This Policy Manual is a supplement to the OELMA Bylaws. Its purpose is to state procedures and information to be used by the leadership of the Association. The Board of Directors may make revisions in order that activities and business of the Association may proceed smoothly.
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### 9 Association Management Company
1 General Information

1.1 OELMA Purpose and Objectives
This association shall exist exclusively for educational, literary and scientific purposes. Its objective shall be to undertake, sponsor, or promote programs for improvement of learning in Ohio through the effective and efficient use of educational media. (See Bylaws: Article II, Section 1)

1.2 Mission Statement
The mission of the Ohio Educational Library Media Association (OELMA) is to be the responsive and forward-thinking hub of Ohio’s school library profession, providing value to school librarians as they support the instructional needs and personal learning of all students and teachers.

1.3 Vision Statement
[TBD]

1.4 Goals of OELMA
1.4.1 Membership
1.4.1.1 Expand the value of OELMA membership
1.4.1.2 Reach members in diverse locations and situations
1.4.1.3 Focus on membership cost and flexibility
1.4.1.4 Enhance growth and retain current OELMA membership

1.4.2 Finances
1.4.2.1 Create ways to communicate current finances to membership
1.4.2.2 Maintain an ongoing evaluation of the line-items of OELMA’s financial documents
1.4.2.3 Evaluate, on an ongoing basis, OELMA’s revenues/expenses
1.4.2.4 Continue conversations about the cost of membership

1.4.3 Continuing Education
1.4.3.1 Integrate the use of the current national standards
1.4.3.2 Increase the use of a Learning Management System (LMS) to provide professional development opportunities
1.4.3.3 Build upon the OELMA mentoring program to create more membership opportunities
1.4.3.4 Increase face-to-face continuing education options

1.4.4 Partnerships
1.4.1 Expand professional development opportunities
1.4.2 Explore cost-sharing opportunities
1.4.3 Collaborate on issues and legislative actions
1.4.4 Collaborate on mutual promotion through communication

1.4.5 Communication
1.4.5.1 Provide options for all members to have a voice in the organization
1.4.5.2 Increase the amount of positive public relations inside and outside of OELMA in order to promote our profession
1.4.5.3 Collaborate with partners to increase awareness of state and national initiatives and our role within them
1.4.5.4 Improve communication through a variety of formats

1.4.6 Association
1.4.6.1 Update the policy manual, bylaws, and roles of the Board (chain of communication/leadership) to be more responsive to members and the evolving role of OELMA
1.4.6.2 Update OELMA record keeping systems to increase the transparency of the association

2 General Guidelines

2.1 Members of Executive Committee
2.1.1 Immediate Past-President
2.1.2 President
2.1.3 Vice President
2.1.4 Secretary
2.1.5 Treasurer
2.1.6 Director Representative to Executive Committee (elected by Directors)

2.2 Who Can Serve on the Executive Committee?
2.2.1 Any member holding a Bachelor’s degree or higher with emphasis in library and information science and/or a valid teaching credential in educational media, in good standing in the Association may be nominated to hold the office of President, Vice President, Secretary, Treasurer, or Director Representative to the Executive Committee
2.2.2 Persons accepting a nomination to office should have the necessary time to devote to the responsibility they are accepting, be willing to attend Board meetings and other meetings, and to help as called upon by the President
2.2.3 The Vice President, who is President-Elect, will be selected from those who have had experience on the Board of Directors of the Association or who
have chaired a major committee, thus demonstrating a history with, and commitment to, the organizational leadership

2.3 Board Overview

2.3.1 The Executive Committee and Elected Directors serve as voting members of the OELMA Board of Directors

2.3.2 All positions of the OELMA Board assume office on the first day of January following their election

2.3.3 A quorum consists of two-thirds of the voting Board members including two (2) officers

2.3.4 Board members shall represent OELMA in a professional/responsible manner

2.3.5 Tasks shall be completed in a timely manner as outlined in this Policy Manual

2.3.6 All board members are obligated to attend board meetings. Board meeting reports shall be submitted in advance in writing, according to the OELMA calendar

2.3.7 Board members may submit an annual budget to the Director of Operations and the Treasurer in accordance with budget guidelines

2.3.8 Board members shall coordinate, direct, and work with the Director of Operations, the Director of Communications and the Treasurer to pre-approve all expenditures and publications relating to OELMA responsibilities

2.3.9 Elected Directors shall include the President in meetings with Strategic Committees

2.3.10 Board members shall send a copy of all minutes, handouts, and publications of the position to the President and Association Administrator immediately following meetings

2.3.11 Board members shall request Board approval for new projects and/or expansion or modification of existing projects

2.3.12 Board members shall arrange and plan for meetings/gatherings and notify all appropriate Board members

2.3.13 Board members shall forward all income and bills directly to the Association Management Company within two weeks of receipt

2.3.14 Board members shall submit requests for anticipated additional expenditures beyond the allocated budget to the Board for action

2.3.15 Board members shall submit an organized and detailed report for the Annual Report

2.3.16 Board members shall submit to the Association Administrator materials for the OELMA archives

2.3.17 Board members shall secure all information and materials from the previous holder of the Board position within 30 days of taking office

3 Executive Committee Positions
3.1 Immediate Past President

3.1.1 Term of Office

3.1.1.1 Three (3) Years

3.1.1.2 Serves as Vice President, President, and Immediate Past President

3.1.2 Duties and Responsibilities

3.1.2.1 Serves as a member of the Executive Committee

3.1.2.2 Serves as a member of the Board of Directors

3.1.2.3 Serves as a member of the Nominations Sub-Committee

3.1.2.4 Serves as a member of the Awards & Scholarship Strategic Committee

3.1.2.5 Serves as OELMA’s official representative and participates in related organizations, government boards, commissions, and/or committees as requested by the President.

3.1.2.6 Responsible for planning and executions of the OELMA Mid-Winter Meeting, in consultation with the Director of Teaching and Learning

3.1.2.7 Works with the Association Administrator to plan and organize Strategic Planning sessions in the years when this is applicable. In intervening years, works with the President to ensure that strategic planning goals and objectives are included in the board meeting agenda

3.1.2.8 Reviews the OELMA Policy Manual and works with the Director of Operations to make recommendations for updates and revisions as needed

3.1.2.9 Continues to represent OELMA at statewide meetings/conferences and national conferences, along with the current President where such representation is desirable and as the budget permits

3.1.2.10 Maintains communications with other groups and organizations such as the State Library of Ohio (SLO), Buckeye Association of School Administrators (BASA), Ohio Council of Library and Information Services (OCLIS), International Society for Technology in Education (ISTE) and others, if requested by the President

3.1.2.11 Works with the President and Association Administrator to conduct an orientation for new Board members in a meeting immediately preceding or at the start of their term of office

3.1.2.12 Reviews written policies and procedures with the Vice President and Director of Operations and under the direction of the President. The Operations Strategic Committee should review revisions before being presented to the Board of Directors for approval. All materials shall be kept electronically for ease of
maintenance of files. The Archives Committee with consultation from the Director of Operations shall maintain copies of all publications

3.1.2.13 Transfers all files and records of the office within 30 days of leaving office

3.2 President

3.2.1 Term of Office

3.2.1.1 Three (3) Years

3.2.1.2 Serves as Vice President, President, and Immediate Past President

3.2.2 Duties and Responsibilities

3.2.2.1 Calls meetings of the Board of Directors; coordinates with the Association Administrator, the preparation of an agenda for these meetings

3.2.2.2 Calls meetings of the Executive Committee as needed

3.2.2.3 Communicates with the membership through OELMA News, Ohio Media Spectrum, and other publications

3.2.2.4 Assumes the responsibility for working with the Director of Communications to promote information about media services in professional journals, publications, and other media

3.2.2.5 Works with the Association Administrator to notify all candidates for OELMA office of the results of the election. Notifies the membership via the listserv of the election results

3.2.2.6 Consults with the Vice President and Director of Conference on conference planning

3.2.2.7 For the Annual Conference, works with the Association Administrator, Vice President (Conference Chair), and Director of Conference to:

3.2.2.7.a Prepare an agenda and an annual report for the Annual Membership Meeting

3.2.2.7.b Preside at the Annual Membership Meeting and at all general sessions of the conference

3.2.2.7.c Invite appropriate dignitaries, such as the Presidents of other Ohio professional organizations, to attend conference as guests. Extends an invitation to Presidents of media associations of neighboring states and Regional Directors of national affiliates

3.2.2.7.d Notify the Conference Committee of any special arrangements needed

3.2.2.7.e Selects the recipient of the OELMA President’s Award

3.2.2.8 Assumes oversight of communications with other groups and organizations such as the State Library of Ohio (SLO), Buckeye
Association of School Administrators (BASA), Ohio Council of Library and Information Services (OCLIS), International Society for Technology in Education (ISTE) and others, the Past President and Vice President can be delegated this task as need

3.2.2.9 Represents OELMA, as the association’s expense and as the budget permits, at statewide meetings/conferences and national conferences where such representation is desirable (i.e. ALA / ALA MidWinter / AASL / AASL Region 3)

3.2.2.10 Maintains effective relationships with the associations of all Liaisons including: ALA Chapter, INFOhio, Kent State University, the Ohio Department of Education, and the State Library of Ohio

3.2.2.11 Directs an officer of the Executive Committee to perform an evaluation of the Association Management Company’s services each year

3.2.2.12 Following the Association Management Company’s evaluation, reviews with the Executive Committee, the Association Management Company contract no later than the March board meeting

3.2.2.13 Transfers all files and records of the office within 30 days of leaving office

3.3 Vice President

3.3.1 Term of Office

3.3.1.1 Three (3) Years

3.3.1.2 Serves as Vice President, President, and Immediate Past President

3.3.2 Duties and Responsibilities

3.3.2.1 Serves as the chair of the Annual Conference and the Conference Committee with oversight responsibilities including, but not limited to:

3.3.2.1.a Coordinates conference plans with the Director of Conference, the Conference Committee and the Association Management Company

3.3.2.1.b Working with the Association Management Company checks the adequacy of space for exhibits, large and small meetings, parking, and other accommodations

3.3.2.1.c Working with the Association Management Company determines charges for exhibits, rooms, meals, registration, and other fees, subject to Board approval

3.3.2.1.d Working with the Association Management Company develops the conference program and reports preliminary plans to the Board at all Board meetings
3.3.2.1.e Working with the Association Management Company checks with speakers regarding such items as arrival and departure times and hotel arrangements so that proper planning can be made for meals, lodging, and transportation

3.3.2.1.f Works with the Association Management Company on information concerning the program, speakers, and pictures needed. Arranges for the printing of the conference program and its availability for distribution to registrants at the conference

3.3.2.1.g Arranging for letters of acknowledgement to be sent after the conference to program speakers, conference committee members, hotel personnel, and others who contributed to the success of the conference

3.3.2.1.h Chairing all conference responsibilities until all conference functions are complete

3.3.2.2 Maintains communications with other groups and organizations such as the State Library of Ohio (SLO), Buckeye Association of School Administrators (BASA), Ohio Council of Library and Information Services (OCLIS), International Society for Technology in Education (ISTE) and others, if requested by the President

3.3.2.3 Appoints chairs for strategic committees and special committees prior to taking office as President and submits appointees to the board for approval at the December board meeting

3.3.2.4 Attends, at the Association’s expense and as the budget permits, at statewide meetings/conferences and national conferences where continuity of representation is desirable

3.3.2.5 Serves as a member of the Operations Strategic Committee

3.3.2.6 Serves as OELMA’s official representative and participates in related organizations, government boards, commissions, and/or committees as requested by the President.

3.3.2.7 Transfers all files and records of the office within 30 days of leaving office

3.4 Secretary

3.4.1 Term of Office

3.4.1.1 Two (2) Years

3.4.2 Duties and Responsibilities

3.4.2.1 Records the minutes of the meetings of the Executive Committee and emails appropriate copies to all Executive Committee members within four weeks after said meetings
3.4.2.2 Records the minutes of the meetings of the Board and emails appropriate copies to all Board members and officers within four weeks after said meeting

3.4.2.3 Ensures that a summary of the motions taken at a board meeting are sent to the membership via the listserv within two weeks

3.4.2.4 Records the minutes of the Annual Membership Meeting and sends a copy to each Board member, and any other person designated by the Board or President

3.4.2.5 Submits Board actions to the Association Administrator for inclusion in appropriate publications

3.4.2.6 Prepares a summary of board actions for the year to be included in the Annual Report to the Membership at the Annual Membership Meeting

3.4.2.7 Handles correspondence as directed by the President

3.4.2.8 Serves on the Archives Sub-committee

3.4.2.9 Maintains a complete and up-to-date file of records and reports

3.4.2.10 Serves as the primary manager of the OELMA listserv
   3.4.2.10.a Maintains policies regarding use and membership in OELMA’s listserv, subject to Board approval
   3.4.2.10.b Maintains list of email addresses to which postings are sent – this includes updating the list monthly with new members and removing non-members from the list
   3.4.2.10.c Notifies a list member of a rules infraction courteously and promptly
   3.4.2.10.d Responds to requests of non-members to post to the list in accordance with OELMA policy and the President’s approval
   3.4.2.10.e Composes or edits, as directed by the President, informational updates and posts on the OELMA listserv to keep members informed of activities and events in a timely manner
   3.4.2.10.f Works in consultation with the rest of the OELMA Board to facilitate the dissemination of information about OELMA’s activities to its members

3.4.2.11 Serves as OELMA’s official representative and participates in related organizations, government boards, commissions, and/or committees as requested by the President.

3.4.2.12 At the December board meeting, the OELMA Secretary reports the offices that need to be filled to following year

3.4.2.13 Transfers all files and records of the office within 30 days of leaving office

3.5 Treasurer
3.5.1 Term of Office
3.5.1.1 Two (2) Years

3.5.2 Duties and Responsibilities
3.5.2.1 Oversees disbursement of money by the Association Management Company
3.5.2.2 Has the Association Management Company make prompt arrangements with the financial institution of choice for the deposit of OELMA funds in the name of the Association
3.5.2.3 Works with the Association Management Company to obtain periodic reports related to OELMA’s investment accounts from OELMA’s financial advisor
3.5.2.4 Coordinates with the Association Management Company and the Director of Operations to determine an annual budget
3.5.2.5 Monitors Association monies through the reports generated by the Association Management Company
3.5.2.6 Distributes budget summaries (revenue and expenses) prepared by the Association Management Company to the Board Members at each Board Meeting
3.5.2.7 Coordinates with the Association Management Company to conduct an annual audit or review
3.5.2.8 Serves as OELMA’s official representative and participates in related organizations, government boards, commissions, and/or committees as requested by the President
3.5.2.9 Distributes:
   3.5.2.8.a The proposed budget to the Board of Directors for approval
   3.5.2.8.b The Board-approved budget for all officers, directors, and chairs
3.5.2.10 Transfers all files and records of the office within 30 days of leaving office

4 Directors
4.1 Term of Office
4.1.1 Two (2) years serving overlapping terms, with a limit of two (2) consecutive terms

4.2 Duties and Responsibilities
4.2.1 Elected to serve as a Director of one of the following Strategic Committees:
   4.2.1.1 Awards and Scholarships (takes office in odd years)
   4.2.1.2 Communications (takes office in odd years)
   4.2.1.3 Conference (takes office in odd years)
   4.2.1.4 Operations (takes office in even years)
4.2.1.5 Regional Representation (takes office in even years)
4.2.1.6 Teaching and Learning (takes office in even years)

4.2.2 Represents the general membership by attending Board meetings, annual conferences, and any other meetings at the request of the President

4.2.3 Reports the activities of the respective Strategic Committees and sub-committees

4.2.4 Submits names for candidates for office and committee appointments

4.2.5 Approves OELMA guidelines and policies and oversees their implementation

4.2.6 Has fiduciary responsibility for the Association

4.2.7 Forwards income and submits bills for payment according to adopted procedures

4.2.8 Determines OELMA’s affiliate role/participation (AASL, INFOhio, etc.)

4.2.9 Approves conference exhibition and registration rates

4.2.10 Communicates with members through blog posts, newsletters, and other social media

4.2.11 Determines publications for distribution

4.2.12 Annually evaluates the Association Management Company

4.2.13 Annually evaluates the Association Management Contract

4.2.14 Annually evaluates the website and webmaster services

4.2.15 Annually approves the SLMS competency as a professional development target

4.2.16 Annually submits an organized and detailed report to the Association Administrator, President, and Secretary for the Annual Report, by the date set forth by the President

4.2.17 Submits to the Archives Committee materials for the OELMA archives

4.2.18 Annually elects a Director Representative to the Executive Committee (See 4.3)

4.2.19 Transfers all files and records of the office within 30 days after leaving office

4.3 Director Representative to the Executive Committee

4.3.1 Selection Process

4.3.1.1 At the first meeting of the year, the Directors should meet and elect one person to serve as their representative to the Executive Committee

4.3.1.2 The representative will serve as a liaison between the officers and the Directors

4.3.2 Duties and Responsibilities

4.3.2.1 Shares concerns of the Directors with the Executive Committee and attends Executive Committee meetings

4.3.2.2 Shares information, as appropriate, from the Executive Committee to the Directors
4.3.1.3 Assists the Director of Regional Representation in providing an agenda for the regional meetings at the Annual Conference

5 Strategic Committee Chairs

5.1 Term of Office

5.1.1 Serve two (2) year terms

5.1.2 Names of candidates to fill any open Strategic Committee Chairs shall be submitted by the Directors to the Executive Committee; upon approval of the Executive Committee, the President will make a motion to the Board with the name of the candidate for the Strategic Committee Chair positions

5.1.3 It is preferable that there are co-chairs who serve an overlapping two (2) year term

5.1.4 Committee Chair positions have a term limit of two (2) consecutive terms

5.1.5 It is preferable that the outgoing Committee Chair remain on the committee for a third (3rd) year as a member of the committee to provide historical perspective.

