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Policy 5512.01 (Revised)

MT Business Technologies Alternate Proposal

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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, JUNE 28, 2018, 4:00 p.m.

CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
 - A. PERSONNEL CONSENT ITEMS**
 - 1. Resignations
 - a) Salina Brereton, Non-teaching employee, eff. 6/1/2018
 - b) Megan Nichols, Certified Teacher
 - 2. Employments
 - a) Ava Miller, Summer Drumline Technician, eff. 6/1/2018
 - b) Arito Wickerham, Certified Substitute
 - c) Anna Warren, Certified Teacher
 - d) Megan Nichols, One-Year Long-Term Substitute Certified Teacher
 - e) Alexandria Zwisler, Certified Teacher
 - f) Tara Files, Non-Teaching School Employee
 - g) Jessica Gabor, Certified Teacher
 - B. ACTION CONSENT ITEMS**
 - 1. Recommendation to approve the Commercial Monitoring and Alarm Services Agreement with Koorsen Fire & Security from July 1, 2018 through June 30, 2021
 - 2. Recommendation to approve the Annual Fire Protection Services Agreement with Koorsen Fire & Security from July 1, 2018 through June 30, 2021
 - 3. Recommendation to approve a second reading and adoption of revised Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students

4. Recommendation to accept the alternate proposal for RFP Document Imaging Equipment with MT Business Technologies, Inc. for the period of August 1, 2018 through July 31, 2023
5. Recommendation to approve the Standard Terms and Conditions Agreement with Palitto Consulting Services, effective June 12, 2018

VI. Items of the Treasurer

A. ACTION CONSENT ITEMS

1. Recommendation to approve FY 2018 advance and transfers report
2. Recommendation to make amendments to the FY 2018 certificate of revenue
3. Recommendation to adopt FY 2018 appropriations
4. Recommendation to approve the initial FY 2019 certificate of revenue
5. Recommendation to adopt temporary FY 2019 appropriations
6. Recommendation to adopt a resolution providing for the issuance and sale of bonds in the maximum principal amount of \$22,810,000 for the purpose of refunding certain of the school district's outstanding school improvement bonds, Series 2009B (federally taxable - Build America Bonds - direct payment)

VII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 28, 2018**

Agenda Detail Sheet

V. Administrative Items

A. PERSONNEL CONSENT ITEMS

2. (c) Anna Warren: Ms. Warren is being recommended to fill the open third grade teaching position at Isham Elementary School. This position was open due to internal movement within our school district as we eliminated a sixth grade section and created a third grade section based upon projected enrollment numbers.

2. (d) Meghan Nichols: Ms. Nichols is being recommended to fill a one (1) year long-term substitute teaching position in second grade at Isham Elementary School. The position is a long-term substitute position due to the unpaid maternity leave of an employee for a school year, per the *Negotiated Agreement*.

2. (e) Alexandria Zwisler: Ms. Zwisler is being recommended to fill the new intervention specialist position at Overlook Elementary School. This position is necessary to comply with federal and state requirements in meeting the needs of our students, as identified in their individual education programs.

2. (f) Tara Files: Ms. Files is being recommended to fill the cafeteria helper position (floating position) left vacant when Ms. Brandie Hall accepted a cafeteria helper position at Sacred Heart School.

2. (g) Jessica Gabor: Ms. Gabor is being recommended to fill the new intervention specialist position at Lincoln Elementary School which was left open when Ms. Hassinger filled an intervention specialist position at Valley View Elementary School.

B. ACTION CONSENT ITEMS

1. Commercial Monitoring and Alarm Services Agreement: The Commercial Monitoring and Alarm Services Agreement with Koorsen Fire & Security being recommended for approval will allow Koorsen Fire & Security to take over our monitoring and alarm services for the period of July 1, 2018 through June 30, 2021.

2. Annual Fire Protection Services Agreement: The Annual Fire Protection Services Agreement with Koorsen Fire & Security being recommended for approval will allow Koorsen Fire & Security to take over our annual fire protection services for the period of July 1, 2018 through June 30, The 2021.

3. **Revised Board of Education Policy 5512.01:** The revision to Board of Education Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students, being recommended for approval allows a student to opt for saliva testing when it is determined that the student cannot produce a urine sample for testing.
4. **MT Business Technologies, Inc.:** The alternate proposal for RFP Document Imaging Equipment with MT Business Technologies, Inc. being recommended for approval will provide for equipment and maintenance of our copy machines and printers. The alternate proposal allows us to keep equipment we currently own that still has a long life expectancy while replacing items that do not. The net result is a monthly savings of \$1,818.12, when compared to our current cost, for the length of the agreement.
5. **Palitto Consulting Services:** The Standard Terms and Conditions Agreement with Palitto Consulting Services being recommended for approval is VMware and server work.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 11, 2018

The Wadsworth City Board of Education met in Regular Session on Monday, June 11, 2018, at 7:00 P.M. at the James R. McIlvaine Performing Arts Center, 625 Broad Street.

