Contract Committee Review Request
MUST BE COMPLETED IN FULL   Date: 03/11/2025

Contract/Agreement Vendor: | eFMLA / David Doda
Name of Vendor & Contact Person

ddoda@efmla.com
Vendor Email Address

(Electronic Family and Medical Leave Act)
to provide Online Tracking / Paperwork Services
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase , any titles, and details for the Board of Education to review.

RENEWAL / District Employees
Reason/Audience to benefit

05/12/2025 $ 2,495.00
BOE Date   Amount of agreement

Person Submitting Contract/Agreement for Review: Melody Totten / Andrea Jackson   HR/ESC

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Karen Schwab*

Does this Contract/Agreement utilize technology? YES (NO)
If yes, Technology Admin: _____

Cabinet Team Member: _____

Funding Source: GENERAL   180 2572 436 000 0000 000 052
Fund/Project   OCAS Coding

■ **Consent**

☐ **Action**

Accept and approve the RENEWAL Agreement between Broken Arrow Public Schools and eFMLA to provide a web-based solution provided via the website www.eFMLA.com. The service may be used to administer and manage an unlimited number of employees who request FMLA leave and are required to receive notices under the application of FMLA federal regulations.

The cost of eFMLA services is quoted at $2,495.00 and will be paid from the General Fund. The dates of service will be 7/1/2025 to 6/30/2026.

Summary   *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

eFMLA

7406 Alban Station Court, B-210
Springfield, VA 22150

Quote

Date	Quote #
03-04-2025	3993-89518-Quote

Bill To:

**Broken Arrow Public Schools -
Human Resources**
Attn: Melody Totten
701 S. Main St.
Broken Arrow, OK 74012

Phone:	855-488-FMLA Toll Free
Fax:	262-314-0698 Fax
Email:	Support@eFMLA.com

Account #		Purchase Order #
3993		N/A

Quantity	Description	Amount
1	Annual eFMLA Subscription Fee or other Fees Annual Fee: $2495 Period: 07/01/2025 - 06/30/2026 Terms: Annual Payment is Due upon Receipt of Invoice.	$ 2495.00

Thank you for using eFMLA.

Quote $ 2495.00

_____
David D. Doda, Ph.D.
President, eFMLA, Inc.

03/04/2025
Date

eFMLA, Inc.

7406 Alban Station Ct., Suite B-210, Springfield, Virginia, 22150
(P) 855-488-FMLA I (F) 262-314-0698 I (E) support@efmla.com I (Site) http://www.eFMLA.com/

By using the eFMLA, Inc. system website (hereinafter referred to as the "Service"), Broken Arrow Public Schools (hereinafter referred to as the "Client") agrees to accept the following Terms and Conditions ("Terms of Service" or "Agreement") as of the Effective Date.

Any new features that augment or enhance the current Service shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

1. Service Definition

The Service is a web-based solution provided via the web site www.eFMLA.com. The Service may be used to administer and manage an unlimited number of employees who request FMLA leave and are required to receive notices under the applicable FMLA federal regulations.

Some features available in the Service include:

    a. Electronic management of FMLA-related forms and notices that can be customized to reflect each organization's unique policies and procedures,
    b. Additional related forms, policies, and materials to better manage FMLA,
    c. eFMLA data management of all FMLA-related information and documents,
    d. Online tracking & monitoring of all FMLA leave usage and balances,
    e. Electronic processing of paperwork with employees and health care providers,
    f. Reference tips and explanations,
    g. 24/7 secure access,
    h. Up to ten (10) eFMLA account administrators, and

The Implementation Fee includes the following:

    a. Review and recommended changes to existing FMLA policies and procedures.
    b. Setup of Account Profile via live webinar.
    c. Up to 90 minutes of initial training regarding the use of the eFMLA system for FMLA administrators.

Additional features that are developed during the Terms of Service will automatically be made part of the Service for no additional fee. Significant changes to existing features will be announced via customer eNewsletter or the eFMLA blog at www.eFMLA.com.

2. Support

eFMLA, Inc. will provide the Client with prompt technical support on setting up and configuring the Service, access to the Service, and other issues related to the Service provided by eFMLA at no additional charge. eFMLA, Inc. does not offer client support for any other application, service or hardware.

Client support can be obtained by using the following contact information:

    a. **Email technical support:**
- Email Hours: 24 hours, 7 days per week, 365 days of the year
- Email Address: support@efmla.com

    b. **Phone technical support:**
- Phone Hours: 9 AM to 5 PM EST Monday through Friday, excluding U.S. national holidays
- Phone Number: 855-488-FMLA (3652)

    c. **After-Hours Emergency Support:**
- Send an email to esupport@efmla.com stating the nature of the emergency and your contact information.

    d. **Support for Employees:** Support for Client's employees will be provided regarding login and other related technical issues regarding access to and use of their employee dashboard (e.g., username and password issues), but not regarding human resources or any aspect of FMLA administration.

