power to:

1. Study such area governmental problems common to two or more Members of META as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development;
2. Promote cooperative arrangements and coordinate action among its Members, and between its Members and other agencies of local or state governments, whether or not within Ohio, and the federal government;
3. Make recommendations for review and action to the Members and other public agencies that perform functions within the region;
4. Promote cooperative agreements and contracts among its Members or other governmental agencies and private persons, corporations, or agencies;
5. Perform planning directly by META personnel, or under contracts between META and other public or private planning agencies;
6. Review, evaluate, comment upon, and make recommendations, relative to the planning and programming, and the location, financing, and scheduling of public facility projects within the region and affecting the development of the area;
7. Act as an area wide agency to perform comprehensive planning for the programming, locating, financing, and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land

- c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, an "active member" or "associate member" of MEC, as defined in the MEC constitution in effect at such time;
- d. hold the appropriate permit as defined in paragraph (B) of Ohio Administrative Code 3301-3-03;
- e. receive funding from the Ohio Department of Education for the type of services META is to provide to the Full Member. A Full Member shall be provisionally admitted contingent on approval of the Ohio Department of Education for such funding; and
- f. have currently paid all dues, assessments, and fees, both initial and reoccurring as applicable, as established by META's Board of Directors, except that no current or former MEC member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Full Member to, MEC.

C. Qualifications for Associate Membership

1. An Associate Member is a school district that does not meet the definition of Full Member or a community school, charter school, parochial school or any other educationally related entity or other political subdivision, of this state or any other, to the extent that such laws of the other state permit, approved and accepted by the META Board of Directors, that meets the qualifications set forth in this section.
2. Conditions of Associate Membership. Associate Members shall meet the following conditions:
 - a. have executed a resolution on the part of the board of directors or equivalent governing body accepting this Constitution and applicable By-Laws;
 - b. have executed and agreement for, and/or otherwise subscribed to, services offered by META, as well as agreed to pay all dues, assessments and the like, both initial and reoccurring as applicable, as established by META's Board of Directors, except that no current or former MEC member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Associate Member to, MEC; and
 - c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, an "affiliate" of MEC, as defined in the MEC constitution in effect at such time.
 - d. Associate Members which are not political subdivisions shall have contractual rights under their respective service agreements but shall not be deemed to be constituent members of META within the meaning of Chapter 167 of the Ohio Revised Code, relating to regional councils of governments; provided,

IV. General Assembly

A. Purpose and Powers

1. The General Assembly shall be established from the Full Members and those Associate Members receiving Core Services of the Association for the purpose of serving as a deliberative and advisory body of the Association.
2. The sole authority of the General Assembly is to discuss and may make recommendations to the Board of Directors regarding the following subjects:
 - a. services rendered by the Association;
 - b. a Basic Fee Schedule;
 - c. new Association ventures;
 - d. the election of officers as provided in the By-Laws;
 - e. the annual estimate and apportionment of Association Costs;
 - f. the annual Association budget; and
 - g. other matters referred to the General Assembly by the Board of Directors or Chief Executive Officer.

B. Delegates. Each Member described in Section A.1 of this Article shall be entitled to one delegate in the General Assembly. In every instance, the Member's superintendent (or equivalent official) or his/her designee shall serve as the Member's Delegate to the Assembly.

C. Meetings. The General Assembly shall be convened to meet and discuss the business and operations of the Association on an annual basis at a time and place as determined by META's Board of Directors. Member's Delegates will receive advance notice of the date, time and place of meetings of the General Assembly.

V. Board of Directors. The Board of Directors shall be the governing body of META.

A. The Board of Directors shall consist of eight (8) voting Directors, each a superintendent representing a different Full Member of META. The initial Board of Directors shall consist of four (4) superintendents representing member school districts of MEC and four (4) superintendents representing member school districts of TRECA, as identified in the Merger Agreement. Thereafter, the voting members of the Board of Directors shall be the superintendents of eight (8) Full Members of META that constitute a representative sampling of Full Members and are committed to the ideals embodied by the Association, selected pursuant to methods determined by the Board of Directors.

1. The Board of Directors shall also include such non-voting ex-officio Directors as are provided for in the Constitution and Bylaws.
2. Subject to the limitations expressed in paragraph (B) below, the composition of the Board of Directors may be expanded by the Board of Directors.

B. Only the superintendent of the board of education of a Full Member is eligible to serve as a voting Director of the Board of Directors. All persons serving as voting Directors of the Board of Directors shall serve without compensation. Only voting Directors of

I. Grants, Gifts, Etc. The Board of Directors may accept funds, grants, gifts and services from:

- a. the Government of the United States or its agencies;
- b. this State or its departments, agencies and instrumentalities;
- c. political subdivisions or any other governmental unit, whether participating in the Association or not; and/or
- d. private and civic sources.

VI. Dues and Assessments. The Board of Directors shall establish Membership dues and other assessments, including but not limited to the Association Costs.

VII. Amendments to the Constitution

A. The Chief Executive Officer shall notify General Assembly Delegates of any proposed amendment to this Constitution at least five days before the vote of the Board of Directors on said amendment.

B. The Board of Directors shall have the authority to approve, revise, or reject any amendment to this Constitution presented to the General Assembly Delegates in accordance with the preceding paragraph. The approval of two-thirds (2/3) of the total number of voting Directors of the Board of Directors shall be required for the adoption of an amendment as submitted or revised.

VIII. By-Laws. The Board of Directors shall have the authority to approve, revise, or reject any amendment to the By-Laws by a majority vote of the Directors voting at any meeting of the Board of Directors at which a quorum is present, provided all Directors have been given a written copy of any such proposed change at least three (3) days prior to the meeting.