6 Strategic Committees

6.1 Awards Strategic Committee

6.1.1 Committee Leadership

6.1.1.1 Immediate Past President

6.1.1.2 Director of Awards

6.1.1.3 Co-chairs of the Awards Strategic Committee

6.1.2 Sub-Committees

6.1.2.1 None

6.1.3 Duties and Responsibilities

6.1.3.1 Establishes and carries out awards and scholarships procedures in accordance with Board-approved policies

6.1.3.2 Establishes, with Board approval, the categories of awards, scholarships, and recognitions that the Association will grant.

6.1.3.3 Establishes, with Board approval, a timeline for posting award and scholarship information including deadlines and publicity

6.1.3.4 Reviews periodically the criteria for all awards, scholarships, and recognitions

6.1.3.5 Reviews the award rubrics and creates new ones as needed

6.1.3.6 Reviews and revises, as needed, the awards and scholarship information on the website and communicates necessary revisions to the Association Management Company
6.1.3.7 Establishes the format that the awards, scholarships, and recognitions will take for public presentations

6.1.3.8 Committee chair in consultation with the Director and the Immediate Past President solicits names of Association members to serve on the Awards Strategic Committee

6.1.2.8.a Committee ideally consists of 4 – 6 members, plus 2 Co-Chairs, Immediate Past President, and Director

6.1.2.8.b Committee members, Co-Chairs, and Immediate Past President will vote on award/scholarship recipients

6.1.2.8.c Director will vote only when a tie breaker is needed

6.1.2.8.d Note: Any committee member may abstain from voting if there is a perceived conflict of interest (i.e. if a committee member has made a nomination, he/she may abstain from this particular vote).

6.1.3.9 Determines award recipients

6.1.3.10 Recommends award recipients to the Board for approval at the May meeting

6.1.3.11 After Board approval, presents the names of recipients to the Association Administrator who is responsible for preparing plaques, certificates and other necessary awards to be presented at the Annual Conference

6.1.3.12 Ensures that the Association Administrator maintains a list of past and present awards recipients for OELMA publications including the OELMA web site and annual conference publications

6.1.3.13 Committee chair in consultation with the Director, Immediate Past President, President, and Director of Communications issues announcements via listserv, press releases and letters to the respective school district personnel, and social media

6.1.3.14 Arranges for the site visits for the evaluation of the nominees for District and School Outstanding School Library of Distinction Awards

6.1.3.15 Establishes guidelines for the Library Leadership Ohio Scholarship and coordinates with the State Library of Ohio, as needed

6.2 Communications Strategic Committee

6.2.1 Committee Leadership

6.2.1.1 President

6.2.1.2 Director of Communications

6.2.1.3 Co-chairs of the Communications Strategic Committee

6.2.2 Sub-Committees

6.2.2.1 Library Promotions and Advocacy

6.2.2.2 Publication
6.2.3 Duties and Responsibilities

6.2.3.1 Establishes and carries out communication procedures in accordance with Board-approved policies

6.2.3.2 Establishes, with board approval, message content and delivery

6.2.3.3 Develop or curate content messages to be shared with the following Association stakeholders

- Members (existing)
- Members (potential)
- Educational Organizations and Entities
- Administrators
- Content Teachers
- Parents/Civic Groups
- School Boards
- Government Entities (ODE, Legislators, etc.)

6.2.3.4 Collect data on the status of school library programs in Ohio in consultation with Regional Representation Strategic Committee

6.2.3.5 Develop and maintain a social media policy for OELMA’s social media platforms (including who has the authority to post)

6.2.3.6 Disseminate the message using appropriate delivery vehicle(s)

- Website
- Social media tools
- Listserv
- Electronic newsletter
- News releases and updates
- Electronic Journal (*Spectrum*)
- White Papers
- Face-to-Face at Conferences (i.e. ITIP, Google Summit, Ohio PTA, State School Board, Administrators, etc.)

6.3 Conference Strategic Committee

6.3.1 Committee Leadership

- Vice President
- Director of Conference
- Co-chairs of the Conference Strategic Committee

6.3.2 Sub-Committees

- None

6.3.3 Duties and Responsibilities

- Responsible for the conference in accordance with Board-approved policies
6.3.3.2 Will plan, manage, and evaluate the Association’s conference
   6.3.3.2.a Plan schedule, program, fees, and events
   6.3.3.2.b Registration
   6.3.3.2.c Sponsorship and Exhibits
   6.3.3.2.d Evaluation and Professional Credits
   6.3.3.2.e Conference Promotion

6.4 Operations Strategic Committee

6.4.1 Committee Leadership

   6.4.1.1 Bylaws, Policy and Strategic Planning Sub-Committee:
      6.4.1.1.a Immediate Past President
      6.4.1.1.b Director of Operations
      6.4.1.1.c Co-Chairs of the Operations Strategic Committee

   6.4.1.2 Archives Sub-Committee:
      6.4.1.2.a Secretary
      6.4.1.2.b Director of Operations
      6.4.1.2.c Co-Chairs of the Operations Strategic Committee

   6.4.1.3 Budget & Finance Sub-Committee:
      6.4.1.3.a Treasurer
      6.4.1.3.b Vice President
      6.4.1.3.c Director of Operations
      6.4.1.3.d Co-Chairs of the Operations Strategic Committee

   6.4.1.4 Membership Sub-Committee:
      6.4.1.4.a Secretary
      6.4.1.4.b Director of Operations
      6.4.1.4.c Co-Chairs of the Operations Strategic Committee

   6.4.1.5 Nominations/Leadership Development Sub-Committee:
      6.4.1.5.a Immediate Past President
      6.4.1.5.b Director of Operations
      6.4.1.5.c Co-Chairs of the Operations Strategic Committee

6.4.2 Sub-Committees

   6.4.2.1 Bylaws, Policy and Strategic Planning
   6.4.2.2 Archives
   6.4.2.3 Budget & Finance
   6.4.2.4 Membership
   6.4.2.5 Nominations/Leadership Development
6.4.3 Duties and Responsibilities

6.4.3.1 Establishes and carries out operational procedures in accordance with OELMA Bylaws and Board-approved policies.

6.4.3.2 Governance:
Maintain, monitor and update the official records (Bylaws and policy), documents (archives, mission, vision, strategic plan), and financial health (budget and finance) associated with the governing of the Association

6.4.3.3 Membership:
Advises the Board on matters related to membership structure and dues; consults with the Communication Strategic Committee to develop new member and promotional information about the Association; consults with Regional Representation Strategic Committee about member promotion, concerns, etc.

6.4.3.4 Nominations/Leadership Development:
Conducts nominations and elections in accordance with provisions in the Bylaws of the Association; identifies and develops leadership within the Association

6.5 Regional Representation Strategic Committee

6.5.1 Committee Leadership
6.5.1.1 Director of Regional Representation
6.5.1.2 Director of Operations
6.5.1.3 Director of Communications
6.5.1.3 Director Representative to the Executive Committee

6.5.2 Sub-Committees
6.5.2.1 None

6.5.3 Duties and Responsibilities
6.5.3.1 Establishes and carries out procedures for maintaining communication with regions within the state in accordance with Board-approved policies

6.5.3.2 Consults with the Vice President and President to identify OELMA members to serve as representatives that correspond to the ITC regions. The Association Management Company may play a role in making suggestions with their long-term organizational knowledge

6.5.3.3 Consults with INFOhio and ITCs to develop a plan for regional representation
6.5.3.4 Maintains communication with regional representatives about such issues as membership, status of school libraries and librarians in region’s districts, etc.

6.5.3.5 Consults with Director of Operations (membership) about developing and implementing surveys to determine status of school libraries.

6.5.3.6 Uses school library data to inform Director of Communications and Executive Committee about impending retirements, layoffs, etc. that affect the quality of school library programs in Ohio.

6.6 Teaching and Learning Strategic Committee

6.6.1 Committee Leadership

6.6.1.1 Immediate Past President

6.6.1.2 Vice President

6.6.1.3 Director of Teaching and Learning

6.6.1.3 Director of Regional Representation

6.6.2 Sub-Committees

6.6.2.1 Professional Development

6.6.2.2 Professional Standards

6.6.3 Duties and Responsibilities

6.6.3.1 Establishes and carries out teaching and learning procedures in accordance with Board-approved policies.

6.6.3.2 Establishes, with Board approval, the competency focus for the year (see SLMS/Teacher Librarian Core Competencies).

6.6.3.3 Develops professional development centered on core competency.

6.6.3.4 Consults with Conference Strategic Committee (Conference), Immediate Past President (MidWinter); Director of Regional Representation about professional development; Director of Operations about leadership development.

6.6.3.5 Works with higher education institutions (i.e. Ashland, Youngstown, etc.) to establish graduate credit opportunities for OELMA professional development.

6.6.3.6 Develops plan, with Board approval, for delivering professional development such as face-to-face or online (webinars, courses, book discussions, blogs, etc.).

6.6.3.7 Develops plan, with Board approval, to certify completion of professional development (i.e. badging, certificates, etc.).

6.6.3.8 Consults with Communication Strategic Committee to promote OELMA professional development.

6.6.3.9 Informs OELMA members about professional development opportunities.
6.6.3.10 Reviews and revises, with Board approval, OELMA’s SLMS/Teacher Librarian Evaluation Rubric

6.6.3.11 Reviews and revises, with Board approval, SLMS/Teacher Librarian Core Competencies

6.6.3.12 Consults with the Kent State University SLIS Liaison and the Ohio Department of Education Liaison about updates related to licensure and academic standards

6.6.3.13 Informs members about ESSA and school libraries

6.6.3.14 Develops, with Board approval, strategy for defining Highly Effective School Library (AASL)

6.6.3.15 Attends quarterly LSSC meetings at State Library of Ohio (SLO) as per the Memorandum of Understanding (MOU)

7 Appointed Liaisons

7.1 INFOhio Liaison from OELMA

7.1.1 Term of Office

7.1.1.1 One (1) year

7.1.2 Process for Appointment

7.1.2.1 Appointed by the President

7.1.2.2 Approved by the Board

7.1.3 Duties and Responsibilities

7.1.3.1 Attends meetings of the OELMA Board and the INFOhio Governing Advisory Board (GAB)

7.1.3.2 Shares OELMA concerns with the INFOhio GAB

7.2 INFOhio Liaison to OELMA

7.2.1 Term of Office

7.2.1.1 One (1) year

7.2.2 Process for Appointment

7.2.2.1 INFOhio employee must be requested in written form annually to INFOhio

7.2.3 Duties and Responsibilities

7.2.3.1 Attends meetings of the OELMA Board (non-voting)

7.2.3.2 Shares information from INFOhio

7.2.3.3 May present at Board meetings, the Annual Conference, MidWinter, and any other events as needed
7.3 Ohio Department of Education (ODE) Liaison to OELMA
   7.3.1 Term of Office
       7.3.1.1 One (1) year

   7.3.2 Process for Appointment
       7.3.2.1 ODE employee must be requested in written form each year to ODE

   7.3.3 Duties and Responsibilities
       7.3.3.1 Promotes the role of school library media specialists in Ohio
       7.3.3.2 Attends meetings of the OELMA Board (non-voting)
       7.3.3.3 Shares information from the Ohio Department of Education and informs OELMA of opportunities to be involved in supporting programs and initiatives jointly with the Department
       7.3.3.4 May present at Board meetings, the Annual Conference, MidWinter, and any other events as needed

7.4 Kent State University (KSU) SLIS Liaison to OELMA
   7.4.1 Term of Office
       7.4.1.1 One (1) year

   7.4.2 Process for Appointment
       7.4.2.1 Kent State University SLIS employee must be requested in written form each year to SLIS Director

   7.4.3 Duties and Responsibilities
       7.4.3.1 Promotes the role of school library media specialists in Ohio
       7.4.3.2 Attends meetings of the OELMA Board (non-voting)
       7.4.3.3 Promotes membership in the Association with current licensure students
       7.4.3.4 Shares information from Kent State University SLIS and informs OELMA of opportunities to be involved in supporting programs and initiatives jointly with KSU SLIS
       7.4.3.5 May present at Board meetings, the Annual Conference, MidWinter, and any other events as needed

7.5 Administrator Liaison to OELMA
   7.5.1 Term of Office
       7.5.1.1 One (1) year

   7.5.2 Process for Appointment
       7.5.2.1 Appointed by the President
7.5.2.2 Approved by the Board

7.5.3 Duties and Responsibilities
7.5.3.1 Promotes the role of school library media specialists in Ohio
7.5.3.2 Attends meetings of the OELMA Board (non-voting)
7.5.3.3 Consults with the Director of Teaching and Learning to create professional development opportunities for school administrators that promote the role of the school library media specialist
7.5.3.4 Shares information about Ohio Administrator Associations (publications, annual meetings, etc.) and informs OELMA of opportunities to be involved in said associations
7.5.3.5 May present at Board meetings, the Annual Conference, MidWinter, and any other events as needed

8 Other Appointed Positions

8.1 Buckeye Children’s Book Award (2 Representatives)
8.1.1 Term of Office
8.1.1.1 Two (2) years, subject to the President’s appointment

8.1.2 Process for Appointment
8.1.2.1 Appointed by the President
8.1.2.2 Approved by the Board

8.1.3 Duties and Responsibilities
8.1.3.1 Informs the OELMA Board of the annual assessment/membership fees
8.1.3.2 On a rotating basis, OELMA sponsors the winners. This is usually at the OELMA Annual Conference.

8.2 Editor - Spectrum
8.2.1 Term of Office
8.2.1.1 Ongoing (When in Publication), unless terminated by the Board

8.2.2 Process for Appointment
8.2.2.1 Appointed by the President
8.2.2.2 Approved by the Board

8.2.3 Duties and Responsibilities
8.2.3.1 Informs the OELMA Board of the annual assessment/membership fees
8.2.3.2 Prepares the annual issue of Ohio Media Spectrum for electronic publication; publication to occur approximately one month prior to the annual OELMA conference

8.2.3.3 Contacts officers, committee chairs, and members for items for potential publication

8.2.3.4 Solicits manuscripts of professional interest from library media specialists and other educators at local, state, and national levels for potential publication

8.2.3.5 Selects members of the Editorial Board in consultation with the Board

8.2.3.6 Selects a theme for the current issue in consultation with the Board

8.2.3.7 Provides creative conceptualization, layout, and design for the journal

8.2.3.8 Tailors graphics to each individual publication

8.2.3.9 Remains current with standard software

8.2.3.10 Corresponds via electronic means with the Board, members, prospective authors, and the Editorial Board

8.2.3.11 Provides the completed journal in electronic format (currently, an Adobe PDF file) to the Association Administrator who then posts the file to the OELMA website

8.2.3.12 Registers each issue of the journal with the U.S. Copyright Office with the assistance of the Association Administrator

9 Association Management Company

9.1 Entity Contracted for Association Management
Northeast Ohio Regional Library System (NEO-RLS)
1737 Georgetown Road, Suite B
Hudson, OH 44236
p (330) 655-0531
f (800) 373-9594

9.2 Length of Contract
The currently established contract with NEO-RLS has been approved by the OELMA Board of Directors and is valid in perpetuity (See Appendix A-01)

9.3 Termination of Contract
To terminate the current contract, either party needs to provide a minimum of 90 days’ notice.
9.4 Performance Evaluation

9.4.1 An annual review of the Association Management Company will be conducted by a member of the Executive Board as directed by the President.

9.4.2 The full Board of Directors will complete the evaluation.

9.4.3 A review session will take place from representatives of the Association Management Company and the OELMA President accompanies by two other members of the Executive Committee.

9.5 Duties and Responsibilities

9.5.1 General Management

9.5.1.1 Reports directly to the President and keeps the President advised of all office transactions pertaining to OELMA business.

9.5.1.2 Executes the policies and directives of the OELMA Board of Directors.

9.5.1.3 Assists in maintaining the continuity of programs within the Association.

9.5.1.4 Coordinates and supports activities of the Board, including, but not limited to:

- 9.5.1.4.a arranging meeting sites
- 9.5.1.4.b booking hotel rooms
- 9.5.1.4.c distributing agendas, minutes and other documents, as requested
- 9.5.1.4.d producing status reports, as requested
- 9.5.1.4.e attending meetings and providing on-site services, as requested

9.5.1.5 Manages the OELMA office and its activities relevant to meetings of the Board of Directors, membership, financial transactions, conferences, etc.

