

CERTIFICATION

I certify that I am authorized to make the representations set forth below on behalf of Crestline School District, the entity represented on this letter, and am the most knowledgeable person with regard to the information set forth herein. I certify that for Funding Request Number(s) (FRN) 1465260 and 1466012, the Contract Award Date (CAD) is 7/12/05 ? 7/20/05 as respectively reflected on the supporting documentation for this contract. I am correcting the CAD provided on the FCC Form 471 submitted for the above listed FRNs. I acknowledge that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 15th day of August, 2006 at Crestline [city], Ohio [state].

Signed [Signature] Date 8/15/06
Print Name David J. Woodard
Title technology Coordinator
Employer NBCC
Telephone Number 419-683-3647
E-mail Address woodard.dave@nbcc.k12.oh.us
Address 511 S. Thayer St
Crestline OH 44827

2. Based on your documentation FRN 1465582 is a request for Local Phone service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

→ FRN 1465582 is a request for funding for three (3) lines.

Based on your documentation FRN 1465694 is a request for Local Phone service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

→ FRN 1465694 is a request for funding for four (4) lines.

Based on your documentation FRN 1466012 is a request for Cell Phone service. The documentation does not indicate the number of lines for which funding is being requested. Please indicate the number of lines for which you are requesting service for this request.

→ FRN 1466012 is a request for funding for eight (8) lines.

Please fax or email the requested information to my attention. If you have any questions, please feel free to contact me.

It is important that we receive all of the information requested within 15 calendar days so we can complete our review. Failure to do so may result in a reduction or denial of funding. If you need additional time to prepare your response, please let me know as soon as possible. If you are unable to provide the requested information because your school has closed or will shortly close for summer break, let me know when you will be available to respond to these questions.

Please advise me if the Contact Person on the application(s) has changed from that on the original application. This change must include the Form 471 application number(s) and be signed by the original application's Contact Person, the original application's Authorized Person or a school official (with name and title provided).

Should you wish to cancel your Form 471 application(s), or any of your individual funding requests, please clearly indicate in your response that it is your intention to cancel an application or funding request(s). Include in any cancellation request the Form 471 application number(s) and/or funding request number(s), and the complete name, title and signature of the authorized individual.

Thank you for your cooperation and continued support of the Universal Service Program.

Dennis Nielsen
Schools and Libraries Division
Program Integrity Assurance
Phone: 973-581-5118
FAX: 973-599-6582
E-mail address: dnielse@sl.universalservice.org



Exhibit 5



North Central Ohio Computer Cooperative/
Heartland - Council of Governments

**NCOCC/H-COG
Service Level Agreement
and Contract
FY - 06**

**NORTH CENTRAL OHIO COMPUTER COOPERATIVE/
HEARTLAND COUNCIL OF GOVERNMENTS**

Services Service Level Agreement

This Computer Services Agreement ("Agreement") is made on July 1, 2005, between North Central Ohio Computer Cooperative/ Heartland Council of Governments ("NCOCC/H-COG") and «School» ("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, 2005 and will be in effect until terminated in writing by either the Customer or NCOCC/H-COG, subject to any specific periods described in Exhibit C attached hereto and incorporated herein by reference.
- 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. 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.

III. 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.

IV. 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.

V. 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 to Customer as soon as may be reasonably practicable after the date of termination.

VI. 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.

VII. 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.

VIII. 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.

IX. Service Level Agreement – Problem Escalation

NCOCC/H-COG organization will have an individual available from 7:30 am until 4:30 pm Monday through Friday to respond to user requests. When possible, service requests should be submitted via Email to the service group or individual. 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 Email request, it would be helpful if you were to 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 Email request in a timeframe acceptable to you, feel free to contact the service group by telephone. If you are still not receiving the answer you need, ask to speak to the Executive Director (Bill Swartzmiller).

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.

Service Group	Group Email Address	Supervisor Name	Supervisor Email Address	Responsibilities
SIS	ncocc-sis@ncocc-k12.org	LuAnn Trumpower	Trumpower.luann@ncocc.k12.oh.us	SIS/DSL/OCIS
INFOhio	ncocc-infohio@ncocc-k12.org	Susan Baughman	Baughman.susan@ncocc.k12.oh.us	INFOhio
FISCAL	ncocc-fiscal@ncocc-k12.org	Vickey Stump	Stump.vickey@ncocc.k12.oh.us	Fiscal/Systems
EMIS	ncocc-emis@ncocc-k12.org	Sandy Couter	Couter.sandy@ncocc.k12.oh.us	EMIS
Video/Staff Development	ncocc-video@ncocc-k12.org	Cheryl Cronbaugh	Cronbaugh.cheryl@ncocc.k12.oh.us	Video Conferencing, Video on Demand, Staff Dev.
WAN/LAN	ncocc-tac@ncocc-k12.org	Terry Baker	Baker.terry@ncocc.k12.oh.us	LAN/Internet/ATM
Director	bill@ncocc-k12.org	Bill Swartzmiller	Swartzmiller.bill@ncocc.k12.oh.us	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, testing proficiency and CBE, student and staff demographic/attendance, student program codes, student class/subject, staff employment, staff classification, summer school recording, special education reporting, career technical reporting, and Title I reporting.
- Finance – 4502 forms and 5 year forecast
- 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 reports as they are received from ODE.
- District Report card assistance.
- Adequate and timely forums for user feedback
- Submissions and State Reports, and district report card assistance.
- Distribution of and assisting in interpreting district reports as they are received from ODE.