Present	Batey, Kramer, McDougal
Absent	Gordon, McComas
Administrators	5
Staff	2
Visitors	7

18-06-46 APPROVAL OF BOARD MINUTES

The motion was made by **Batey**, seconded by **Kramer**, to approve the following Board of Education Meeting Minutes:

Special Session May 31, 2018

VOTE: Yea - Kramer, McDougal, Batey
Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES:

- A. STEM and Coding Camps.
- B. Literacy on the Lawn.
- C. Suburban League All-Sports Award for the National Conference.

ADMINISTRATIVE ITEMS:

18-06-47 Upon the recommendation of Superintendent Hill, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Personnel Consent Items from the June 11, 2018, Regular Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations:

a)	Kimberly Maher	Certified Teacher	(eff. 05/31/18)
b)	John Gramuglia	Varsity Wrestling Coach	
c)	Anthony Pappas	Vol. Varsity Football Coach	
d)	Philip Romich	Certified Teacher	

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2. Employments:

- | | | | |
|----|----------------|----------------------------|-----------------|
| a) | Andrew Provchy | Classified Substitute | |
| b) | Pepper Bates | Asst. Principal Substitute | (eff. 04/16/18) |
| c) | Sarah Maxon | Certified Teacher | |
| d) | Robert Wyrick | WHS Security Monitor | |
| e) | Erica Nadeau | Non-Teaching Employee | |
| f) | Gabe Tudor | Asst. Superintendent | (eff. 08/01/18) |

g) Supplemental Contracts (2017-2018):

Gregory Pickard	Youth Baseball Camp Director	
William Gearhart	Youth Baseball Camp Asst. Coach	
Jeffrey Shenker	Youth Baseball Camp Asst. Coach	
Kevin Verde	Youth Basketball Camp Asst. Coach	(eff. 06/04/18)
Andrea Atzinger	Fine Arts Festival	
Parker Dingess	WHS Football Camp Student Worker	
Katherine McKenzie	Elementary Summer School Teacher	
Dean Bivens	Summer School CAC Teacher	
	(one-week assignment)	(eff. 06/11/18)

h) Coding Camp Supplemental Contracts:

(June 4-5 training/June 11-15 camp - Camp Hours: 9:00 a.m. - 12:00 p.m. each day)

Maria Daull	Beth Lawrence
Kalyn Davis	Zach Ockunzzi
Kelsie Erhard	Autumn Reeves
Trudy Freund	Joseph Shalala
Vicki Fugate	Amanda Simmons
Justine Girard	Joseph Snyder
Kari Johnson	Megan Wolf
Karen Lapidakis	

i) STEM Camp Supplemental Contracts:

(June 14-15 training/June 25-29 camp - Camp Hours: 9:00 a.m. - 12:00 p.m. each day)

Aaron Austin	Mark Postak
Maria Daull	Autumn Reeves
Vicki Fugate	Chris Roberts
Brandy Gray	Stephine Schmeltzer
Sunaina Kelly	Joanna Snitl
Jeff Marini	Jennifer Sorrent
Lisa Owens	Chad Wolf
Deb Pegrim	

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j) Supplemental Contracts (2018-2019):