9.5.1.6 Develops and coordinates a new Board member orientation in conjunction with the President and Immediate Past President.

9.5.1.7 Develops and maintains the OELMA master calendar.

9.5.1.8 Supervises all contract service providers.

9.5.1.9 Performs the following tasks in support of the Nominations Sub-Committee:

- 9.5.1.9.a Maintains a list of members who have served as Committee members, Committee Chairs, Directors, or Officers who have run for office, including a list of potential candidates for consideration in future years.
- 9.5.1.9.b Receives all nominations for OELMA elected Offices, verifies membership, and then forwards to the Nominations Sub-Committee for consideration.
- 9.5.1.9.c Provides a candidate’s biographical information to the Board prior to the May Board Meeting.
9.5.1.9.d Develops a ballot including the names of each candidate, biographical information, and platform statement based on the voting method determined by the OLEMA Board of Directors.

9.5.1.10 Maintain a current master copy of the Bylaws and Policy Manual.

9.5.2 Finance & Budget

9.5.2.1 Work with the Treasurer and the Director of Operations in monitoring the budget and expenditures, including, but not limited to:

9.5.2.1.a Collecting and depositing all receipts
9.5.2.1.b Maintaining all accounts
9.5.2.1.c Preparing and dispersing checks or payment of bills as authorized by the President and Treasurer
9.5.2.1.d Submitting the books for audit every three years or a review in the intervening years as determined by the Board

9.5.2.2 Makes prompt arrangements with the financial institution of choice for the deposit of Association funds in the name of OELMA.

9.5.2.3 Arranges for an annual meeting with OELMA’s financial advisor to discuss the investment accounts with the Executive Committee.

9.5.2.4 Monitors all savings accounts, certificates of deposits, and other investments; researches and recommends to the Board any revisions to those accounts.

9.5.2.5 Assists the Treasurer, Director of Operations, and members of the Budget and Finance Committee in developing an annual budget that will be presented to the Board for approval.

9.5.2.6 Supervises work by contracted auditor and/or accountant.

9.5.3 Membership

9.5.3.1 Assists the Director of Operations and the Chair of the Membership Sub-Committee in preparation and implementation of all aspects of membership.

9.5.3.2 Maintains membership database, including:

9.5.3.2.a Personal members
9.5.3.2.b Subscribers
9.5.3.2.c Exhibitors

9.5.3.3 Supervises and maintains membership e-lists.

9.5.3.4 Executes OELMA mailings.

9.5.3.5 Executes an electronic membership directory, which will reside within the Members Only section of the OELMA website.

9.5.3.6 Coordinates all publications with the Director of Communications.
9.5.4 Conference

9.5.4.1 Researches and recommends to the Board conference sites and sponsors

9.5.4.2 Assists the Vice President and Director of Conference in allocating responsibilities

9.5.4.3 Negotiates, supervises, and coordinates all contracts for:
   9.5.4.3.a conference sites
   9.5.4.3.b hotels
   9.5.4.3.c sponsors
   9.5.4.3.d exhibitors
   9.5.4.3.e service providers

9.5.4.4 Provides on-site and other services as determined by the Board and conference committee(s)

9.5.4.5 Takes on responsibility for producing award plaques each year

9.5.5 Communications

Coordinates with the Director of Communications and the Chair of the Advocacy Sub-Committee to promote a favorable public relations image with the media and public in general about the role of school librarians in Ohio

9.5.6 Website Maintenance

9.5.6.1 Negotiates contract with the Internet Service Provider (ISP) and ensures that the ISP keeps a backup of the website

9.5.6.2 Ensures that the OELMA domain is renewed when necessary

9.5.6.3 Monitors the OELMA website information and links to ensure it remains timely and accurate.

9.5.6.4 Determines, in consultation with the President and the Director of Communications and with approval of the Board, the placement of all new information submitted by program areas

9.5.6.5 Has the oversight responsibility for the website and provides access to appropriate Board members for website maintenance

9.5.6.6 Reviews requests from other webmasters to link to their sites

9.5.6.7 Identifies opportunities to use the Internet to facilitate initiatives in OELMA

9.6 Evaluation (Annual)

9.6.1 Expectations

9.6.1.1 The Board, under the direction of the President, will complete an annual formal evaluation of the Association Management Company’s services, which will be shared with the Association Management Company at its culmination
9.6.1.2 This procedure is designed to help the Board determine if the Association Management Company is meeting the needs of the Association.

9.6.1.3 The OELMA Executive Committee and Board have a responsibility to create a favorable climate for the Association Management Company to meet the responsibilities and perform the duties specified in this Policy Manual.

9.6.1.4 The Association Management Company has a responsibility to work cooperatively with the OELMA Board in fulfilling their assigned responsibilities and duties.

9.6.1.5 To be effective, this appraisal procedure requires an open and collegial sharing of information between parties.

9.6.1.6 The emphasis is on improving the performance of the position for the mutual benefit of OELMA and the Association Management Company.

9.6.2 Objectives

9.6.2.1 To Promote communication between the Association Management Company, the Executive Board, and the Board of Directors.

9.6.2.2 To develop a better understanding of the duties and responsibilities of the Association Management Company.

9.6.2.3 To mutually establish long and short-range goals for the Association Management Company.

9.6.2.4 To provide accountability through the periodic mutual assessment of the Association Management Company.

9.6.2.5 To encourage the mutual sharing of concerns regarding all aspects of the Association Management Company.

9.6.2.6 To promote improved performance and encourage the personal and professional growth of the Association Management Company.

9.6.2.7 To provide input for the service agreement with the Association Management Company.

9.6.3 Method

9.6.3.1 In the Spring, the President will direct an Executive Board member to conduct the evaluation.

9.6.3.2 The Executive Board member charged with conducting the evaluation will distribute an online evaluation to the OELMA Board.

9.6.3.3 The responses will be compiled, and the information will be used to highlight areas for improvement.
9.6.4 Form

9.6.4.1 The current version of the Association Management Company Annual Evaluation can be found in Appendix A-01.

9.6.4.2 The President and the Association Management Company will work together to suggest job targets to the Executive Committee.

9.6.4.3 After the tasks have been agreed upon, progress toward them will be reviewed at minimum, annually, at the Executive Board Meetings.

10 Policies / Procedures

10.1 Account Codes

Follow the OELMA Account Code Annotation.

10.2 Affiliations / Professional Travel Policy

10.2.1 AASL and other related library organizations have formal structures that encourage direct and active input into the national association program and governance.

10.2.2 AASL has an “affiliate assembly” setup.

10.2.3 OELMA has historically sent a representative to this assembly.

10.2.4 It is recommended that the association, as budget permits, use the recommendations below when sending officials to represent OELMA, which capitalizes on the experience of OELMA officers.

<table>
<thead>
<tr>
<th>Typical Month</th>
<th>Event</th>
<th>Priority</th>
<th>Secondary</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>ALA MidWinter</td>
<td>President</td>
<td>Vice President</td>
<td>Past President</td>
</tr>
<tr>
<td>April</td>
<td>AASL Region 3</td>
<td>President</td>
<td>Vice President</td>
<td>Past President</td>
</tr>
<tr>
<td>June</td>
<td>ALA Annual</td>
<td>President</td>
<td>Vice President</td>
<td>Past President</td>
</tr>
<tr>
<td>October (odd years)</td>
<td>AASL National</td>
<td>President</td>
<td>Vice President</td>
<td>Past President</td>
</tr>
</tbody>
</table>

10.2.5 OELMA will maintain the ALA/AASL membership dues of the current President and Vice President.

10.3 Bank Signature Cards

Two members of the Association Management Company are required to be signers on OELMA accounts.

10.4 Bonding

10.4.1 All OELMA staff, through the Association Management Company, Northeast Ohio Library Systems (NEO-RLS), are bonded.

10.4.2 OELMA does not bond officers or directors.
10.5 Check Policy
10.5.1 The Association Management Company is authorized to write checks for payment of Association invoices.
10.5.2 Board approval must be obtained for any commitment of funds exceeding $5,000.
10.5.3 A person writing the check may not also be the recipient of the check.

10.6 Contracts
10.6.1 When a contract is with one entity (i.e. Veith), payments may not be made to individual persons.
10.6.2 Payment in excess of $600 requires taxing information (i.e. 1099 Form).

10.7 Digital Communication Etiquette
10.7.1 General Information
10.7.1.1 OELMA is dedicated to providing a safe and respectful environment that celebrates the diversity of people and ideas at all of its programs, events and communication formats.
10.7.1.2 Communication through all outlets managed by OELMA should be in compliance with the OELMA Anti-Harassment Policy.
10.7.1.3 Effective March 1, 2011, the OELMA listserv is a members-only benefit. After the dues renewal process is completed each year (approximately March 15), the staff at the OELMA office will delete the entire list and upload current members only.
10.7.1.4 New members are added as they join.
10.7.1.5 Once subscribed, send a message to the list at: oelma-l@LISTSERV.NWOCA.ORG.

10.7.2 Email Etiquette
10.7.2.1 Please participate! Our listserv is one way to provide [virtual] colleagues to those who work in isolation. E-mail can be a positive and affirming method of communication.
10.7.2.2 It is always wise to read all e-mail messages before responding to a post; that way, you can see if the question has already been answered and avoid duplicate responses.
10.7.2.3 Please be considerate of others. We all make mistakes, often attributed to hurrying. A polite, private response is always a better choice than a public response when pointing out an error.

10.7.3 Listserv and Social Media Etiquette
10.7.3.1 Being revised by Secretary, Director of Communications and Director of Operations.

10.7.4 Tips for Composing a Listserv Posting
10.7.4.1 Use a Subject Line; such as:
10.7.4.1.1 Elem. Book Suggestion Needed for Prediction Skills
10.7.4.1.2 High School Idea Needed for Class Novel
10.7.4.1.3 Great Article in January Issue of SLAMAM on Media Literacy

10.7.4.2 Use the REPLY function to reply to a listserv comment or question
10.7.4.3 If your e-mail address changes, please notify the OELMA Listserv Manager by sending a message to the Secretary.

10.7.5 Listserv and Social Media Etiquette
10.7.3.1 Being revised by Secretary, Director of Communications and Director of Operations

10.8 Electronic Voting
10.8.1 Financial matters may not exceed $5,000 and must have Treasurer approval
10.8.2 A Board member submits to the President a request to present a motion
10.8.3 The President determines if the motion is urgent
10.8.4 The motion is then sent out electronically
10.8.5 The electronic motion must include:
   10.8.5.1 The motion
   10.8.5.2 Who made the motion
   10.8.5.3 Any relevant documents or links pertaining to the motion
10.8.6 A second will need to be made electronically
10.8.7 The President can then call for the discussion to be open and give a timeframe for the duration of the discussion
   10.8.7.1 The default timeline for discussion is 5 days (excluding legal holidays)
   10.8.7.2 If at least three (3) members of the Executive Committee agree that a shorter timeline is necessary, an adjusted timeline (time for discussion cannot be less than 48 hours) will be communicated to the Board when the motion is presented
   10.8.7.3 The President will send out a notice when the discussion closes
   10.8.7.4 The Secretary will send out the electronic ballot for votes to be cast also stating on the ballot the duration of time for the vote to remain open
   10.8.7.5 When the timeframe for voting concludes, there must have been enough votes cast for there to have been a quorum, if there were not enough votes to make a sufficient quorum, the motion fails
   10.8.7.6 Motions pass or fail by the same rules used for voting in person as stated in the By-Laws
   10.8.7.7 The Secretary reports back to the President the results of the vote and places the electronic files from the vote into the “Agendas/Minutes/Motions” folder for the Board Meeting that
will immediately follow the electronic vote so that it becomes part of the official Board Record

10.8.7.8 The President announces the result of the vote to the Board

10.9 Endowment Policy
10.9.1 Interest and Dividends will be transferred to the Operating Budget at a rate determined by the OELMA Board of Directors
10.9.2 The Withdrawal Plan establishes a formula for using a portion of the appreciation in the Fund (see Withdrawal Formula - 10.20)

10.10 Expending of Funds
10.10.1 General Use of Funds
10.10.1.1 Board approval must be secured prior to committing funds if the total expenditure will exceed the allotted budget amount by 5% or greater for each account line
10.10.1.2 Requests for supplemental funds will be evaluated with respect to:
   10.10.1.2.a Goals and objectives of the committee
   10.10.1.2.b Budget status to said committee
   10.10.1.2.c The overall OELMA needs and priorities as identified by the Strategic Plan

10.10.2 Professional Travel
10.10.2.1 The President and Vice President’s expenses for attending regional and national conferences (see 10.2.4) may be reimbursed but not exceed the budgeted amount
10.10.2.2 If either attendee chooses, the budgeted amount may be shared with an elected officer and/or designee(s)
10.10.2.3 Reimbursement includes:
   10.10.2.3.a Meals
   10.10.2.3.b Conference Registration
   10.10.2.3.c Hotel
   10.10.2.3.d Airfare or mileage per the federal mileage reimbursement guidelines to and from the host city (whichever is cheaper)
   10.10.2.3.e If driving, toll charges and parking fees
   10.10.2.3.f If flying, transportation from the airport to the hotel upon arrival and from the hotel to the airport upon departure
   10.10.2.3.g Business calls
   10.10.2.3.h Special banquets, breakfasts, and/or luncheons
10.10.2.4 Reimbursements for ALA MidWinter and Annual Conference will be for the days in which the Affiliate Assembly meets
10.10.3 Registration Fees

10.10.3.1 This refers to those workshops, seminars, etc. conducted by OELMA at times other than Annual Conference.

10.10.3.2 Unless prohibited by a co-sponsor’s policy, such fees should cover all costs incurred on the workshop day including:

- 10.10.3.2.a Honoraria
- 10.10.3.2.b Meals
- 10.10.3.2.c Coffee Breaks
- 10.10.3.2.d Facilities
- 10.10.3.2.e Custodial help
- 10.10.3.2.f Expenses of speakers
- 10.10.3.2.g Free meals for guests, etc.

10.10.3.3 Making a profit is encouraged.

10.10.3.4 Such fees may be waived for members who will be presenting at the event and for Directors/Officers who organize and attend the event.

10.10.3.5 The Board may grant advance programming funds to be reimbursed by event fees.

10.10.4 Travel Expenses

10.10.4.1 This refers to those travel expenses not covered by Professional Travel - 10.10.2.

10.10.4.2 Funds for travel should be in the budget before the expenses are incurred.

10.10.4.3 Members conducting association business may be reimbursed for overnight accommodations if there is prior approval of the President.

10.10.4.4 Persons invited to appear before the Board may have their expenses paid at the discretion of the President.

10.10.4.5 This President will notify the Association Management Company and Treasurer when these expenses are approved.

10.10.4.6 If there is not an account available to pay these expenses from or if the expenses need to be paid last minute, the President has the right to utilize the President’s Discretionary Fund for this purpose.

10.10.4.7 The Board recommends that meals are not reimbursed for travel that falls within 10.10.4.

10.11 Financial Statements

Monthly financial statements are completed and reviewed by the Association Management Company then provided to the Treasurer who reports on those statements to the full Board.
10.12 Investment Fund Policy

10.12.1 Statement of Purpose

10.12.1.1 The purpose of this policy is to institute proper guidelines for the ongoing management of OELMA short to intermediate term investments.

10.12.2 Investment Objectives

10.12.2.1 The assets represent the present and working investments funds for the present and future operations of the Association.

10.12.2.2 The primary objectives of these assets include capital preservation, investment diversification, and the ability to generate attractive yields.

10.12.2.3 Attempts are made to add to this fund each year.

10.12.2.4 A financial goal is to have one year’s operating expenses.

10.12.2.5 Appropriate Investments

10.12.2.5.a Bank Certificates of Deposit (CDs)

10.12.2.5.b Money Market Funds

10.12.2.5.c Mutual Funds

10.12.2.6 Limits

10.12.2.6.a The portfolio is to be invested in a strategic mix of equity securities (common stocks and convertible securities) and fixed income securities (bonds), including equity or fixed income mutual funds.

10.12.2.6.b No more than 65% of the portfolio can be invested in equities.

10.12.2.6.c The average quality rating of fixed income securities must be BBB or better as rated by either Moody’s or Standard and Poor’s.

10.12.2.6.d No investment in any one common stock or corporate bond shall exceed $100,000.

10.12.2.6.e Certificates of Deposit should be from FDIC insured institutions in amounts that are covered by then current FDIC limits.

10.12.2.7 Selection, Review and Monitoring

10.12.2.7.a The OELMA Treasurer will work with the account Financial Advisor to prepare a recommendation of investments for the portfolio.