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.
- 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.

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 applications and data management defined by the Ohio Department of Education and the State Auditors 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.

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 applications and data management defined by the Ohio Department of Education and the State Auditors Office.
- Periodic and timely in-service for end-of-year processing and closing of records.

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 (i.e. PC grade book software, bus routing, attendance dialing, MOLE, OCIS, DSL).
- 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
- Special Education Records (SECIMS).
- Student demographics and student discipline tracking.
- Student transcripts and student graduation verification.
- EMIS compliance procedures.
- Periodic and timely in-service for end-of-year processing and opening or closing of records.
- Creation and use of additional user defined reports.
- Provide leadership and investigate new products and procedures to benefit users including enhancements.
- New and continuing user training.

7. WAN Implementation and Maintenance

- Data, Video, and Voice Planning, Procurement, Installation, and Support using established connectivity standards.
- Wide Area Network Planning, Procurement, Installation, and Support using established connectivity standards.
- Local Area Network Planning, Procurement, Installation, and Support using established connectivity standards.
- Network Monitoring.
- Network Security
- Design and Implementation of Network Upgrades.
- Technical Training
- 7:30 by 4:30 Support for the Network.
- Maintain helpdesk support for a designated district representative.

8. Internet Connectivity and Support

- Internet Connectivity.
- Content Filtering.
- Firewall Protection.
- Distribution of IP Addresses.
- DNS Service.
- Web Hosting Services

9. Electronic Mail Delivery Systems

- Management and support for user mailboxes on supported servers.
- Systems management and monitoring of mail channels on supported servers.
- Support for access to mail system from standard POP3/IMAP clients.
- Help-desk support.
- Installation of new features and software upgrades for server software.
- Training for supported mail clients.
- Provide the ability for school districts servers to receive email.

10. Video/Staff Development

- Video Conferencing installation and support
- Video-on-Demand installation and support
- Training in skills needed to utilize Video Conferencing and Video-on-Demand equipment
- Staff development in integrating Video Conferencing and Video-on-Demand into the curriculum
- Planning, developing, and providing a staff development program tailored to meet individual district needs
- Training in editing video for classroom use
- Training in Web-page development
- Training and integrating technology into the curriculum
- Staff development in analyzing data in DSL
- Staff development in email, Progress Book, IP Telephony use, event scheduler
- Providing resources to classroom educators via the NCOCC web page and email.

2.1

EXHIBIT B

NORTH CENTRAL OHIO COMPUTER COOPERATIVE

Fee Schedule 2005 - 06

March 15,2005

FEE DESCRIPTION	DATE BILLED	FEE AMOUNT
Student Services Fee	October 1 st	\$4.75/SIS COUNT \$1.56/POISE COUNT (EMIS ONLY) \$1.56/POISE COUNT (attendance)
Fiscal Service Fees	July 1 st	\$2.50/DISTRICT ADM
Educational Support Fee	July 1 st	\$6.00/DISTRICT ADM
		\$13.25 TOTAL DISTRICT
*** InfOhio Fees	July 1 st	\$5.50/BUILDING ADM Initial year
	July 1 st	\$3.00/BUILDING ADM

Fee Reviewed yearly because of possible State monies

Internet Service Provider Cost (ISP) includes the following fees	Fee July 1
District Internet Resource Fee	\$2500.00/Member \$2,800.00/Non-member
Building Internet Resource Fee	\$1,650 per building
Network Maintenance Support Fee	Member \$1,600 per building Non-member \$500
Equipment Upgrade	Member \$3.00 per student
Cost of connectivity for the District	_____

NCOCC OFFICE ONLY original and only copy of this document exists on the appropriate device and directory. Fees are approved by cooperative assembly.

EXHIBIT C

Network Maintenance Agreement

ATTACHMENT A

Signed this 13th day of June, 2005, between NCOCC/H-COG and Crestline Exempted Village School District.

This agreement and amendment hereto, is intended to be a complete statement of the obligations of the parties, and supersedes all understandings, negotiations, and proposals. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by a duly authorized representative of each party. This Agreement shall be governed with respect to the subjects addressed herein.