IX. Fiscal Operations

A. Fiscal Officer.

1. The Fiscal Officer of META is the Chief Financial Officer (CFO). The Chief Financial Officer shall be appointed by the Board of Directors, to be responsible to the Chief Executive Officer and with respect to META shall perform those duties:

- a. of a fiscal officer of a Regional Council of Governments, as set forth in the Ohio Revised Code, Section 167.04;
- b. of a fiscal agent of an ITC, as set forth in the Ohio Administrative Code Section 3301-3-07(B)(1)(a)(ii), as applicable; and
- c. described in the Job Description for this position.

The Chief Financial Officer shall be licensed in accordance with section 3301.074 of the Ohio Revised Code and shall obtain and keep in force a fidelity bond with a surety company approved by the Board of Directors in an amount determined by the Board of Directors. Neither the Chief Executive Officer, nor the Chief Operating

E. Ownership. All equipment, buildings, furniture and other goods acquired by META shall be held by META (or by an entity appointed to be the fiscal agent for META, if any) in trust for the Full Members, but acquisition, replacement, operation, use and disposition shall be subject to the applicable provisions of this Constitution. Any Member withdrawing or disqualified from the Association shall forfeit any claim to the Association's assets. In the event of dissolution of META, all then-current Full Members shall share in the net (i.e., after Association debts are satisfied) assets liquidation in a ratio proportionate to their last twelve months financial contributions and obligations to the Association, and they shall likewise participate in proceeds from the sale of assets upon liquidation.

X. Savings Clause. In the event that any part of this Constitution, or the By-laws adopted pursuant to this Constitution is judged to be inconsistent with law by any agency of the state, inoperative by a court of competent jurisdiction, or is invalidated by a change in the law of the State of Ohio, the remaining portion of the Constitution and By-laws will remain in full force and affect.

XI. Dissolution. A dissolution of META shall occur when the Directors, at a regular meeting of the Board of Directors, or one called for such purpose, vote by unanimous favorable vote of the total number of voting Directors of the Board of Directors to dissolve META.



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BY-LAWS OF META

I. Membership of the General Assembly

- A. Delegates to the General Assembly shall be the superintendent (or equivalent official) or designee from each Full Member and Associate Member receiving Core ITC services from META..
- B. Each Member shall make best efforts to provide by June 1 of each year a roster of official Delegates.

II. Officers of the General Assembly. The Officers of the General Assembly shall be the President and Vice President of the Board of Directors and such other Officers as the Board of Directors may from time to time designate.

III. Administrative Organization

A. Chief Executive Officer. The Chief Executive Officer is the chief administrative officer of the META and, as such, is directly responsible to the Board of Directors for the administration of META's policies, rules, and regulations. Subject to the approval of the Board of Directors and pursuant to the procedures contained in these By-Laws, the Chief Executive Officer shall exercise the authority conferred upon META as a Data Acquisition Site/Information Technology Center and as a Regional Council of Governments in accordance with applicable provisions of the Ohio Revised Code and the Ohio Administrative Code.

1. Qualifications of the Chief Executive Officer. The qualifications shall conform to the criteria determined by the Board of Directors and stated in the Job Description.
2. Preparation of Agendas. It is the desire of the Board of Directors that the agenda for an official meeting be prepared by the Chief Executive Officer and be received at least 48 hours prior to the meeting.
3. Minutes of Meetings. The Chief Executive Officer or his designee shall keep official minutes of every meeting of the General Assembly, the Board of Directors, and any committee. The President or the Chief Executive Officer shall report the minutes of any of the foregoing to the next meeting of such body as well as to the next meeting of the Board of Directors.

B. Chief Operating Officer. The Executive Director of the Metropolitan Educational Council ("MEC") immediately prior to MEC's merger with META shall serve as the Chief Operating Officer of META for such period of time, and with such duties and responsibilities, as determined by the Board of Directors. The Chief Operating Officer shall report to the Chief Executive Officer.

VI. Notice of Meetings

- A. **Public Meetings.** All meetings of the Board of Directors and any committees appointed by the Board of Directors are open to the public as required by Ohio law. Executive Sessions may be called in accordance with Ohio law. Due notice of all meetings of the Board or Board-appointed committees will be given to the press and the public. Such notice may be given by any method reasonably calculated to provide notice of the meetings, such as providing written notice to the press for publication, posting notices on the META website and/or in areas accessible to the public, and/or providing notice by regular U.S. mail or e-mail to those persons who have requested such notice pursuant to these Bylaws.
1. **Regular Meetings.** A notice of the time and place of regularly scheduled meetings will be established at the organizational meeting each year. Any change in time or place of a regular meeting will be given to the media and those persons requesting advance personal notice pursuant to these By-laws at least twenty-four hours prior to the meeting.
 2. **Special Meetings.** Special meetings shall not be held unless at least twenty-four hours advance notice of the time, place, and purpose of the special meeting is given to any news media that have requested notification, except in the event of an emergency requiring immediate official action. In the event of such an emergency, the person calling the meeting shall notify the news media that have requested notification immediately of the time, place, and purpose of the meeting.
- B. **Contact.** By contacting the Chief Executive Officer at 100 Executive Drive, Marion, Ohio 43302, (740) 389-4798:
1. Any person may obtain the time and place of any regular meeting and the time, place and purpose of any special meeting,
 2. Any news media representative may request advance notice of any special meeting, and
 3. Any person may, upon payment of a reasonable fee or upon providing a sufficient number of self-addressed, stamped envelopes, request reasonable advance notice of all meetings at which a specific type of business is to be discussed.