10.12.2.7.b The recommendation will be presented to the OELMA Executive Committee for discussion and approval.
10.12.2.7.c The Treasurer will monitor the account through monthly/quarterly statements (as determined by the investment company) and the use of online reporting (if available)

10.12.2.7.d In addition, the Executive Committee will conduct an annual review with the Financial Advisor and report to the membership on an annual basis

10.12.2.7.e The Treasurer will work with the Association Management Company to determine liquidity of investment funds on a periodic basis, based on business assets and overall operating costs

10.13 Membership Database Sales and Marketing

10.13.1 OELMA may sell its membership database to library related individuals and agencies to include vendors, colleges/universities, and researchers, as approved by the Executive Committee

10.13.2 The cost of the membership database shall be determined annually by the Board, upon recommendation from the Budget and Finance Sub-Committee

10.13.3 OELMA may include as part of the vendor sponsorship at Annual Conference a membership database and/or conference attendee database in electronic format

10.13.4 The information provided in any sale of the membership database shall be limited to the following:

10.13.4.1 Name
10.13.4.2 Email address
10.13.4.3 Employing school district
10.13.4.4 School building location
10.13.4.5 Work address
10.13.4.6 Work county

10.13.5 Members may send a written request to the OELMA office if they wish to be excluded from any database sales

10.14 Membership Directory

10.14.1 A membership directory for the OELMA members will be maintained

10.14.2 A password protected online membership directory is available to all members

10.14.3 Awaiting guidance from the Association Management Company

[Past wording: After the membership dues renewal process is completed each year, the password for access to the online membership directory will be changed by the OELMA office]

10.14.4 The information provided in the directory shall consist of:

10.14.4.1 Name
10.14.2 Membership type
10.14.3 Email address
10.14.4 Home and/or work mailing address
10.14.5 Employing school district
10.14.6 School building location
10.14.7 School building county
10.14.8 School building phone number
10.14.9 School building fax number (if applicable)

10.14.5 A disclaimer shall be included in any printed or electronic format of the membership directory with the following wording: “This directory is for personal use only. Please respect the desire of the membership and not make this directory available to other organizations, companies, or individuals.”

10.15 Non-Member Fees
Attendance to OELMA events will be open to non-members at an additional cost, a minimum of 20% above the member’s cost

10.16 Past President Membership Dues
10.16.1 Past Presidents are offered a 50% discount on OELMA membership each year, including their term as Immediate Past President, and each year after that until retirement
10.16.2 Once a Past President retires, annual membership will become complimentary
10.16.3 If a Past President retires prior to the expiration of their current membership year to OELMA, the complimentary membership will take effect at the start of the next membership year

10.17 Phone Documentation
The IRS requires the following information in order for OELMA to reimburse a member for Association calls:
10.17.1 Party called
10.17.2 Date of call
10.17.3 Number called
10.17.4 Location you called from
10.17.5 Location you called to

10.18 Reimbursement of Expenses
10.18.1 Each committee will be given a budget annually
10.18.2 Each committee must operate within that amount and have no over spending before Board approval (with the exception of the 5% overage policy – see 10.10.1.1)
10.18.3 Each committee can submit to the OELMA Treasurer a supplemental request for additional funds

10.18.3.1 The supplemental funds request is to be submitted before expenditures are made, if at all possible

10.18.3.2 The request must be made in detail by the Chair/Director and signed by him/her

10.18.3.3 The Treasurer will take the supplemental funds requested to the Board for approval and notify the Chair/Director of the decision

10.18.4 For reimbursement or bills to be paid, the following must be followed:

10.18.4.1 Submit expense forms, with all original receipts attached, to the Treasurer

10.18.4.2 If you cannot get a receipt, a handwritten receipt with the following information is required:

10.18.4.2.a What was purchased

10.18.4.2.b Business where the purchase was made

10.18.4.2.c Address where the purchase was made

10.18.4.2.d Each item purchased listed with prices (itemized)

10.18.4.2.e Tax that was charged on purchase

10.18.4.2.f Total of the purchase

10.18.4.2.g A signature of the purchaser

10.18.4.3 Ensure that you pay sales tax as OELMA is not exempt from paying Ohio sales tax

10.18.4.4 After the Treasurer approves and signs the expense form, send it to the OELMA office for reimbursement to be processed

10.19 Sale of Publications and Advertising

10.19.1 Subscription price to the Ohio Spectrum shall be set on a yearly basis

10.19.2 Classified advertising in OELMA publications may be authorized for sale as set by the Board annually

10.19.3 All billing for advertising is handled through the Association Management Company or a designee named by the President

10.20 Undersigned Bequests Policy

10.20.1 Upon receipt of a single bequest that is $5,000 or more, 20% of said bequest shall be designated for OELMA’s general fund to be used in any manner deemed appropriate by the Board of Directors unless prohibited by the donor’s stipulations

10.20.2 Upon receipt of said bequest, 80% shall be deposited into the Endowment Fund

10.20.2.1 The assets of the Endowment Fund shall be invested prudently and may, at the discretion of the Budget and Finance Sub-Committee and with approval of the Board of Directors, be pooled with other OELMA invested assets
10.20.2.2 The assets and earnings of the Endowment Fund, however, shall be accounted for separately.

10.20.3 Disbursements from the Endowment Fund appreciation shall be made at the discretion of the Board of Directors for special projects or when revenue is insufficient to meet operating expenses.

10.20.4 Disbursements from OELMA’s other investment funds shall be made at the discretion of the Board of Directors for special projects and/or emergency needs, in accordance with the OELMA Investment Policy.

10.20.4.1 As used in this section, an “emergency need” is a need that is exceptional, irregular and is not expected to recur for a period of years.

10.21 Withdrawal Formula

10.21.1 15% of Total Appreciation over the last three years.

10.21.2 If it is determined that the fund will continue to grow, only a portion of growth withdrawn.

10.21.3 If it is determined that the fund will not grow, there should be no withdrawal permitted.

10.21.4 This formula smooths out year to year fluctuations in growth rates.

10.21.5 The Budget and Finance Sub-Committee and Board of Directors must approve a budget each year, which determines the amount that will be withdrawn.

10.21.6 Any additional withdrawals will require approval from the General Membership.

10.22 Workshop Income

10.22.1 All workshop money must be sent by Directors or Officers to the OELMA office.

10.22.2 Individual members should not collect monies for workshops.

10.22.3 The only exception to this rule is if another organization is helping to pay for the workshop and funds must be run through their accounts.

10.22.4 Please notify the Treasurer and Association Management Company if this is to happen.

10.22.5 Never create a checking and/or savings account for your workshop.

10.22.6 Never put money into your personal banking account.

10.22.7 If you collect cash at a workshop, deliver it to the Association Management Company as instructed.
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Appendix A-01

ASSOCIATION MANAGEMENT AGREEMENT

This Association Management Agreement is made and entered into on this 26th day of November 2018, by and between the Ohio Educational Library Media Association (“OELMA”) and the Northeast Ohio Regional Library System (“NEO-RLS”) for the purpose of designating NEO-RLS as the Association Management Company for OELMA in accordance with and pursuant to the NEO-RLS Proposal prepared November 8, 2018 and revised November 12, 2018 (the “Proposal”). The Proposal is attached hereto as Exhibit A and incorporated by reference as if fully re-written herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is agreed by and between the parties as follows:

Section 1. NEO-RLS shall serve as the Association Management Company of OELMA. In its capacity as the Association Management Company for OELMA, NEO-RLS shall perform all duties in the specified areas of Fiscal Management, Conference Support, Membership Services, Board and Committee Meetings, Website Management and Social Media Support, Marketing and Communications support, Business Support, and OELMA Awards as set forth in the Proposal. Both NEO-RLS and OELMA covenant and represent that their respective Boards of Trustees have expressly authorized execution of this Agreement by their respective representatives.

Section 2. In consideration for the performance of its duties as the Association Management Company, OELMA shall pay NEO-RLS the annual sum of $18,580 payable in equal monthly payments due on the 15th day of each month. To the extent NEO-RLS provides additional services beyond those listed in the Proposal, NEO-RLS and OELMA shall agree in writing on the amount OELMA will pay NEO-RLS for such services in advance of the performance of such services.

As outlined in the Proposal, the $18,580 fee does not cover upfront costs to be absorbed by OELMA, such as the transfer of organizational documents to NEO-RLS’ network and servers, a change in the member management system and migration of data, and/or a change in the website. NEO-RLS will make recommendations for these and other such situations using vendors known to NEO-RLS for their cost-effectiveness, reliability and quality of service. The cost for all future services provided by third-party firms will also be paid by OELMA with coordination of work overseen by NEO-RLS. All expenses incurred by NEO-RLS in the course of OELMA’s business will be paid for by OELMA, including but not limited to, office supplies, signage, and/or postage, etc. Charges will be invoiced without any additional fees and receipts will be provided.

Duties and fees shall be subject to a joint annual review in which OELMA shall be represented by the President and two members of the Executive Board and NEO-RLS shall be represented by the Executive Director and the Fiscal Officer. For any proposed increases in fees aside from the mutually reviewed and agreed upon changes, NEO-RLS will provide a 90 day notice.
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Section 3. This Agreement shall be effective commencing on the 1st day of January, 2019, and shall remain in effect for an indefinite term unless otherwise terminated by either party through written notice provided 90 days in advance of the termination date.

Section 4. This Agreement does not create an employment relationship between OELMA and NEO-RLS. Neither NEO-RLS nor any of its employees or agents shall be employees of OELMA with regard to any law pertaining to workplace safety, workers’ compensation, retirement, liability, the withholding of federal, state, or local taxes, or for any other purposes. At all times, OELMA shall maintain workers’ compensation and unemployment coverage for any employees it may employ, and OELMA shall retain the sole financial responsibility for any and all payments relating to any such employees. The parties expressly agree that NEO-RLS is not acting as the employer of any OELMA employee(s), and that NEO-RLS shall have no liability for the conduct of OELMA’s employee(s).

Section 5. NEO-RLS shall have the authority, in the name of OELMA, to enter into any contracts or other agreements needed in order to perform the services outlined in the Proposal. Any such contracts or other agreements shall be exclusively in the name of OELMA. If requested by the contracting third party, OELMA shall execute any such contract or agreement in its own name and by its own hand. NEO-RLS agrees to use its business judgment in good faith in determining whether any such contract or agreement is necessary.

Section 6. In the performance of its duties as the Association Management Company and in order to safeguard the assets of OELMA, two (2) signatures shall be required on all checks issued on behalf of OELMA. One signature shall be the Fiscal Officer of NEO-RLS, and the second signature shall be that of an NEO-RLS Board Officer.

Section 7. Each provision of this Agreement shall extend to, be binding on, and inure to the benefit of OELMA and NEO-RLS and their respective successors, assigns, heirs, and representatives.

Section 8. OELMA agrees to indemnify, defend, and hold harmless NEO-RLS against any and all loss, liability, damage, and expense (including reasonable attorneys’ fees) from claims asserted against NEO-RLS in relation to NEO-RLS’ provision of services under this Agreement, except to the extent that such claims arise from any willful or grossly negligent act or omission by NEO-RLS in the performance of its duties as the Association Management Company during the term of this Agreement.

Section 9. This Agreement shall be governed by the laws of the state of Ohio. If any provision of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, OELMA and NEO-RLS agree that the remainder of this Agreement shall remain in full force and effect.

Section 10. No party shall, without the other party’s prior written approval, assign any of its rights or obligations under this Agreement.
Appendix A-01

Section 11. Except as provided in the indemnification provision above, in the event of a dispute between the parties regarding this Agreement, neither party shall be liable to the other for any consequential, incidental, or punitive damages whatsoever. The prevailing party in any action brought under this Agreement shall be entitled to recover the attorneys' fees and expenses incurred in bringing such an action.

Section 12. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one and the same instrument.

Section 13. This Agreement represents the entire agreement between the parties. Any amendment, waiver, or other change to this Agreement will bind neither party unless agreed to in writing and signed by the authorized representative(s) of both parties.

IN WITNESS WHEREOF, the parties hereto, by and through their duly authorized representative(s), have executed this Agreement as of the date set forth above.

OHIO EDUCATIONAL LIBRARY MEDIA ASSOCIATION:

By: Debra Kay Logan

Its: President

NORTHEAST OHIO REGIONAL LIBRARY SYSTEM:

By: [Signature]

Its: [Signature]
Appendix A-02

FIREFPROOF

P.O. Box 1150
Grove City, OH 43123
(614) 259-2122

MASTER AGREEMENT

This Master Agreement is made this ___ day of ____, 20___ ("Agreement"), by and between FiReProof, P.O. Box 1150, Grove City, Ohio 43123 (hereinafter referred to as "Company"), and Ohio Educational Library Master Associates (hereinafter referred to as "Client").

WHEREAS, Company and Client desire to enter into this Agreement to govern services provided by Company including, without limitation, Company's records management, data storage, shredding and destruction, scanning and electronic document storage services. Company and Client may agree to terms set forth in proposals, exhibits, schedules, addenda or any such similar document (each a "Service Schedule") to further describe additional terms governing such services. In addition, Client agrees to follow the rules and procedures described in Company's policy and procedure manual as it may be updated by Company from time to time.

1. STORAGE AND RETRIEVAL OF RECORDS

Company hereby agrees to accept for storage and service under its management system and Client agrees to deposit such material ("Records" or "Deposits" or " Stored Material") as Company agrees to accept for storage and service from Client. Subject to the terms and conditions of this Agreement, Company shall provide storage for Client's Records in a secured area, reasonably designed to prevent loss or damage from any environmental or other similar cause, and shall provide reasonable inventory and retrieval procedures to ensure expeditious availability and control of deposits. Remained lists or descriptions of contents of Records submitted by Client to Company shall be considered to be for Client's recordkeeping, reclassification and reference purposes only, and shall not be considered proof that any document contained on such lists or descriptions are in fact contained in the Records accepted by the Company. Client represents and warrants to Company that none of the Stored Materials require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the remaining of the International Traffic in Arms Regulations (22 CFR 120). If any Stored Materials do contain such information, Client shall notify Company of the specific Stored Materials that contain such information and acknowledges that special storage and service rates may apply thereto.

2. PROHIBITED DEPOSITS

Client agrees that such Deposits shall not include materials for deposit or service with Company which contain highly flammable, toxic, explosive, radioactive or infectious substances, any material which emanates a discernible odor or aroma, any organic material which may attract vermin, insects, or narcotics or any illegal or unusual substances. Company reserves the right to open and inspect Deposits when tendered for storage or service, or when Company reasonably believes that a Deposit contains prohibited substances as described herein. Unless Company agrees in writing to inventory the contents of Stored Material, Company shall not be liable for loss of goods due to inventory shortage or unexplained or mysterious disappearance of goods.

3. ENCRYPTION OF ELECTRONIC RECORDS

Company agrees to encrypt all of its Stored Materials maintained in an electronic format (e.g. tapes, cartridges or similar media) and shall be solely liable for all consequences, obligations and liabilities that arise out of Client's failure to encrypt such Stored Material.

4. BAILMENT/DUTY OF CARE OF CLIENT RECORDS

Company and Client agree that all Deposits shall be held by Company under bailment and Company shall exercise care with respect to the custody, protection, storage, release or authorized destruction of such Records that a reasonably careful person would exercise under similar circumstances.

5. PAYMENT

Client agrees to pay Company the charges as set forth in this Agreement or the applicable Service Schedule agreed upon by the parties. Company agrees to maintain the charges set forth in the Service Schedule for a period of one (1) year after the effective date of such Service Schedule and thereafter reserves the right to charge its charges from time to time, upon thirty (30) days' notice to Client. In the event Client requests and Company performs any services not set forth on a Service Schedule, Company agrees to pay Client's current rate for such services unless otherwise agreed in writing by the parties. Monthly storage charges are due and payable to Company in advance, on the first day of each month. All Deposits placed with the Company between the first and fifteenth day of the month shall incur charges for the entire month. All Deposits placed with the Company after the fifteenth of the month shall incur charges at one-half the full monthly rate.

6. VALUATION OF DEPOSITS

Company and Client establish and agree that the standard maximum valuation of the Client's Deposits provided to Company shall be as follows: $200.00 DOLLARS (F200.00) per container, tape or cartridge.

7. OPTIONAL EXCESS VALUATION

By initiating where indicated below, Company and Client establish and agree that in addition to the Standard Maximum Valuation set forth in Section above, that the Records of Client under this Agreement shall have the following excess valuation: $2,000.00 DOLLARS (F2000.00) per container, tape or cartridge. Such excess valuation shall not apply unless an amount is included on the lease provided above and both parties have initialed and dated this paragraph as provided below:

____________________________  __________________________
Company_________________________Client_____________________
Date____________________________ Date_______________________

In consideration for the assignment of excess valuation to its Records, Client further agrees to pay an additional monthly storage rate as set forth on the Service Schedule. Such additional rate shall be paid at the time of regular monthly storage and service charges.