1. **SCHEDULED EQUIPMENT:** Scheduled equipment shall be defined as all equipment listed on the Attachment B – Scheduled Equipment.
2. **SERVICES INCLUDED:** Services included shall be defined as exchange of like equipment of its functional equal.
3. **AUTHORIZED REPRESENTATIVES:** Customer shall name in writing which staff have the authorization to request services under this Agreement.
4. **EXCLUSIONS GENERAL:** Neither preventive nor remedial maintenance shall include support services on the following:
 - 4.1 Any modification and/or addition to the network, including relocation of equipment, not supported by this Agreement, which affects the proper operation of the network, will be billed at the current time and material rate.
 - 4.2 Any services of repairs necessitated by misuse, act of God, or other than ordinary wear and tear.
 - 4.3 Electrical work external to the equipment.
 - 4.4 Adding options of additional equipment.
5. **EXCLUSIONS STORM DAMAGE:** Repair or replacement of damaged equipment due to storms, including lightning strikes, will be billed at current time and material rates.
6. **EXCHANGE:** Exchange shall be defined as equipment returned to NCOCC/H-COG for repair, requiring exchange; the equipment needing repair becomes the property of NCOCC/H-COG, whereas the equipment exchanged becomes the property of the Customer.

7. **INSPECTION AND REPAIRS:** Should any equipment(not listed on Attachment B) be sent to NCOCC/H-COG requiring repair at the Customer's request, NCOCC/H-COG will inspect said equipment and present Customer with a written estimate of costs to effect said repairs. The Customer, at this time, has the right to refuse said repairs. However, should the Customer approve repair work, and this work is satisfactory completed by NCOCC/H-COG, the Customer (providing NCOCC/H-COG is in Agreement) then has the option of adding said equipment to the Maintenance Agreement. At this time, NCOCC/H-COG has the right to re-inspect said equipment. Should NCOCC/H-COG feel the condition of the equipment and its operation is not satisfactory, NCOCC/H-COG has the right to refuse its addition to the Maintenance Agreement.

8. **SERVICE RESPONSE TIME:** Service requests for equipment exchange may be placed during the working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding NCOCC/H-COG observed Holidays. Replacement equipment, based on equipment listed under Attachment B, will be exchanged as per terms of depot vender's criteria.

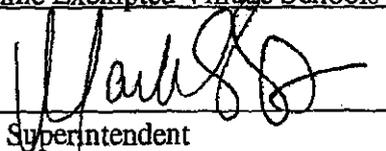
9. **CUSTOMER LIABILITY:** The Customer agrees to the following:
 - 9.1 To remunerate NCOCC in accordance with NCOCC/H-COG's existing service rates the time (including travel time to and from NCOCC/H-COG's facility), materials and/or expenses for service calls not covered by this Agreement; such as, without limitation;
 - 9.1.1 Calls resulting from the failure of equipment attributable to equipment not covered by this Agreement, such as interconnected or associated equipment.

 - 9.2 NCOCC/H-COG reserves the right to withhold services, under this agreement, if Customer has any outstanding invoices for services or materials with past due balances to NCOCC/H-COG over sixty days. This does not waive NCOCC/H-COG's responsibility to work with Customer to reasonably resolve billing disputes and it is applicable only to maintenance agreements with outstanding balances owed to NCOCC/H-COG.

10. **FORCE MAJEURE:** NCOCC/H-COG shall not be liable for failure to perform its obligations under this Agreement if such failure results directly or indirectly from, or is contributed by, any act of God; war; riot; explosion; accident; flood; sabotage; epidemics; delays in transportation; lack of or inability to obtain raw materials, components, labor, fuel, supplies; governmental laws, regulations of orders; other circumstances beyond NCOCC/H-COG's reasonable control, whether similar or dissimilar to the foregoing; or labor trouble, strike, lockout or injunction(whether or not such labor event is within the reasonable control of NCOCC/H-COG).
11. **LIMITATION OF LIABILITY:** In no event shall NCOCC/H-COG be liable for special or consequential damages including, but not limited to, loss of profits of revenue, loss of use of the equipment of any other associated equipment, cost of capital, cost of such substituted facilities, equipment of services, downtime costs of claims of Customer for such damages. NCOCC/H-COG liability on any other claim for loss of liability, including negligence, arising out of or connected with the Agreement of the use of any equipment covered by this Agreement (including but not limited to, loss or liability arising from breach of contract) shall in no case exceed the amount paid by Customer hereunder.
12. **MAINTENANCE COVERAGE:** Customer has elected "Network Maintenance Agreement" as set for the in Attachment A attached hereto, using equipment as set for the Attachment B hereto, at the annual rate set forth in Attachment C hereto. The provisions of Attachment A, B, and C are incorporated herein in their entirety.