Upon contacting Support, the Client will be required to provide an account username and a full description of the problem including error messages, screenshots, and other troubleshooting information as requested by Technical Support personnel.

Requests for support shall be responded to within four (4) business hours for Critical support requests and within one (1) business day for non-critical requests. Critical requests shall be resolved within twenty- four (24) hours. non-critical requests shall be resolved on a first-come first-served basis, typically within two (2) to five (5) business days, depending on the complexity of the inquiry and support requests volume. All requests are governed by the Terms of Service.

Critical requests are defined as one of the following:
    a. A complete failure that results in the inability of the Client to use the Service for a period longer than four (4) consecutive hours, or
    b. In the event of a loss, corruption or unintended migration of Client data through a breach of the Client's eFMLA account, the Client agrees to contact eFMLA, Inc. via all possible contact methods available.

3. Training

Initial online training on using the eFMLA system is included with all new accounts as part of the Implementation Fee. Training consists of usage and management of the eFMLA software system only. Any training or consulting advice does not constitute legal advice regarding specific FMLA questions, issues, or factual situations, or any other matter. eFMLA Clients are advised to consult with legal counsel for such advice.

Additional dedicated online training regarding the use of the eFMLA system after the Free Trial Period is available upon request at an hourly rate of $200 per hour, to the nearest quarter-hour increment.

Human resource management consulting services and training regarding best practices in FMLA administration are available for a fee by contacting Scott Macdonald, Esq., SPHR, SHRM-SCP at (860) 604-2468 or scott@efmla.com. Mr. Macdonald's biography is available for viewing at: https://www.efmla.com/bios/smacdonald.html.

4. Payment and Refund Terms

eFMLA, Inc. will bill the annual Subscription Fee and the Implementation Fee upon completion of the Test Drive or Free Trial Period, unless Client provides written notice (via email or otherwise) that it does not wish to continue using the service prior to the completion of the Free Trial Period. If Client cancels the service during the Free Trial Period, the trial shall end effective at cancelation. All invoices must be paid within 90 days or the Client's account will be subject to deactivation.

If the Client cancels the Service pursuant to the Termination provision below, cancellations will be effective at the beginning of the month following the 30-day notice period. No partial month or total annual refunds can be made. In order to treat everyone equally, no exceptions will be made. A pro-

rated refund of the annual fee from the month following the 30-day notice period will be returned to the client within 60 days of termination.

The Client's annual account fee will remain constant for two (2) years from the start of Service. After two years, it will adjust to the current rate if the annual fee for the Service has increased. Client will be provided notice of any fee increase, if applicable, a minimum forty-five (45) days prior to the end of the current term.

5. General Terms

a. This Agreement shall be effective for one (1) year from the effective date unless terminated earlier in accordance with the Agreement. Thereafter, this Agreement may be renewed upon written agreement of the parties for subsequent twelve (12) month periods, subject to the fee schedule described in Section 4. See Appendix A for additional provisions if applicable.
b. The parties are mutually responsible for maintaining the privacy and security of the Client's account. As such, the parties will not be held liable for any damage or loss that may result from the other party's failure to protect login information, including passwords.
c. The Client is responsible for all your activity and posted content. You may not use the Service for any illegal or unauthorized purpose.
d. The Client must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, eFMLA, Inc., or any other eFMLA, Inc. service.
e. The Client agrees not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by eFMLA, Inc.
f. eFMLA may, but have no obligation to, remove Content and Accounts containing Content that it determines in its sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.
g. The Client must not knowingly upload, post, host, or transmit unsolicited content (including "spam" messages).
h. The Client must not knowingly transmit any worms or viruses or any code of a destructive nature.
i. Any questions regarding the Terms of Service should be addressed to the Director of Support Services at support@efmla.com.

6. Network Availability and Uptime

eFMLA, Inc. guarantees that the system shall be available and usable a minimum of 99% of the time, measured on a calendar-month basis. All duties related to meeting this uptime guarantee shall be an obligation of eFMLA, Inc. As such, eFMLA, Inc. warrants that the system shall function in accordance with the specifications below and with any other published specifications not inconsistent herewith. Also note, site maintenance will be performed after hours when possible.