8. AUTHORIZED REPRESENTATIVES

Except as otherwise set forth in this Agreement, or any other disclosure required by law or regulation, Company shall only deliver or provide services pertaining to Stored Material at the direction of one of Client's representatives authorized by Client or any individual Company reasonably believes to be authorized ("Authorized Representatives"). Due to the confidential nature of the Records of Client and other customers of the Company, with respect to access requested by Client at a Company facility, Company shall restrict access to Client's Records to authorized representatives of Client, who may examine such Records in designated areas of Company's premises. Company shall not be liable for any delay in granting access or delivery of Records caused by Company's verification of the authorized status of a person or entity requesting access to Company's Records. Company may restrict or refuse to provide service to including, without limitation, removal of, Deposits for non-payment of charges as described herein.

9. INCIDENTAL TRANSPORTATION

As part of its services provided hereunder, Company may, from time to time, deliver Client's Records to Client upon its request. Company and Client agree that such delivery is incidental to Company's services, and Company shall not be deemed a contractor or common carrier, and the liability provisions hereof shall apply to any such transportation services. Client agrees that delivery to any public messenger service or third-party delivery service or carrier, whether selected by Company or Client, shall constitute delivery to Client. Client acknowledges and agrees that Company shall have no liability associated with the Stored Material once such Stored Material has been tendered by Company to such service or carrier.

10. SUBCONTRACTOR SERVICES

Company shall be permitted to engage one or more subcontractors to perform all or a portion of the services specified under this Agreement, provided that the services provided by such subcontractor are in full compliance with the terms and conditions of this Agreement. Company shall use reasonable care in selecting a subcontractor, and in monitoring its services hereunder. All valuations of deposits and limitations of liability applicable to Company under this Agreement shall be equitably applicable to any subcontractor performing services hereunder and shall not be in addition thereto.

11. COMPANY EQUIPMENT

In the course of providing some services, Company may provide equipment owned by Company (e.g., scanners and shredder containers) to be used by Depositor. Depositor acknowledges that all such equipment remains the property of Company and agrees to compensate Company for any damage or replacement of any Company equipment not returned to Company in good condition.

12. LIMITATION OF LIABILITY

COMPANY'S MAXIMUM LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS RELATED TO THE LOSS, DESTRUCTION, DAMAGE OR UNAUTHORIZED ACCESS TO CLIENT'S RECORDS SHALL BE LIMITED TO THE STANDARD MAXIMUM VALUATION SPECIFIED IN SECTION 6 OF THIS AGREEMENT, AND THE AMOUNT OF ANY OPTIONAL VALUATION SPECIFIED IN SECTION 7 OF THIS AGREEMENT. WITH RESPECT TO ANY AND ALL OTHER CLAIMS ASSERTED AGAINST COMPANY, WHETHER ARISING OUT OF CONTRACT, TORT, STATUTE, REGULATION OR OTHERWISE, AS WELL AS ANY LIABILITY IMPOSED BY ANY AGREEMENTS, EXHIBITS, OR ADDENDA HERETO, INCLUDING BUT NOT LIMITED TO ANY SERVICE ADDENDA OR BUSINESS ASSOCIATE AGREEMENTS, IN NO EVENT SHALL COMPANY'S LIABILITY TO CLIENT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO COMPANY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIMS. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOSS OF USE, DATA/INFORMATION BREACH NOTIFICATION REQUIREMENTS TO THIRD PARTIES UNDER STATE AND/OR FEDERAL LAW, AND LOST DATA/RECONSTRUCTION, REGARDLESS OF THE
Appendix A-02

FORM OF THE CLAIM, AND REGARDLESS OF WHETHER ANY SUCH DAMAGES WERE FORESEEABLE. SUBJECT TO THE CONDITIONS AND LIMITATIONS IMPOSED BY THIS AGREEMENT, COMPANY IS NOT RESPONSIBLE FOR THE REPAIR, REPLACEMENT OR RESTORATION OF LOST OR DAMAGED DeposITS, COMPANY IS NOT THE OWNER OF THE STORED MATERIALS AND THE STORED MATERIALS WILL NOT BE INSURED BY COMPANY AGAINST LOSS OR DAMAGE HOWEVER CAUSED, NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO PREVENT CLIENT FROM PROCURING AND MAINTAINING ITS OWN INSURANCE ON SUCH DeposITS AND CLIENT ACKNOWLEDGES ITS RESPONSIBILITY TO MAINTAIN SUCH INSURANCE AND ADVISE ITS CARRIERS OF THE LOCATION OF CLIENT’S STORAGE LOCATION(s). CLIENT SHALL CAUSE ITS INSURERS TO WAIVE ANY RIGHT OF SUBROGATION AGAINST COMPANY. ANY CLAIMS AGAINST COMPANY MUST BE MADE IN WRITING AND DELIVERED TO COMPANY BY CERTIFIED MAIL, WITHIN TEN (10) DAYS AFTER THE RETURN OF STORED MATERIALS TO CLIENT, OR CLIENT’S RECEIPT OF NOTIFICATION OF ANY EVENT OR OCCURRENCE AFFECTING SUCH STORED MATERIALS, WHichever FIRST OCCURS.

13. LEGAL PROCESS; LIEN

Company shall not be liable to Client or any third party for the disclosure of or the seizure, attachment, garnishment or subpoena of Client’s Records pursuant to civil or criminal legal process issued against Client, its employees, or its agents, which directs Company to hold, disclose, turn over, or surrender such Records pursuant to such legal process. In the event the Company is directed to disclose, surrender or grant access to any records of Client pursuant to legal process, Company shall notify Client with reasonable promptness of its receipt of such legal process, unless such notification is prohibited by law. Company shall have a lien upon all Records of Client or on proceeds thereof in its possession for charges and advances hereunder for storage, services and expenses necessary for preservation of such Records, or reasonably incurred pursuant to law. In addition, Company shall have, and may exercise in addition to its rights hereunder, all rights granted to a warehouse under the Uniform Commercial Code as adopted by the state of Ohio. Any expenses incurred in the cost of collecting arrears, including reasonable attorneys’ fees, shall be added to the charges owed to Company under this Agreement.

14. DEFAULT BY CLIENT

If Client fails to pay charges for Company for a period of thirty (30) days or more, then or during the event of any material breach of this agreement by Client, Company shall have all of the following rights which may be exercised individually, jointly or consecutively: (a) to refuse access to, or delivery of, all or a portion of Client’s Records, including total withdrawal and termination of this Agreement, until all outstanding charges are paid in full; (b) to refuse to provide further services to Client; (c) to redeliver all Records to Client to the last known address of the Client, at Client’s expense; (d) to charge Client interest on all unpaid balances at the rate of one and one-half (1½%) percent per month until paid; (e) terminate this Agreement, upon written notice to Client; (f) provided Client has failed to pay amounts due to Company for a period in excess of ninety (90) days following when such payments were due, Company shall provide written notice demanding payment of the past due amounts and if such amounts have not been paid within the thirty (30) day period following the date of such notice, to destroy Client’s documents; and (g) to enforce all rights and remedies available to Company under this Agreement or at law or in equity. In the event of Client’s repeated failure to pay monthly charges when due, or a material breach by Client, Company reserves the right to require that all future storage charges be paid by cash, certified check or wire transfer.

15. INDEMNIFICATION

Except to the extent caused by the gross negligence or willful misconduct of Company, Client agrees to fully indemnify, defend and hold harmless Company, its officers, employees and agents for any and all claims, damages, actions, suits, causes of action, awards, arbitration and fees and expenses, attorneys’ fees and expenses and any other losses and liabilities to which Company may be subject or that Company may suffer or incur arising out of its performance under this Agreement or its relations with Client or third parties in connection with this Agreement.

16. TERM OF AGREEMENT

This Agreement shall have a term of five (5) years and shall automatically renew for successive equal length periods thereafter until the later of: (a) either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiration of the then-existing term; or (b) the term of any Service Schedule expires or is terminated. Client shall provide Company a written notice of termination at least ninety (90) days prior written notice of early termination and shall pay an early termination fee consisting of the Company’s normal storage charges as applicable to the volume of Client’s Records and Company’s rates in effect at the time of such notice of termination through the end of the term, plus the Company’s normal service charges listed on the applicable Service Schedule. Such charges shall be due and payable, in full, prior to the release and redelivery of the Records to Client. In the event of such early termination, Company reserves the right to return Client’s Records at Company’s normal delivery rates to a location designated by Client. In the event of Client’s early termination of this Agreement, the Company reserves the right to require that all charges, fees and expenses incurred by the Client under this Agreement be paid by cash, certified check or wire transfer.

17. DESTRUCTION OF CLIENT’S RECORDS

Upon Client’s request to destroy any records or in connection with scheduled shredding services provided hereunder or pursuant to a Service Schedule, Company shall destroy those records designated for destruction at its normal rates for such destruction or as otherwise set forth in a Service Schedule. Client acknowledges that Company may dispose of the Stored Material by shredding, puncturing or any other means that are generally accepted in the industry for disposing of sensitive material. Client releases Company from any and all liability by reason of destruction of Client’s Records pursuant to Client’s request to destroy any records or to Company’s disposal of records provided to Company for shredding. After providing instructions to destroy further storage charges for such deposits beginning thirty (30) days after receipt of said written instructions. Client acknowledges and agrees that, unless otherwise agreed upon by the parties in writing, Client will ensure that only paper products are placed in boxes or containers provided to Company for shredding. Client will ensure that all metal and non-paper material is removed from shred materials including, without limitation, paper clips, binder clips and metal inserts in file folders, and Client will reimburse Company for Company’s actual cost in repairing any of Company’s equipment damaged by non-paper material included in Client’s shred material.

18. CAPTURE SERVICES

The provisions of this Section 18 shall apply to any document scanning services provided by Company that are not covered under a separate written agreement or Service Schedule between the parties. Client agrees Company will not be liable for minor wear or damage to documents during the scanning process, including but not limited to wear or damage caused by removal of staples, paperclips, binder, or any other type of fastening device, or the unfolding of documents as required to enable such items to be fed through an automatic document feeder (“ADF”) or to fit on a flatbed scanner or minor wear or damage to documents while moving through an ADF. Company shall be entitled to follow the instructions of an Authorized Representative regarding the transmission method of any scanned documents, provided that Company makes no representation or warranty regarding the security, quality, availability or timeliness of any such transmission methods. Company may provide online access to Depositors for purposes of storing, organizing, and viewing digital images. Company shall not be responsible for system downtime or unavailability of any such system caused by circumstances beyond the reasonable control of Company, including but not limited to issues related to disruptions in electric, natural gas, Internet or telecommunications services.

19. NOTIFICATION

Except as otherwise specifically provided in this Agreement, any notification to either party under this Agreement shall be deemed complete upon mailing to the other party by ordinary United States mail, postage prepaid, to the address set forth above, until written notice or postage change of address is received.

20. NON-SOLICITATION

During the term of this Agreement, and for a period of one year after its termination, Client agrees not to solicit the employment or employ any employee of Company without the express written consent of Company.

21. WAIVER

Failure to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right, or power, constitute a waiver or relinquishment of any such right or power for all or any other terms of this Agreement.

22. TERMS OF AGREEMENT TO CONTROL

In the event of a conflict between the terms of this Agreement and any Service Schedule or other schedules, exhibits or addenda hereto or the terms of any purchase orders issued by Client, the terms of this Agreement shall control.

23. MODIFICATION

This Agreement contains the entire agreement of the parties and it may not be modified or amended except in writing signed by both parties.

24. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law provisions or principles. Any legal proceeding concerning this Agreement shall be heard by the courts, state and federal, located in or near Franklin County, Ohio. Both parties hereby submit to the exclusive jurisdiction of such courts.

[Table: FIREPROOF]

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>CLIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>by date</td>
<td>by date</td>
</tr>
</tbody>
</table>

Michael E. James, CEO
Ohio Educational Library Media Association

[Please Print Name]
Appendix A-02

Exhibit A - Ohio Educational Library Media Association

<table>
<thead>
<tr>
<th>Storage</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardcopy storage - 0.5 cu ft.</td>
<td>Per carton / per month</td>
<td>$0.17</td>
</tr>
<tr>
<td>Hardcopy storage - 1.0 cu ft.</td>
<td>Per carton / per month</td>
<td>$0.33</td>
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<tr>
<td>Hardcopy storage – 1.5 cu ft.</td>
<td>Per carton / per month</td>
<td>$0.49</td>
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<tr>
<td>Hardcopy storage – 2.0 cu ft.</td>
<td>Per carton / per month</td>
<td>$0.66</td>
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<tr>
<td>Hardcopy storage – 2.0+ cu ft.</td>
<td>Per carton / per month</td>
<td>$0.83</td>
</tr>
<tr>
<td>Hardcopy storage - Pallet</td>
<td>Per pallet / per month</td>
<td>$14.50</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory</td>
<td>Per carton / file</td>
<td>$1.85</td>
</tr>
<tr>
<td>Retrieval/Refile</td>
<td>Per carton</td>
<td>$1.90</td>
</tr>
<tr>
<td></td>
<td>Per file</td>
<td>$2.40</td>
</tr>
<tr>
<td>Rush Retrieval</td>
<td>Per carton</td>
<td>$3.80</td>
</tr>
<tr>
<td></td>
<td>Per file</td>
<td>$4.80</td>
</tr>
<tr>
<td>Research Fee</td>
<td>Per file</td>
<td>$4.60</td>
</tr>
<tr>
<td>Rush Research Fee</td>
<td>Per file</td>
<td>$6.80</td>
</tr>
<tr>
<td>Permanent Removal – This fee does not include retrieval fees</td>
<td>Per item</td>
<td>$2.95</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Transportation / Labor Rates</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Standard Delivery – 1st Person</td>
<td>Per hour</td>
<td>$52.00</td>
</tr>
<tr>
<td>Non-Standard Delivery – Each additional person</td>
<td>Per hour</td>
<td>$35.00</td>
</tr>
<tr>
<td>Special Handling</td>
<td>Per hour</td>
<td>$35.00</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Destruction</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hardcopy Destruction: verification, shredding, certification / Per written authorization only</td>
<td>Per pound – bulk</td>
<td>$0.12</td>
</tr>
<tr>
<td>Receptacles / Cabinets - Paper Destruction</td>
<td>Per container / per switch</td>
<td>Per Quote</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Office and Administrative Services</th>
<th>Unit</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>CSR Breach Reporting Services</td>
<td>Per month</td>
<td>$14.95</td>
</tr>
<tr>
<td>Scan on Demand – up to 100 pages</td>
<td>Per request</td>
<td>$14.95</td>
</tr>
<tr>
<td>Requests are completed within 24 business hours</td>
<td>Per page</td>
<td>$0.05</td>
</tr>
<tr>
<td>Scan on Demand – over 100 pages</td>
<td>Per request</td>
<td>$14.95</td>
</tr>
<tr>
<td>Technical Support</td>
<td>Per hour</td>
<td>$50.00</td>
</tr>
<tr>
<td>Professional Services</td>
<td>Per hour</td>
<td>$150.00</td>
</tr>
<tr>
<td>Data Entry</td>
<td>Per line</td>
<td>$0.45</td>
</tr>
<tr>
<td>Indexing (for up to 3 fields)</td>
<td>Per file</td>
<td>$0.45</td>
</tr>
<tr>
<td>Reporting</td>
<td>Per hour</td>
<td>$95.00</td>
</tr>
<tr>
<td>Web Reports</td>
<td>FREE OF CHARGE</td>
<td></td>
</tr>
</tbody>
</table>

- Monthly minimum storage account rate is $69.95.
- Hourly rates are calculated on the ¾ hour.
- Services not listed above reflect standard rates.
# Appendix A-03

**Vieth Consulting, LLC**  
website services for associations  
www.viethconsulting.com  
209 S. Bridge Street  
Grand Ledge, MI 48837  
(800) 336-3008  
Fax: (800) 336-3008 ext. 110  
Larry@viethconsulting.com

**Membership Management System (MMS) Registration Form & Online Service Agreement**

To create a MMS lease service account with Vieth Consulting, please print and complete this registration form, initial, sign, date, and return it:

Fax: (800) 336-3008 ext. 110  
Scan and Email: Larry@viethconsulting.com  
Mail: Vieth Consulting, 209 S. Bridge Street, Grand Ledge, MI 48837

## 1. ORGANIZATION (CLIENT) INFORMATION

<table>
<thead>
<tr>
<th>Organization Name:</th>
<th>Ohio Educational Library Media Association (OELMA) for NEO-RLS – Northeast</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Billing Address:</strong></td>
<td>1737 Georgetown Road, Suite B</td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong></td>
<td>Hudson, Ohio 44236</td>
</tr>
<tr>
<td><strong>Office Address:</strong></td>
<td>1737 Georgetown Rd., Suite b</td>
</tr>
<tr>
<td><strong>City, State, Zip:</strong></td>
<td>Hudson, OH 44236</td>
</tr>
<tr>
<td><strong>Phone/Fax:</strong></td>
<td>330-655-0531 / 800-373-9594</td>
</tr>
<tr>
<td><strong>Contact #1 Name:</strong></td>
<td>Deb Blair - Fiscal Officer</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>330-655-0531, ext. 102</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:deb.blair@neo-rls.org">deb.blair@neo-rls.org</a></td>
</tr>
<tr>
<td><strong>Contact #2 Name:</strong></td>
<td>Betsy Lantz, Executive Director</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>330-655-0531, ext. 101</td>
</tr>
<tr>
<td><strong>Email:</strong></td>
<td><a href="mailto:betsy.lantz@neo-rls.org">betsy.lantz@neo-rls.org</a></td>
</tr>
</tbody>
</table>

Please fill out the areas highlighted in yellow above.