Crestline Exempted Village Schools

By


Superintendent

Date 7-12-05

NCOCC/H-COG

Director



Date 7/1/05

Exhibit D

Internet Filtering Agreement

NCOCC/Heartland-COG will provide Internet Filtering in compliance of the Federal Government's Children's Internet Protection Act (CIPA) that requires schools and libraries that receive federal funding for technology and internet access.

An annual fee is charged for the filtering process that is based on the total number of students of the NCOCC consortium that potentially could access the Internet. Presently the cost of the service for the member schools is 50 cents per ADM.

Crestline Exempted Village Schools

Number of ADM 768 times .50 is \$384.00

Total cost of Filtering for FY - 06 = \$384.00



Superintendent, Member Board of Education

7-12-05

Date



Heartland-COG Executive Director

7/1/05

Date

5.1

EXHIBIT E

X. 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 13th day of June, 2005 by between NCOCC/H-COG and Crestline Board of Education and remaining in effect until a successive agreement is approved.

Services to be used:

<input checked="" type="checkbox"/> Payroll (USPS); Accounting (USAS)	<input type="checkbox"/> INFOhio
<input checked="" type="checkbox"/> Student Services (POISE/SIS)	<input checked="" type="checkbox"/> LAN Management Service
<input checked="" type="checkbox"/> EMIS	<input checked="" type="checkbox"/> Supplemental Support Services

- 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: William Swartzmiller

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

Phone: 419-747-8660
Fax: 419-747-8680
e-mail: bill@ncocc-k12.org

If to Customer:

Name: Crestline Exempted Village Schools

Address: 401 Heiser Ct.

City/State/Zip Crestline, Ohio 44827

Phone: 419-683-1834

e-mail: _____

Alternate contact for Customer, phone number and address, if different from primary contact:

Name: _____

Address: _____

City/State/Zip: _____

Phone: _____

e-mail: _____

- B. All other directions and information from those other than the primary and alternate contact of Customer must come from _____

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:

Crestline Exempted Village Schools
Printed name of Customer



Julie Smith
Signature of Treasurer or Fiscal Officer

7-12-05
Date



[Signature]
Signature of Superintendent (Public Schools Only)

7-12-05
Date





Heartland-COG/North Central Ohio Computer Cooperative
1495 W. Longview Ave. Suite 100
Mansfield, OH 44906
Voice: (419) 747-8680
Fax: (419) 747-8680
Web: <http://www.ncocc-k12.org/>

**SERVICE PROVIDER CONTRACT
INTERNET SERVICE
(CREST.7.1.06)**

This agreement for the provision of Internet access service ("Agreement") is entered into on this 14th day of February, 2006, between North Central Ohio Computer Cooperative ("Provider") and Crestline Exempted Village Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is a regional technology center organized by the State of Ohio to provide communications and other technology services, and;

WHEREAS, the Customer is a School District or School certified for instruction by the State of Ohio, and;

WHEREAS, the Provider through its data technology center desires to provide to Customer and Customer desires to secure from Providers but not exclusive 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, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Customer" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the regional technology center.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article II Performance of this Agreement.

"User" shall mean a school or person authorized by a school to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND RENEWAL

This Agreement shall be for the period beginning July 1, 2006 and ending June 30, 2007.

III. PERFORMANCE

Provider shall furnish Customer Internet access services as further described in attached Exhibit A.

IV. CHARGES AND PAYMENT

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 send out date on the Customer's receipt invoice. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for fully payment. If the Customer is 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 service charges.

V. WARRANTIES AND LIMITATIONS ON LIABILITY AND INDEMNIFICATION

A. Providers shall be liable to Customer for failure to provide Services, but only if such failure(s) is due to the negligence of Provider and not excused by either of the following: 1) Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. 2) Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

B. 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, Provider 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 Provider 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 Provider services by Customer or its users. Further, Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider and that, therefore, Customer will make no claim against Provider 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. Unless special arrangements are made and appended to this Agreement, Provider will not routinely monitor Customer's activities or pupil access to any of the interconnected systems. Any filters or screening devices are limited to those in existence at the date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider 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.

C. Customer, directly or through its agents, permitting pupil access to the interconnected computer system(s) through Provider assumes full responsibility for any and all access to and usage of information contained on the interconnected computer systems.

D. CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, ITS GOVERNING BOARD MEMBERS, 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 PROVIDER'S NETWORK.

E. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of the State Board of Education; or in violation of this Agreement; or violate state and federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's Service and public networks including access to the Internet.

F. 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 others' information or networks, or other offensive or unlawful activity in which Provider's Service is used.

G. Although Provider does not have a duty to monitor Customer or its Users' transmissions, it shall not be prohibited from monitoring.