These include:
a. Redundant power
b. Daily data backups
c. Daily virus scans
d. Network checks every five (5) minutes, with a thirty (30) second failure threshold
e. Service and security patches installed as soon as practical
f. All live/production servers use a RAID1. Our on-site backup server uses RAID10, and our offsite backup server uses RAID5.
g. Backups are done every hour and daily. They consist of all eFMLA files & databases, retained 7 daily and hourly, stored offsite NOT in the same datacenter, retain latest 7 and 2 additional backups, at 3 & 6 months.
h. Archive a copy of all eFMLA files & databases monthly offsite, retain for 2 years Retain 7 full disk image backups on the VM's host server, update these daily.

7. Feature, Account and Customization Requests

eFMLA, Inc. will assist the Client with customization requests, new feature suggestions and account

changes for the duration of time that the Client uses the Service. Please note: all such requests must not interfere with the use of eFMLA, Inc. by other Clients.

    a. **Customization requests:** The Client may send customization requests to the Director of Support Services at support@efmla.com. Customization requests will be responded to within one (1) business day. eFMLA, Inc. acknowledges that the Client must approve all requests which would incur a charge.

    b. **New feature requests:** New feature requests are encouraged but are not considered customization. Feature requests are placed into a queue and monitored for demand. All requests are developed on a timeline determined by eFMLA, Inc. The Client acknowledges that any feature request done to the Service becomes part of the Service as a whole and may be distributed to other Clients, but in no case will any Client data be distributed to any outside party without the Client's written approval. Any feature that is distributed to all clients shall not be charged against Client.

    c. **Account changes:** Any fixed account, company and administrator contact information can be altered at the Client's request.

Note: All Feature, Change and Customization Requests must be sent by the Account Primary Administrator. Additional work performed outside of the scope of the above paragraphs will be billed at a predetermined hourly rate to be agreed on by the parties. Please contact support@efmla.com for more information.

8. Use of System

eFMLA, Inc. grants the Client one (1) account with unlimited administrative use of the system and up to ten (10) administrators. The Client is not authorized to give any other organization access to the administrative portion of the system or otherwise share the system with anyone outside the Client's organization. The Client may only provide system information and access to individuals within the Client's organization and to other authorized personnel (i.e. Healthcare Providers).

9. Ownership of System and Data

Client acknowledges that eFMLA, Inc. is the sole owner of the Service. eFMLA, Inc. acknowledges that the Client is the sole owner of all employee data. eFMLA, Inc. agrees that, when directed by the Client, it will provide a full data extract of all Client data to the Client via electronic media or other format that is in a form that is readable and usable to the Client within ten (10) business days of the Client's written request. eFMLA, Inc. reserves the right to download data for maintenance and backup purposes only and it shall be maintained subject to the confidentiality requirements hereinafter described.

Note: There is no cost to the Client for the one-time data download after termination and the Client will be permitted a 60-day retrieval period to print any/all required documents, as it deems necessary.

10. Force Majeure

If performance of the Service or any obligation under the Terms of Service is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if eFMLA, Inc. is unable to carry out its obligations, then the obligations of the Service invoked in this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of nature, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts, power failures, communication failures, internet service provider disruptions, shortages, breaches, or delays.

11. Confidentiality and Nondisclosure

eFMLA, Inc. recognizes and acknowledges that the Terms of Service creates a confidential relationship between eFMLA, Inc. and the Client, and that all information contained within Service, as well as Client's business affairs is confidential in nature. All such information concerning the Client is hereinafter collectively referred to as "Confidential Information". The parties are responsible for maintaining the privacy and security of the account in accordance with applicable law. The parties

acknowledge that Confidential Information includes information about current and former employees that is confidential pursuant to applicable law. eFMLA, Inc. agrees that, except as directed by the Client, it will not at any time during or after the tenure of the Terms of Service disclose any Confidential Information to any person whatsoever. eFMLA has developed, implemented, maintains, and uses appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of Confidential Information. eFMLA agrees that it will protect Confidential Information against loss, destruction, and unauthorized uses or disclosures according to industry best practices and no less rigorously than it protects its own confidential information. In the event of any unauthorized use or disclosure, eFMLA shall report the incident to Client no less than one (1) business day after eFMLA learns of such disclosure. Such report shall identify:

    a. The nature of the unauthorized use or disclosure,
    b. The data used or disclosed,
    c. Who made the unauthorized use or received the unauthorized disclosure,
    d. What eFMLA has done or shall do to mitigate the effects of the unauthorized use or disclosure, and
    e. What corrective action eFMLA has taken and shall take to prevent future similar unauthorized use or disclosure.