---

_____ Initial(s)  
11.05.2018
Appendix A-03

2. INITIAL SETUP COSTS

<table>
<thead>
<tr>
<th>Website Package and MemberLeap Setup as quoted and described in proposal dated 11.07.18</th>
<th>Deluxe Package</th>
<th>$ 4,500.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Website custom built to specifications approved by the Client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Current MemberLeap MMS - customized and integrated into the website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Client to supply website content (up to 40 pages can be migrated from the current website by Vieth, unlimited pages can be created by the client)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 4 one-hour training sessions (if needed)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- After approval by Client, anything additional will be quoted and billed at the median hourly rate <em>(currently $145 per hour)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Optional Domain Name Registration</td>
<td>Vieth will register new or additional domain name(s) Add $25.00 for each new domain for UCC certification www.</td>
<td>$</td>
</tr>
<tr>
<td>Optional QuickBooks Interface</td>
<td>MMS and QuickBooks sync functionality Add $875.00 initial setup fee Add monthly maintenance and support fee below</td>
<td>$ 875.00</td>
</tr>
<tr>
<td>Optional Mobile Application</td>
<td>Mobile Application integrated into MMS if not already created. Add $825.00 initial setup fee <em>(Special Pricing for NEOL-RLS)</em></td>
<td>*$ 825.00</td>
</tr>
<tr>
<td>TOTAL INITIAL SETUP COSTS</td>
<td>Total Options from above</td>
<td>$ 4,500.00</td>
</tr>
<tr>
<td></td>
<td>GRAND TOTAL OF SETUP AND OPTIONS</td>
<td>$ 1,700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$ 6,200.00</td>
</tr>
</tbody>
</table>

3. MONTHLY FEES

| MemberLeap Gold Level MMS | For NEO-RLS we can offer a discounted monthly cost of $240 per month for OELMA for 201-400 individual members. This price will be locked for the first 12 months. | $240.00 per month |
| Optional QuickBooks Interface | Required continual integration and synchronization by Intuit Add $35.00 per month | Included |
| TOTAL MONTHLY FEES | | $240.00 per month |

- 50% of Total Initial Setup Fees is due at signing
- Remaining 50% will be invoiced 90 days after this signed OSA is received by Vieth.
- All quoted programming not quoted in the proposal or listed here on this agreement will be billed at our median hourly rate (currently $145 per hour and subject to change).
- All quoted currency is in US dollars (current conversion rates will apply for all transactions)
- Your signature(s) indicates: Acceptance of the Website Package above, optional Mobile Application and/or QuickBooks Integration above (if entered and indicated in the Total), any options added above, "Online Service Agreement" below, and agreement to pay for monthly MMS service fee beginning on the month your MMS account is initiated and each month thereafter.

Signature: ___________________________ Date: ________________

Signature: ___________________________ Date: ________________

Initial(s) 11.05.2018
Appendix A-03

Online Service Agreement

Vieth Consulting, LLC ("Vieth") provides a Membership Management System or MMS ("MemberLeap") as an Internet-based online information and communication Software as a Service ("SaaS"). This is Vieth's Online Service Agreement for that service ("Agreement"). BY ACCESSING OR USING MEMBERLEAP (MEMBERLEAP), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE MEMBERLEAP. Modifications to this agreement can be done by addendum, agreed upon by both parties.

1. DISCLAIMER

The information and software contained in MemberLeap is for the purpose of assisting member-based organizations and their members. Nothing contained in MemberLeap is intended to be instructional for management of a member-based organization. The information should not be considered complete. The information contained in MemberLeap is compiled from a variety of sources - Information Service Providers ("ISP"). Vieth nor the ISP directly or indirectly practice management consulting as part of MemberLeap.

MemberLeap SERVICES, MemberLeap SOFTWARE, and INFORMATION ACCESSED through MemberLeap ("services") ARE provided "AS IS" without warranty, express, or implied. Vieth hereby excludes all implied warranties of merchantability and fitness for a particular use or purpose with respect to the services (other than what the services are designed for). There are no warranties which extend beyond the description on the face OF THIS AGREEMENT. Vieth and ISP make no warranty as to the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of the services beyond this document. Vieth and ISP cannot and do not warrant against human and machine errors, omissions, delays, interruptions, or losses, including loss of data. Vieth and ISP cannot and do not guarantee or warrant that files available for downloading from this online site will be free of infection by viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. Vieth and ISP do not warrant or guarantee that the functions or services performed in MemberLeap will be uninterrupted or error-free or that defects in MemberLeap will be corrected. Users of MemberLeap are responsible for (1) implementing and maintaining adequate procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and (2) maintaining a means external to MemberLeap for the reconstruction of any lost data.

2. OTHER SITES

You are encouraged to use discretion while browsing the Internet on searches initiated at MemberLeap. MemberLeap links may lead unintentionally to sites containing information that some people may find inappropriate or offensive. It may also lead to sites which contain inaccurate information, false or misleading advertising, or information which violates copyright, libel or defamation laws. Vieth and ISP make no representations concerning any effort to review all of the content of sites listed in its catalog (indeed, given the number of results from any browsing which starts with a MemberLeap link that would be practically impossible).

3. REVIEW OF POSTINGS & UPLOADS

MemberLeap does not and cannot review all communications and materials posted or uploaded to MemberLeap and are not responsible for the content of these communications and materials. However, Vieth reserves the right to block or remove communications or materials in MemberLeap that it determines, upon being made aware of any matters it deems inappropriate, and in its sole discretion, to be (a) abusive, libelous, defamatory or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright or trademark, other intellectual property right of another or (d) offensive or otherwise unacceptable to MemberLeap. ANY MESSAGES, ADVICE, OPINIONS, OR OTHER INFORMATION CONTAINED IN ANY DISCUSSION AREA SHOULD NOT BE CONSTRUED AS PROFESSIONAL ADVICE OR INSTRUCTION NOR THE OPINION OF ANYONE IN ANY WAY AFFILIATED WITH VIETH OR ITS ISP, INCLUDING WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR OTHER STAFF AND AGENTS.

4. LIMITED LICENSE

By this Agreement, Vieth grants, subject to the terms of this Agreement, only a limited, non-transferable and non-exclusive license to use the software and documentation necessary to access, explore, and otherwise use MemberLeap in real time and to use the materials in MemberLeap in a manner consistent with paragraph 11 (Copyright) below.

Initial(s)

11.05.2018
5. USER'S AGREEMENT

You agree to: (a) maintain any client equipment necessary for your access to, and use of, MemberLeap (MEMBERLEAP); (b) maintain the security of your user identification, password, and other confidential information relating to your MemberLeap account; and (c) be responsible for all charges resulting from use of your MemberLeap account, including unauthorized use prior to your notifying Vieth of such use and taking steps to prevent its further occurrence by changing your password.

The initial monthly MemberLeap Fee is established under “Section 3 Monthly Fees” (page 3) above. If the QuickBooks Interface or any other “add-on” system not included in the normal MemberLeap Plan Fee is used then the additional monthly fee is included there as well. Vieth will lock the monthly MemberLeap Fee for the first year of service from the Go Live date or the date the client begins to use the system for commerce), based on your active memberships at the beginning of this contract. Thereafter, Vieth will periodically evaluate the Client’s active memberships and adjust the monthly rate (up or down) according to the Client’s active memberships in MembersLeap database. An active membership is defined as any account in MemberLeap that requires a username/password combination. Client may change MemberLeap Plans at any time with a simple agreed upon addendum (by both Vieth and Client) to this contract.

6. ONLINE COMMUNICATIONS

If informed of issues related to the Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 (CAN-Spam Act), by any or all ISP or FCC agencies, of violations stemming from the use of MemberLeap via the communication tools, Vieth reserves the right to take corrective action (shut down communication services and contact the Client as to the nature of the issue) until said issues (or violations) are corrected. For more information on the Act and how to handle Spam, see the FCC’s Guide here.

6.1 Your participation in online communications occurs in real time and is not edited, censored, or otherwise controlled by MemberLeap. Vieth cannot and does not screen content provided by you to MemberLeap. In reserving the right to monitor these activities, Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on or in MemberLeap.

6.2 You may send and receive electronic mail ("email"), engage in conferences and chats, download and upload files, and otherwise use MemberLeap as permitted by this Agreement, Vieth’s operating policies, and applicable law. Any files that you upload, public messages that you send, and your activity in conferences and chats are subject to review, modification, and deletion without notice by the forum manager. The forum manager is responsible for MemberLeap area where you’re uploading or where other activity is taking place (or by an individual designated by such forum manager for such purpose). Vieth’s operating policies relating to online conduct, storage and deletion of email, and uploaded files, conferences, message boards, and other matters are available and/or will be made available online in MemberLeap system (see the message boards instructions in the Help files). Vieth reserve the right to change the operational policies of MemberLeap at any time as the sole owner and operator of the proprietary system being leased by the Client. Files uploaded to a message boards may be subject to posted limitations on usage, reproduction, and/or dissemination and you are responsible for adhering to such limitations if you download them. The discretion of Vieth or any of its agents to review, modify, or delete information as forum manager is not an assumption of responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MemberLeap, nor should that discretion be read to imply any such assumption. Vieth assumes no responsibility or liability for any content or activity, lawful or otherwise, occurring at any time on MemberLeap.

6.3 You are responsible for your communications and your use of MemberLeap. You may not, under any circumstances, do any of the following: (a) use simultaneous, unattended, or continuous connections to MemberLeap with one account as each member has their own username and password; (b) post or transmit any message which is libelous or defamatory; (c) post or transmit any message, data, image, or program which is indecent, obscene, or pornographic; (d) post or transmit any message, data, image, or program that would violate the property rights of others, including unauthorized copyrighted text, images, or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion; (e) use MemberLeap to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; (f) intercept or attempt to intercept email or other private communications not intended for you; (g) send email to users or other Internet users for any purpose other than personal communication, including to advertise or offer to unsolicited sell goods or services to other users, use as a mass unsolicited distribution medium to communicate a generally unsolicited message, or use your email account as an address to which users or other Internet users need to respond (except as otherwise expressly permitted by Vieth); (h) send unsolicited email messages through third-party mail servers in order to
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relay your email or hide the origination of your email to others; (i) upload or download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights to such files or have received all necessary consents; (j) upload files that contain a virus or corrupted data; (k) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to a message boards or MemberLeap; (l) falsify the source or origin of software or other material contained in a file that you upload to a message boards or MemberLeap; (m) use MemberLeap in a manner that adversely affects the availability of its resources to other users; (n) use, download, or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a subscriber to MemberLeap, the user directory or any portion thereof other than for personal, non-commercial purposes (except as otherwise expressly permitted by Vieth; (o) falsely purport to be an employee or agent of MemberLeap; (p) cause repeated disruptive incidents; or (q) act, or fail to act, in your use of MemberLeap, in a manner that is contrary to applicable law or regulation. In addition, you may not post or transmit any message which is harmful, threatening, abusive, or hateful. It is not the intent of Vieth to discourage users from taking controversial positions or expressing vigorously what may be unpopular views in MemberLeap; nonetheless, Vieth reserves the right to take such action as it deems appropriate in cases where MemberLeap is used to disseminate statements which are deeply and widely offensive and/or harmful. Each time you upload a file on MemberLeap, you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other user the right to download and use such file. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability. To the extent that you are uncertain whether what you seek to say or do on MemberLeap may fall into one of the above prohibited categories, you should assume it would violate this paragraph and you should not engage in that conduct.

7. PRIVACY POLICY

Vieth considers its users’ privacy to be of the utmost importance. Please see the Vieth Securities & Privacy Policies in Addendum B for a detailed description of our information gathering and dissemination practices for the Vieth website.

8. OPERATION

Vieth reserve complete and sole discretion with respect to the operation and programming of MemberLeap SaaS. Vieth may: (a) delete email if it has not been accessed by a user within the time established by Vieth’s policies; (b) subject to Section 6, make available to third parties information relating to MemberLeap and users; and (c) withdraw, suspend, or discontinue any functionality or feature of MemberLeap. All clients will be notified (30) thirty days before any current MemberLeap feature (in use) is discontinued. Vieth assumes no responsibility or liability for the Client’s content or activity of the Client, lawful or otherwise, occurring at any time on MemberLeap.

Vieth may, in its complete and sole discretion, review uploaded files, conferences, message boards, forums, and chats and authorize restrictions on access thereto. Vieth will not review the contents of email except as required or allowed by applicable law or legal process. If informed of issues related to the CAN-Spam Act by any or all ISP or FCC agencies, of violations stemming from the use of MemberLeap via the communication tools, Vieth reserves the right to shut down communications services if the Client cannot or is unwilling to effectively manage the issue.

9. USER REPRESENTATIONS

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to enter into this Agreement and to use MemberLeap in accordance with this Agreement. You agree to be financially responsible for your use of MemberLeap (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

10. CONTENT

Statements made in websites, newsgroups, message boards, email, forums, conferences, blogs, and chats reflect only the views of their authors. Forum managers, forum hosts, CPs, or Merchants appearing on MemberLeap are not authorized Vieth spokespersons, and their views do not necessarily reflect those of Vieth.

11. COPYRIGHT

The contents of MemberLeap Software as a Service (SaaS) created by Vieth are copyrighted as a collective work under the laws of United States and other copyright laws and Vieth holds the copyright in the collective work. The Client may display and,
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subject to any expressly stated restrictions or limitations relating to specific material, download portions of the Vieth Copyrighted material from the different areas of MemberLeap solely for the Client's own non-commercial use, unless otherwise permitted (e.g., in the case of electronic coupons, etc.).

The content areas of MemberLeap created by Client are copyrighted as a collective work under the laws of United States and other copyright laws, and Client holds the copyright in this collective work.

Any redistribution, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner. You agree not to change or delete any proprietary notices from materials downloaded from MemberLeap.

12. LICENSES AND IDEA SUBMISSIONS

The Client agrees to grant to Vieth a non-exclusive, worldwide, royalty-free license, with the right to sublicense, to reproduce, distribute, transmit, create derivative works of, publicly display, and publicly perform any materials and other information (including, without limitation, ideas contained therein for new or improved products or services of MemberLeap) you submit to public areas of MemberLeap (such as message board, forums, and chat rooms) by all means and in any media now known or hereafter developed. You hereby waive all rights, legal, moral, or otherwise, in any such materials and information. You agree that you shall have no recourse against Vieth for any alleged or actual infringement or misappropriation of any proprietary right in your communications related to ideas for new or improved products or services of MemberLeap.

13. INDEMNIFICATION

Client shall indemnify and defend Vieth and the officers, directors, attorneys, and employees of Vieth (each, an "indemnified party") against any claim, suit, or proceeding brought against any of the Indemnified Parties and agrees to pay all reasonable costs (including reasonable attorney's fees) finally awarded against any of the Indemnified Parties or which any of the Indemnified Parties shall incur or suffer which arise out of, result from, or are related to: (a) any material breach by Client of this Agreement; (b) the results obtained, products obtained, transactions attempted or processed, or decisions made by Client or any other of its users of any service; (c) any claim, cost, expense, damages, or loss arising as a result of any act, omission, misuse, or use of any portion of the services by Client or any of Client's members; (d) any claim of any nature brought by any third party or entity who may suffer damages of any sort as a direct or indirect result of Client's activities relating to or in connection with any service, including but not limited to any dispute with one or more of Client's members; (e) the advertisements; or (f) any claims of infringement of any copyright, patent, or trade secret or other proprietary rights arising from the Client content, the hosted content, or from any unauthorized modification, enhancement, or misuse of any service by Client. Client shall not settle any such claim without Vieth's prior written consent. Vieth shall promptly notify Client in writing of any claim arising or potentially arising under this indemnity.

14. WAIVER, RELEASE, AND LIMITATION OF LIABILITY

VIETH, ITS OFFICERS, DIRECTORS, EMPLOYEES, PROVIDERS, OR AFFILIATES WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS, OR EXPENSES RELATING TO (A) THE SERVICES; (B) THE TECHNOLOGY USED TO PROVIDE THE SERVICES; (C) THE CLIENT’S CONTENT; (D) THE RESULTS THAT MAY BE OBTAINED OR DECISIONS MADE USING ANY PART OF THE SERVICES; OR (E) ANY DAMAGES RESULTING FROM UNAUTHORIZED THIRD PARTY MISUSE OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ADDENDUM, IN NO EVENT SHALL VIETH BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OR LOST PROFITS, THAT RESULT FROM THIS AGREEMENT, INCLUDING THE USE OF, OR INABILITY TO USE ANY OF THE SERVICES, OR ACTION OR INACTION WITH RESPECT TO THE VIETH WEBSITE, EVEN IF VIETH IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY OF LOSS. THIS PROVISION SHALL NOT APPLY TO DAMAGES ARISING SOLELY FROM THE PROVEN NEGLIGENT ACTS OF VIETH, ITS AGENTS, OR ASSIGNS. VIETH’S TOTAL LIABILITY TO CLIENT SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL MEMBERLEAP MONTHLY FEES PAID BY CLIENT TO VIETH UNDER THIS AGREEMENT IN THE TWO (2) MONTHS PRIOR TO WHEN THE LIABILITY ARISES.

15. CONTRACT ADDENDA

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15.1 Vieth and Client agree that the Addenda to this Agreement are incorporated by this reference and constitute integral parts of the Agreement, and that in any case where a conflict may arise between the main Agreement text and Addenda text, the terms of the Addenda text shall govern.

15.2 The Client agrees that where it has not accepted the GDPR Summary for Association Executives (or where it is not in full force and effect for any other reason), the Client shall be prohibited from Processing Client Personal Data regulated by EU Data Protection Laws (all capitalized references shall have the meaning defined in the said Addendum), and shall be obligated to immediately cease and desist from any such processing activities, for as long as the said Addendum is not in full force and effect. The Client agrees to indemnify and hold harmless Vieth and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind which Vieth may sustain as a consequence of the breach by the Client of its obligation pursuant to this paragraph.

16. TERM; TERMINATION

16.1 Either the Client or Vieth may terminate the Client's right to use MemberLeap at any time, with or without cause, upon notice. Vieth also reserves the right to terminate or suspend your MemberLeap membership without prior notice, but Vieth will confirm such termination or suspension by subsequent notice. Upon request, Vieth will provide you with your member and event registration data, regardless of termination reason, within 30 days of the termination notice (see Section 18. Notice). The provisions of paragraphs 11 (Copyright), 12 (Licenses and Idea Submissions), 13 (Indemnification), 14 (Waiver, Release, and Limitation of Liability), 15 (Contract Addenda), and 17 (Law and Venue) shall survive any termination of this Agreement.

16.2 Termination for Convenience. Notwithstanding anything herein to the contrary, Client may terminate this Agreement or any Addendum at any time without cause in writing, delivered by verifiable means, to Vieth. See 18 (Notice) below for acceptable means of notification.

16.3 Termination for Cause. Either party may terminate this Agreement for breach, provided the non-breaching party provides prior written, email, and/or other notice of such breach to the other party and an opportunity to cure such breach within ten (10) days of notice for breach of payment obligations, and thirty (30) days of notice for all other breaches. If the breaching party is not able to cure the breach within such time period, the non-breaching party may terminate this Agreement immediately. In addition to any other rights it may have under this Agreement or applicable law, Vieth may terminate this Agreement, terminate any or all of the Addenda, or suspend service in the event of (a) a payment default that is not cured by Client within ten (10) business days of notice thereof; (b) Client's failure to comply with any other obligation of Client under this Agreement; or (c) Client ceasing to do business in the normal course, becoming or being declared insolvent or bankrupt, being the subject of any proceeding relating to liquidation or insolvency which is not dismissed within ninety (90) days or making an assignment for the benefit of its creditors.

16.4 Effect of Termination. In the event of termination of this Agreement, Client and its members' passwords will be deactivated; Client's basic monthly fee will not be refunded or prorated for the remainder of the month in which the Agreement is terminated; and Client and its members shall no longer have access to or be able to use any of the services upon termination of this Agreement by Vieth for any reason, no later than thirty (30) days following the termination date. Client upon request shall receive, within 30 days from said request, a copy of all Client member and event registration data stored on Vieth's computer system, provided the account is up to date, all fees, penalties, and late fees have been paid in full, and Client pays all applicable service fees (if applicable) with such request.

17. LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. You agree that any legal action or proceeding between Vieth and the Client for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a court of competent jurisdiction for Eaton County, Michigan, United States. Any cause of action or claim you may have with respect to Vieth must be commenced within six (6) months after the claim or cause of action arises. Vieth's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Vieth may assign its rights and duties under this Agreement to any party at any time with thirty (30) days' notice to you.

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Vieth may deliver notice to you under this Agreement by means of electronic mail (Client contact email), a general notice on MemberLeap (Support Ticket via email to a Client administrator’s email), or by written communication delivered by first class U. S. mail to your address on record in Vieth’s account information. You may give notice to Vieth at any time via electronic mail to MemberLeap (Help Desk via Submit a Request) or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Vieth Consulting, LLC
Attn: Chief Executive Officer/President
209 S. Bridge Street
Grand Ledge, MI 48837 USA
Electronic Mail: service@viethconsulting.com

19. SEVERABILITY

The provisions of this Agreement are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

20. SERVICE GUARANTEES

Vieth – MemberLeap service level guarantees:

A. In the event an error in MemberLeap programming is discovered (something in MemberLeap that does not work as designed by Vieth), it will be corrected within 48 hours.
B. Excluding weekends and holidays, a representative of Vieth will be available by phone or email within the hours of 9:00 AM – 5:00 PM Eastern Standard Time.
C. Outside of business hours, we will respond to all emails (service@viethconsulting.com) and phone calls (800-336-3008) within 24 hours. Weekends and holidays response times may vary but will be acknowledged within 24 hours.
D. MemberLeap will have a system uptime upwards of 99.9%. (MemberLeap server will be up-and-running 99.9% of the time within any given month). Reporting of system uptime will be provided to the Client if available.

If Vieth fails to fulfill this level of service within a given month, client will receive, upon request, a refund of MemberLeap/hosting fees for the month in question. Claims may be made up to 30 days past the end of the month in question.
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Addendum A: MemberLeap Integration, Hosting, and Project Scope Details

A MemberLeap system will be created by Vieth for lease by the Client. The software built by Vieth will be the property of the Client at all times, and Vieth will supply all member data files if the Client should ever decide to leave the services of Vieth.

The parties acknowledge and agree that Client owns and shall own all intellectual property rights (including, without limitation, copyrights, patents and patent rights, trademarks and trademark rights, trade secrets and trade secret rights, and other proprietary rights (“IP Rights”) in and to the website. The MMS built by Vieth shall be treated as a “SaaS” as defined in the Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq. Vieth acknowledges and agrees that Client owns and shall own all right, title and interest in and to the website whether now in existence or hereafter created or coming into existence. Upon request by Client, Vieth agrees to execute and deliver all appropriate assignment documents and all appropriate applications for securing all United States and foreign patents, trademarks, copyrights, or other intellectual property rights relating to the website and the IP Rights.

The parties acknowledge and agree that Vieth owns and shall own all intellectual property rights (including, without limitation, written code, copyrights, patents and patent rights, trademarks and trademark rights, trade secrets and trade secret rights, and other proprietary rights (“IP Rights”) in and to the MMS. The MMS built by Vieth shall be treated as a sole proprietary Software as a Service (SaaS) as defined in the Copyright Act of 1976, as amended, 17 U.S.C. §101, et seq. Client acknowledges and agrees that Vieth owns and shall own all right, title and interest in and to the MMS whether now in existence or hereafter created or coming into existence. Upon request by Vieth, Client agrees to execute and deliver all appropriate assignment documents and all appropriate applications for securing all United States and foreign patents, trademarks, copyrights, or other intellectual property rights relating to the MMS, its written code, and the IP Rights.

Conflicts. If any term in this Addendum conflicts with the Agreement or Addendum A, then the terms of this Amendment shall govern, but only to the extent required to resolve such conflict.

Counterparts. This Addendum may be executed in counterparts, each of which shall be an original and all of which together shall constitute one instrument.

Full Force and Effect. Except as expressly supplemented, amended or consented to hereby, all of the representations, warranties, terms, covenants and conditions of the Agreement shall remain unchanged and shall continue to be in full force and effect. This Addendum shall be attached to, and made a part of, the Agreement.

Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement.

Website for Integration of MemberLeap MMS. Client to supply website content, controls, and hosting. Vieth Hosting is available and is added via option below if requested

MemberLeap MMS Integration Package will include:

1.) Customized MemberLeap System and Hosting: During the design phase of your system, you will work directly with one of our design experts. They will take your information, provide you with a series of ideas and work with you until you approve the final setups. The Client supplied website design and its associated files of content belong to the Client once the website has gone “Live” (the website is considered “Live” when the client’s URL is typed into any standard browser and the website files created by Vieth Consulting are loaded). Vieth agrees to host the Client website files and content (if requested by Client and is possible in the Vieth server configuration setup already in place) until notified by the Client that this service is no longer needed or this contract has been terminated by either party. The agreed upon monthly hosting cost will be included in the monthly MMS fee as stated on the signature page of this agreement and is subject to change by Vieth Consulting.

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If Vieth cannot create a website to the approval of the client during the design phase (typically in the first 60 days of the project) then Vieth will allow the client to terminate the project and will refund all the initial setup fees collected. If the Client delays the design process longer than 60 days but still wants to terminate, due to inability of Vieth to deliver an approvable design, then Vieth may charge a 15% fee (of the Initial setup package price (listed on page 2 under Mobile-friendly Website, Premium Package) for our time.

2. Member Data Conversion: Active member records converted in the client’s database is dependent on the total of records requiring usernames and passwords and the Integration Package selected (up to 2,500 active member records are included with this package). Non-member records and email list records can be uploaded for an additional charge. Your current member data (limited to one file, up to 50 fields wide) will be converted and loaded into your database. There may be an extra setup cost for files with more than 50 fields wide, and this fee is determined after analyzing a sample of your data.

GDPR Surcharge Fee per month fee based on European Union Member data is additional to the normal monthly plan fee for any and all member, prospect, or list data of anyone from the European Union.

3. MemberLeap Configuration: We will set up MemberLeap configurations (dependent upon the selected package) to meet your organization’s specific needs (membership plans, custom member data fields, member directory, membership billing, merchant accounts, event registration, call for proposals, etc.).

4. Online Training Sessions: During these six (4) one-hour sessions (if needed), the Client will learn how to use the Database, Event Registration system, News Manager, and other modules of MemberLeap (dependent on the package selected) that will be integrated into the website as part of agreement.

5. Google Analytics and Basic SEO Service: We will set up your new website with analytics as well as the initial search engine registration. This includes a simple click and click-through report as well as keywords and search phrases being used on each of your webpages.

6. Additional Options (if included above in Section 2 and 3 of the Registration Form):

A) *Optional QuickBooks Interface: Due to the complexity of setting up the initial general ledger accounts to integrate with MemberLeap, there is a $875.00 initial setup cost (not included in this package). The Platinum MemberLeap Plan includes the extra $35 monthly synchronization fee for integration and synchronization of QuickBooks software by Intuit. This monthly fee applies if another MemberLeap plan is selected. The QuickBooks Interface is an option that can be added at any time.

B) Mobile Application: A Basic Mobile Application will be created to allow your members easy access to content powered by MemberLeap on both iOS and Android. There is a (normal setup fee $1,100.00) $825 initial setup fee that is included in the options here for the Basic Mobile App and for an additional $300 you can upgrade to the Advanced Mobile App with a full graphics package if requested. The Platinum Monthly Plan quoted here also includes the extra $10 monthly fee to cover maintenance and customer support as well as basic Operating system upgrade requirements.

C) Advanced Mobile App upgrade for $300 for an advanced graphics package for the app design.

Additional Customizations: There is no additional customization included in this agreement. All programming not quoted in the proposal, not listed on a Discovery Items (if used), or not listed here on this Agreement will be quoted at our median hourly rate (currently $145 per hour, subject to change) and will need approval by the Client before work will be performed. Additional customization can be added at any time.

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Typical Project Timeline:

MemberLeap Configuration and Website Development Process (estimated total of approximately 20-22 weeks with our current workload of projects).
The steps necessary in configuring MemberLeap and developing a new website are usually sequential, and we try to avoid completing them out of order or having to return to prior steps; however, several processes can be ongoing at the same time.

*In order to maintain our timeline, it is helpful when communication is held to a 24 hour or less turnaround time. Also, good communication and feedback always make this process go faster.* Finally, it is extremely beneficial when all communications go through our ticket system, so it is documented and accessible by both the Client and various Vieth Consulting staff working on your project.

*Communication delays, decision delays, and delays in providing required documentation or data WILL extend the estimated project timeline!*

Website Questionnaire
The website design processes begins by asking the Client to complete a Website Questionnaire. This will allow us to learn more about the Client’s organization’s goals, website content needs, and features required as well as aesthetic style requested. Subsite templates will be handled as a separate sub-project for the TCA organization.

Planning Meeting (1 hour)
After the questionnaire is completed and returned, we will schedule an online GoToMeeting with all primary parties that need to be involved during the project to make sure everyone knows their role with regard to the website process and what is expected of them, and a general plan will be determined.

Website Design (2-5 weeks)
From the information gathered in both the questionnaire and the Planning Meeting, our designer will usually create three different designs of the home page. Of these options, the Client will decide which direction is the strongest, and revisions will be made to this design to ensure it is exactly what the Client is looking for. The header (area at the top of a webpage that usually includes a logo and navigation menu) and footer (area at the bottom of a page containing contact and copyright information) of this design will be used to frame the content of all the other internal webpages.

We ask that the Client designate one person who acts as the intermediary between our designer and any interested parties of the Client. All designs will be sent to the Design Contact to gather feedback and push for consensus internally. Revisions and suggestions will be automatically entered into our ticket system by simply replying to design emails.

We will also create one broadcast email message header and one eNewsletter header that are branded to match your website header.

Framework (1-2 weeks)
After a final design has been approved by the Client, we will move into framework, which is the actual building of the webpage (header, footer, navigation bar, etc.). Any significant changes to this design after this point will be billable hours at our median hourly rate (currently $145 per hour, subject to change). Also, it is during this phase of the process, the new website will be fully integrated with MemberLeap.

Content Population (1-2 weeks)
Once the framework is in place and connected to the Content Management System, we will work with the Client to get the content added to the new website by creating an outline to determine which content will be migrated over from an existing website as well as new content needed for additional webpages.

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Custom Programming (1-4 weeks)
The portions of the newly built website or MemberLeap that require custom programming will be built using the framework mentioned above. After this stage is completed, the majority of our work is done.

Data Conversion (1-5 days)
We will provide detailed information regarding our data conversion guidelines. During this phase, we will ask the Client to provide the current member data from an existing system, so we can convert it and load it into the Member Database.

Training Sessions (6 hours)
After we have migrated the content from the main website over to MemberLeap and the Client has verified the data conversion is complete, we will schedule live training sessions using online GoToMeeting to educate the Client about the tools available to manage the new website and use the various MemberLeap modules.

Sessions can be unified among various topics: general overview, content manager, member billing, and event registration, help desk, etc. The personalized training sessions will be recorded and then stored in the Client’s File Archive to reference later and for new system Admins to review.

Initial Setup Costs: The initial setup costs above are one-time-only charges to get your MemberLeap configured for you to use. There are no annual fees. All other fees (except the QuickBooks and Mobile app) are covered by your monthly MemberLeap fee for updates and support, and they are billed monthly.

Payments: Credit cards (Visa, MasterCard, and Discover) and business checks are accepted for payment. An auto payment system is required for your convenience for your monthly payments (and initial payments as well).

Additional and/or Future Projects: Additional projects can be added at any time and will be quoted and submitted for approval before any work is performed. All additional programming or membership service work not covered in this proposal will be considered a separate project and will be quoted and billed as a separate job through our support ticket system and quoted at our median hourly rate (currently $145.00 per hour and subject to change).

The Lease Agreement (Online Service Agreement above) covered by the monthly MemberLeap fee will cover:

- Leasing of MemberLeap on a month-to-month basis as a Software as a Service (SaaS)
- Access to our Email-based Support Services – 24/7/365 email-based ticket system with phone access Monday through Friday from 8 am to 5 pm Eastern Time included for questions and problems that are not considered “billable” issues (issues that require programming hours for new work to be performed beyond the normal operation of MemberLeap)
- Scheduled backups of the website and all data in MemberLeap
- Unlimited number of domain-based email accounts with a limited number of POP mailboxes based on web hosting package
- Access to our Support Services for free quoting new projects
- Access to our free training webinars for our current clients
- Access to additional training sessions after the included training sessions are completed (billable)
- Access to our Member Services (contract services offered to help with any services that use MemberLeap). Member Services contracts are offered to any current client who needs administrative help or services with any service that uses our MemberLeap system. These contracts are written to offer something other than hourly billing for services performed.

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**Domain Name Registration:** While you continue to own your domains, we prefer to be listed as the Admin Organization on record, which allows us to monitor when renewals are due and avoid domains expiring. At renewal time, we will automatically renew your domains and then invoice you via a line item for this expense ($15.00 per domain and $25.00 per domain with UCC).