The parties shall indemnify and hold harmless each other and their respective past, current, and future members, agents, and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from any material data breach of this Agreement or any unauthorized use or disclosure of Confidential Information by Service. eFMLA, Inc. maintains Errors and Omissions insurance coverage to indemnify any breach of Client's confidential information in accordance with the policy and its limits. This section shall survive the expiration or earlier termination of this Agreement. Upon the termination of service, it will turn over to the Client all FMLA database files, documents, papers, and other matter in its possession or control that relate to the Client, as appropriate. Additional information is contained in the Appendix, if applicable.

12. Monitoring and Auditing

eFMLA shall cooperate with Client. or with any other person or agency as directed by Client, in monitoring. auditing. or investigating activities related to this Agreement. Service shall permit Client to evaluate all activities conducted under this Agreement as dictated by Client. Service shall provide auditors retained by Client with access to any records and files related to the provision of services under this Agreement.

13. Termination

The Client may terminate their account when it determines that termination is in the best interests of the Client by giving eFMLA, Inc. 30-days written notice of their intent. eFMLA, Inc. may terminate the Service due to any breach of the above Terms of Service by the Client. Once terminated and after any/all data has been transferred to the Client, see Section 9 above, all employee related data files will be deleted consistent with the backup schedule as delineated above. Note, the client's demographic/public information will be retained for historical purposes.

If the Client terminates their account, upon the conclusion of the retrieval period referenced in Paragraph 9, eFMLA will delete all documents and/or data related to Client's employees that was collected or stored in Client's eFMLA account during the time that Client was receiving services from eFMLA, Inc. in accordance with eFMLA's Data Privacy Security Policy.

14. Governing Law

This Terms of Service, the rights and obligations of the parties hereto, and any claims or disputes that arise hereunder, shall be governed by and construed in accordance with the laws of the State in which the Client is located.

15. Entire Agreement; Modification

This Terms of Service constitutes the entire agreement of the parties with respect to the subject matter

hereof. This Terms of Service may be modified or amended only by an instrument in writing signed by both parties hereto.

16. Savings Clause

If any section, sentence, clause, or phrase of the Agreement shall be held for any reason to be inoperative, void, or invalid by operation of law or any court of competent jurisdiction, it shall be severed from the Agreement and the validity of the remaining portions of this Agreement shall not be affected. It is the intention of the parties in adopting this Agreement that no provision shall become inoperative or fail by reason of the invalidity of any other portion or provisions of this Agreement.

Appendix A: Confidentiality

The parties acknowledge that Client is a North Carolina public school district, and Confidential Information regarding Client's current and former employees for use with Service is subject to the confidentiality and disclosure requirements of N.C.G.S. 115C-319, et seq. (the Personnel Privacy Law). The parties are responsible for maintaining the privacy and security of the account in accordance with applicable law. eFMLA, Inc. will not be held liable for any damage or loss that may result from Client's failure to protect login information, including Client's password. The parties acknowledge that Confidential Information includes information about current and former employees that is confidential pursuant to N.C.G.S. 115C-319. The parties further acknowledge that unauthorized access to and disclosures of confidential personnel information may result in criminal and civil penalties pursuant to N.C.G.S. 115C-321. Service shall not be provided with, or have access to, any other information about current or former employees of Client without Client's prior written consent. eFMLA, inc. SHALL NOT DISCLOSE, MAKE AVAILABLE, OR OTHERWISE PROVIDE ANY SHARED DATA TO ANY PERSON, ENTITY, OR THIRD-PARTY VERIFIERS, INCLUDING SOCIAL SERVICES AGENCIES AND COMMERCIAL VERIFIERS, WITHOUT SIGNED WRITTEN AUTHORIZATION FROM THE CURRENT OR FORMER EMPLOYEE. eFMLA, inc. shall maintain copies of all signed, written authorizations and make them available to Client upon request.

Appendix B: Restricted Companies List

Service represents that as of the date of this Agreement, Service is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Agreement, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Appendix C: Anti-Nepotism

The parties acknowledge that, under Gen. Stat. 115C-47(17a), no Service employee who is "immediate family" any member or School System or of any principal or central office staff administrator employed by the Client may provide services under this Agreement unless that person's placement is specifically approved by Client in a duly called open session meeting. For purposes of this provision. "Immediate family" means spouse. parent. child, brother, sister, grandparent, or grandchild. and includes step, half. and in law relationships. The parties will work together In good faith to ensure compliance with this provision. At a minimum, each party will notify the other if it becomes aware of a family relationship covered by this provision.

EFMLA SIGNATURE PAGE

BROKEN ARROW PUBLIC SCHOOLS

AUTHORIZED SIGNATURE

Steve Allen

PRINTED NAME

President of the Board of Education

TITLE

DATE