A Unified Communications Certificate (UCC) is an SSL certificate that is required to secure a primary domain name and then allow additional domains to point at it. Example,

- Primary domain ($25.00 with UCC) - domain.org that other domains point to
- Additional domains ($15.00 each) - domain.com and domain.net automatically redirects to domain.org

If you would like us to register a new domain or any additional domain names for you, add $25.00 for a new domain name that requires a UCC and $15.00 for all others. Please list these domains on the Registration Form.
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Addendum B: Vieth Security, Privacy, & Data Security Policies

SECURITY POLICY

Security is of great concern to us and to our clients. At Vieth Consulting, we work very hard to ensure that your data in MemberLeap, our Membership Management System (MMS), is protected.

System Access

- **Password-Protected Members Area** - The heart of the MemberLeap system is the Members Area. All updates to your data are done through the Members Area with access limited to users with a username and password. After several minutes of inactivity (90 minutes in most cases), a user's session is 'timed-out'. The user then has to log-in again.
- **Password Reset** - In the event that a user loses their password, they have the ability to reset it. This allows them to re-gain access without sending a password in clear text via email.
- **Access Log** - We keep a record of who logs in and when, recording the IP addresses of each user's access.
- **Change Log** - In the critical parts of MemberLeap (members, events, billing), we also keep record-change-logs to track when a given piece of member, attendee, or event information was changed.
- **User Permissions** - MemberLeap has a highly flexible way to grant access to users.
  - Member-level: This is for general members, who have the ability to change their own information and view whatever information the association chooses to allow them to view.
  - Administrative-level: Admins have full access to all areas of the system.
  - Custom: Member-level users can be granted specific permissions to specific areas as designated by an admin user.

Sensitive Information

- **PCI Compliant** - PCI stands for Payment Card Industry and is a continually evolving standard for credit card security. It applies to organizations and merchants that accept, transmit, or store cardholder data. Vieth Consulting is a PCI compliant service provider. We go through periodic security assessments and third party testing to verify this compliance.
- **Secure Sockets (SSL)** - All credit card/bank account information is accepted under SSL encryption. This means that the webpages where card information is entered are all using https, and the user's browser would indicate this with a lock/key icon at the top.
- **No storage of credit card information** - We do not store cardholder data within our system. It is accepted at the time of purchase (new member registration, dues renewals, event registration, donations, store purchases, etc.), but this data is not stored. If you use our automatic payment processing system for your monthly MemberLeap expenses, we use Authorize.net's Client Information Module to store card information and process the monthly transactions.

Server Infrastructure

- **Data Center** - All hardware and services are located in a secure data center located nearby in Lansing, Michigan USA.
  - Tier-1 Premium Bandwidth - Featuring AT&T, Verizon, Sprint, Savvis and Level3.
  - 24/7 staffing.
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- Access limited to technical staff, motion-detecting cameras monitor the entire facility, and external walls are reinforced poured concrete.
- Multiple emergency generators waiting on standby.
- SSAE-16 (formerly SAS70) Compliant.
  - The Servers - All servers are kept up-to-date with the latest software versions, and all services are constantly monitored.
  - Updates - Updates to the Software as a Service products are performed as needed. Most updates are performed in the middle of the night (EST), and there are usually no interruptions in service during an update. If an interruption of service is needed, we will send notifications if it is deemed necessary.
  - Penetration Tests - We have periodic third party penetration tests to verify that our servers are secure.

Data Backups

- Nightly Backups - All of your data is backed up on a nightly basis (handled within the data center).
- Off-site Backup of Member Data - Periodically, we backup the member database off-site (outside of the data center).

We do recommend that all our clients maintain their own backup of their member data as well in case of natural or man-made catastrophe. There are export options available in the system for that reason.

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PRIVACY POLICY

Our Commitment to Privacy

Your privacy is important to us. To better protect your privacy, we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. Your data is kept private and never shared with third parties.

The Information We Collect

This notice applies to all information collected or submitted on the Vieth Consulting/MemberLeap website. On some pages, individual members can enter member data, make requests, and register to receive materials or participate in events, and more.

The types of personal information collected on these pages are:

- Name
- Address
- Email address
- Phone number
- Credit/Debit Card Information (for use in payments made to Vieth Consulting for services)

On some pages, administrative level users can submit information about other people. For example, if you are editing your organization’s member data, you will need to submit the member's address. In this circumstance, the types of personal information collected are:

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- Name
- Address
- Phone Number

The Way We Use Information

We do not use any of your information for advertisers. MemberLeap is free of advertising unless you desire it added to your organization’s webpages for your members.

We may at times use the information you provide about your organization and your members (emails) only to inform individuals of MMS-technical related issues (example: in the case of a programming error that needs to be corrected). We do not share this information with outside parties. We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with outside parties.

Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the functioning of MemberLeap for your organization’s use and benefit.

Our Commitment to Data Security

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. For more details, please see our Data Security Policy below.

How You Can Access or Correct Your Information

You can access all your personally identifiable information that is collected online and maintain it via the Member’s Area. We use this procedure to better safeguard your information. To protect your privacy and security, we will also take reasonable steps to verify your identity before granting access or making corrections.

How to Contact Us: Should you have other questions or concerns about these privacy policies, please call us at (517) 622-3090 or send us an email at info@viethconsulting.com.

DATA SECURITY POLICY (Non-GDPR Based Data)

1. Definitions

Capitalized terms used herein shall have the meanings set forth in this Section [1].

“Authorized Employees” means Vieth Consulting (Service Provider) employees who have a need to know or otherwise access Personal Information to enable Vieth to perform its obligations under this Agreement.

“Authorized Persons” means (i) Authorized Employees; and (ii) Vieth’s contractors, agents, outsourcers and auditors who have a need to know or otherwise access Personal Information to enable Vieth to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

“Highly-Sensitive Personal Information” means any (i) individual’s government-issued identification number (including social security number, driver’s license number or state-issued identifier number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security

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code, access code, personal identification number or password, that would permit access to an individual’s financial account; or (iii) biometric or health data. Vieth Consulting endeavors to maintain a minimum of Highly-Sensitive Personal Information in our database systems if possible. If the Client requires this type of data to be stored/used in the MemberLeap system there will need to be extra security options put in place and extra costs will be applicable. Additional requirements of specific standards or practices are perfectly acceptable but will also have associated costs involved.

“Personal Information” means information provided to Vieth by or at the direction of Client, or to which access was provided to Vieth by or at the direction of Client, in the course of Vieth’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both sub-clauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information. Client’s business contact information is not by itself deemed to be Personal Information.

“Security Breach” means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Vieth (or any Authorized Persons) that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Vieth (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy practices.

2. Standard of Care

(a) Vieth acknowledges and agrees that, in the course of its engagement by Client; Vieth may receive or have access to Personal Information. Vieth shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons. Vieth shall be responsible for, and remain liable to, Client for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Vieth’s own actions and omissions.

(b) Personal Information is deemed to be Confidential Information of Client and is not Confidential Information of Vieth. In the event of a conflict or inconsistency between this Section and the confidentiality/compliance with laws sections of this Agreement, the terms and conditions set forth in this Section shall govern and control.

(c) In recognition of the foregoing, Vieth agrees and covenants that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vieth’s own purposes or for the benefit of anyone other than Client, in each case, without Client’s prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an “Unauthorized Third Party’), without express written consent from Client unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Vieth shall (i) use best efforts to notify Client before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Client for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Vieth’s own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

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3. Information Security

(a) Vieth represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives. Vieth shall also require an equivalent representation and warranty from the Client that it is in compliance with applicable laws in its use and disclosure of personal information.

(b) Without limiting Vieth’s obligations under Section 3(a), Vieth shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Vieth shall also require an equivalent representation and warranty from the Client that it shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(c) If, in the course of its engagement by Client, Vieth has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Vieth shall at all times remain in compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Vieth’s sole cost and expense.

(d) At a minimum, Vieth’s safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, backup systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Vieth or its other Clients so that Personal Information is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Vieth’s employees.

(e) During the term of each Authorized Employee’s employment by Vieth, Vieth shall at all times cause such Authorized Employees to abide strictly by Vieth’s obligations under this Agreement and Vieth’s standard policies and procedures. Vieth further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Vieth’s officers, partners, principals, employees, agents or contractors.

4. Security Breach Procedures

(a) Vieth shall: (i) provide Client with the name and contact information for an employee of Vieth who shall serve as Client’s primary security contact and shall be available to assist Client twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify Client of a Security Breach as soon as practicable, but no later than [twenty-four (24)] hours after Vieth becomes aware of it; and (iii) notify Client of any Security Breaches by telephone at a designated contact number; e-mailing Client at a designated contact email address, and with a copy by e-mail to Vieth’s primary business contact within Client.

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(b) [Immediately following Vieth’s notification to Client of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vieth agrees to fully/reasonably cooperate with Client in Client’s handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Client with physical access to the facilities and operations affected; (iii) facilitating interviews with Vieth’s employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise reasonably required by Client.

(c) Vieth shall take reasonable steps to use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Vieth’s expense in accordance with applicable privacy rights, laws, regulations and standards. Vieth shall reimburse Client for actual [reasonable costs incurred in providing individuals affected by a Security Breach with notice of the breach, reissued payment cards and/or complimentary access for credit monitoring services, which Client in its sole discretion deems necessary to protect such affected individuals/in consultation with Vieth, shall determine is reasonable to protect such affected individuals in light of the risks posed by the Security Breach.

(d) Vieth reserves the right, in its sole discretion, to report criminal acts relating to the use and disclosure of Personal Information to applicable Government Authorities and shall notify Client as soon as practicable that such reporting has occurred. With respect to instances in which Vieth is considering notifying Government Authorities concerning civil, but not criminal, acts, Vieth shall notify Client in writing and consult with Client prior to making any such notification. The parties shall immediately endeavor in good faith to reach agreement on the need and nature of such notification. If such agreement cannot be reached within seventy-two (72) hours after Vieth has provided Client with written notice, Vieth shall have the right to inform Government Authorities solely to the extent required by applicable law.

(e) Vieth agrees to fully/reasonably cooperate at its own expense with Client in any litigation or other formal action deemed [reasonably] necessary by Client to protect its rights relating to the use, disclosure, protection and maintenance of Personal Information.

(f) In the event of any Security Breach, Vieth shall promptly use its reasonable/best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance

Upon the Client’s written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Vieth shall promptly and accurately complete a written information security questionnaire provided by Client or a third party on the Client’s behalf regarding Vieth’s business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Vieth to Client pursuant to this Agreement. Vieth shall fully cooperate with such inquiries. Client shall treat the information provided by Vieth in the security questionnaire as Vieth’s Confidential Information.

6. Return or Destruction of Personal Information

At any time during the term of this Agreement at the Client’s [written] request or upon the termination or expiration of this Agreement for any reason, Vieth shall, and shall instruct all Authorized Persons to, promptly within 20 business days of written request return to the Client all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Client that such Personal Information has been returned to Client or disposed of securely. Vieth shall comply with all reasonable directions provided by Client with respect to the return or disposal of Personal Information.
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7. Indemnification

Vieth shall defend, indemnify and hold harmless Client, and Client’s parent company and its/their subsidiaries, affiliates, and its/their respective officers, directors, employees, agents, successors and permitted assigns (each, a “Client Indemnitee”) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of, or resulting from, any third-party claim against any Client Indemnitee arising out of, or resulting from, Vieth’s failure to comply with any of its obligations under [this Data Security Policy.}
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Addendum C: Website Hosting and Maintenance Agreement

THIS AGREEMENT is made between Vieth Consulting, LLC (“Vieth”) and the Client (“Client”) which Vieth Consulting, LLC is acting as an independent contractor and is not acting as an employee of Client. The Client desires Vieth to enter into Website Hosting and Maintenance Agreement for the above website project(s) (see website package description and/or website hosting description above).

1. Authorization

Client is engaging Vieth for the specific project of developing and/or improving an existing world wide website. The Client will establish a separate contract with an Internet Service Provider (“ISP”) or web hosting provider or Vieth will establish one on behalf of the Client, if Client is purchasing a website package, then hosting is included in the monthly MemberLeap fees. If not, then the monthly fees will be shown in the above description of hosting services. The Client hereby authorizes Vieth to access this account and authorizes the ISP to provide Vieth with write permission for the Client’s webpage directory cgi bin directory and any other directories or programs which need to be accessed by Vieth for this project.

2. Maintenance and Changes

Client will provide all updates and changes to the website for period of service using the MemberLeap Content Manager unless Client asks for a quote to have Vieth provide service to the website for them. Minor updates or changes not exceed more than 5 minutes may be provided for free at the discretion of Vieth. Maintenance and changes shall be performed to the webpages at the hourly median rate (currently $145 per hour, subject to change at the discretion of Vieth) and will be applied to that month’s billing statement. No work will be performed without approval by the Client. No other parties shall have the right to change the website during the maintenance period. If the Client or an agent other than Vieth attempts updating the webpages and needs to have Vieth spend any time to repair webpages, hourly charges will be assessed, at the median hourly rate (currently $145 per hour, subject to change at the discretion of Vieth) and is not included as part of the monthly fees. In the case of the Client using a hosting-only set up from Vieth, then Vieth is not required to offer any service to the website, other than to the hosting system itself, unless expressly stated in the above agreement.

3. Compensation

For all of Vieth’s services under this Agreement, Client shall compensate in U.S. dollars on a monthly basis or as defined in Online Service Agreement (OSA) above. In the event Client fails to make any of the payments referenced by the deadline set forth in Agreement above, Vieth reserves the right but is not obligated to pursue any or all of the following remedies while bringing legal action:

- Suspend the development of or design of the website until payment is made
- Stop all works in progress or remove un-paid-for material
- Terminate the Agreement immediately

4. Consultation

Vieth will provide consultation for free for quoting within reason. If the demand for consultation and quoting becomes an issue, then the hourly consultation rate of $145 per hour will be applied thereafter.

5. Scope of Service

Vieth will: A) Edit, revise, update, or create new content on existing pages based on Client request and approval of quote issued for said services; B) Provide consultation service for any projects that impact the website and/or projects defined in the project specified above during the initial setup phase of the project; C) Provide disaster
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recovery from backup and maintain current file library of all assets, graphics, source code, and revision history for
Client’s website; D) Offer advice and guidance on website management and branding; and E) Liaise with hardware
engineers hosting Client support and other affiliate service entities for the Client.

Vieth will not: A) Create new graphics, content, code, scripts, media, or other additional elements without which are
not outlined in the agreement above or in Addendum A under the “Scope of Project”; B) Liaise with billing and/or
accounting of the hosting and domain service unless directly provided by Vieth; and C) Be responsible for errors
and omissions contained in website content.

6. Additional Services

Any revisions, additions, or redesign Client wishes Vieth to perform which is not specified in this document shall be
considered additional and will require separate Addendum and payment. Vieth shall advise Client on any requested
work that falls within these bounds.

7. Cancellation

Client may cancel this Website Hosting and Maintenance Agreement with Vieth at any time by giving 30 days
written notice provided that payment is up to date. Pro rata refund will not be given for any unused period of the
advance payment.

8. Troubleshooting

In the event of fault with the web hosting service or serve, Vieth will initiate an inquiry into the service disruption
within working hours of the fault or support issue being reported or observed. In the event of hardware or software
fault being found the software or hardware, maintainer will be contacted and Vieth will negotiate with them on the
Client’s behalf. In the event of an operating system fault, Vieth will endeavor to solve the problem as soon as it is
possible.

9. Hosted Domain Based Email and File Storage

Any and all domain-based email accounts will be the responsibility of the client. Vieth agrees to set up and maintain
any systems necessary to the operation of hosted email accounts and any email forwards that are set up for the
client. Vieth will create and maintain server space to store the domain-based email accounts based on the size of
the hosting package selected by the client (or combined website and MemberLeap system package selected). If
storage space becomes limited by the amount of emails being stored or the overall file storage set up for the client,
Vieth will contact the client to let them know before any new charges are incurred by the client giving the client the
choice of increasing the storage space (via an upgraded package) or to delete items being stored (email, files, etc.
that have not been accessed in the previous 24 months). The client will have a minimum of 30- day’s notice to
correct storage overage issues. The client will then have another 30 days after the contact to decide what they
which to do to relieve the storage issue. If the client does not respond after several (documented via the email
support system) attempts of communication by Vieth staff over a period of 120 days after first notice, Vieth
personnel will delete the oldest non-accessed emails and files in the storage to relieve the storage issue. Backups
may be made of the removed materials as a precaution but is not guaranteed.

10. Entire Agreement

This contract together with the links herein constitutes the Website Hosting and Maintenance Agreement between
Vieth and the Client regarding its website design service. It becomes effective only when signed by the Client on
the signature line above (at the beginning of the agreement). Regardless of the place of signing of this agreement,
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the Client agrees that for purposes of venue, this contract was entered into in Eaton County, Michigan, U.S.A., and any dispute will be litigated or arbitrated in Eaton County, Michigan, U.S.A. This agreement shall be governed and construed in accordance with the laws of the State of Michigan, U.S.A.

Each party represents and warrants that on the date first written above they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature above.

EXECUTED as of the date first written above by signatory, authorized signature, or signer and the date when the contact was signed above.
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