Christa Halicki	Vol. Girls' Tennis Asst. Coach
Brandon Nolin	9th Grade Asst. Football Coach
Zachary Humrichouser	Boys' /Girls' Cross Country Varsity Asst. Coach
Kevin Verde	Boys' Basketball Varsity Asst. Coach (eff. 05/17/18)
Cheryl Gerberich	Bear Cub
Karen Lapidakis	Bear Cub
Kelly Laib	Bear Cub
Amy Broadhurst	Class Advisor (Grade 12)
Jason Knapp	Asst. Class Advisor (Grade 12)
Rob Lynn	Class Advisor (Grade 11)
Pamela Csaky	Asst. Class Advisor (Grade 11)
Michelle Rohrer	Class Advisor (Grade 10)
Laura Harig	Class Advisor (Grade 9)
Patricia Swanson	Academic Decathlon
Bethany Kovacevich	RtI Chair (Franklin)
Matthew Hulme	RtI Member (Franklin)
Kristina Marias	RtI Member (Franklin)
Mary Linn	Student Council Elementary
Abby Elliott	RtI Chair (WHS)
Anne Rosenberger	RtI Member (WHS)
John Yaggi	RtI Member (WHS)
Jennifer Ballinger	RtI Member (WHS)
Richard Barnett	Media Communications Event Coordinator
Anthony Pappas	8th Grade Head Football Coach
Ron Messer	WMS Asst. Football Coach
Chad Wolf	WMS Asst. Football Coach
Matthew Shiarla	WMS Asst. Football Coach
Joseph Snyder	8th Grade Volleyball Coach
Michelle Minick	8th Grade Asst. Volleyball Coach
Sara Snyder	Vol. Volleyball Coach
Eric England	WMS Boys' /Girls' Cross Country Coach
Michael Lee	WMS Asst. Cross Country Coach
Ryan Likens	WMS Athletic Director
Pamela Csaky	WHS Drama Co-Director
Kathy Zagar	WHS Drama Co-Director
Kalyn Davis	WHS Musical Co-Director
Pamela Csaky	WHS Musical Co-Director
Debbie Lake	WHS Musical Co-Director
Anne Rosenberger	National Honor Society Co-Advisor (50% contract)
Nathan Singleton	National Honor Society Co-Advisor (50% contract)
Mary Napoli	WHS SADD

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Mark Schoonover	WHS Student Council
Allison Parsons	WHS Student Council Asst.
Sarah Trausch	WHS Student of the Month
Laura Harig	Annual
Eric Heffinger	Newspaper (<i>The Bruin</i>)
Shawn VanDyke	Business Dept. Head
Mark Schoonover	English Dept. Head
Karen Beavers	World Language Dept. Head
Lauren Ross	Guidance Dept. Head
Mike Sladky	Health/P.E. Dept. Head
Sandra Kurt	Math Dept. Head
Jason Jurey	Science Dept. Head
John Yaggi	Social Studies Dept. Head
Abby Elliott	Special Education Dept. Head
Richard Barnett	Vocational Dept. Head
Dana Hire	Band Director
Samuel Piehl	Band Asst. Director
Ryun Louie	Percussion Artist in Residence
Vanessa Lloyd	Flag Corp (Fall)
Jessica Courson	Flag Corp (Winter)
Kalyn Davis	Vocal Music Director
Pamela Csaky	Theater Technician Coordinator
Sam Zulia	National Forensic Head Coach
Katherine Dannemiller	National Forensic Asst. Coach - All Events
Rob Lynn	WHS Intramurals
John Thompson	WHS Intramurals
Michael Lee	HS Intramurals
Gregory Pickard	Varsity Baseball Head Coach
William Gearhart	Varsity Baseball Asst. Coach
Jeffrey Shenker	Baseball Reserve Coach
William M. Schmeltzer	Varsity Softball Head Coach
Justine Fechko	Varsity Softball Asst. Coach
James Memmer	Reserve Softball Coach
Leslie Bartell	Vol. Asst. Softball Coach
Christa Halicki	Varsity Boys' Tennis Head Coach
Austin Hanna	Reserve Boys' Tennis Coach
John Hutchinson	Vol. Asst. Boys' Tennis Coach
Kristina Nichol	Vol. Asst. Boys' Tennis Coach
Mark Snyder	Vol. Asst. Boys' Tennis Coach
Christian Berry	Varsity Boys' Track Head Coach
Blake Dickson	Varsity Boys' Track Asst. Coach
Matthew McConnell	Varsity Boys' Track Asst. Coach
Nicholas Neral	Varsity Boys'/Girls' Track Asst. Coach
John Burton	Varsity Girls' Track Head Coach
Megan Dean	Varsity Girls' Track Asst. Coach

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Zachary Humrichouser	Varsity Girls' Track Asst. Coach
Justin Todd	Weight Room Supervisor (Spring)
Justin Todd	Weight Room Supervisor (Summer)
Abbey Pecnik	Student Council Elementary
Justine Girard	RtI Chair (Gr. K-4)
Kathy Ott	RtI Member (Gr. K-4)
Kim Kirven	RtI Member (Gr. K-4)
Justine Girard	Bus Ramp Duty
Sunaina Kelly	Bus Ramp Duty
Chad Wolf	Crossing Guard Supervisor
Clay Wenger	Varsity Wrestling Coach
Sheri Adkins	9th Grade Volleyball Coach

3. Recommendation to grant unpaid child leave under FMLA to Briana Whited, from the end of her allowable sick leave through May 31, 2019.
4. Recommendation to grant unpaid child leave under FMLA to Brianne Pernod, from the end of her allowable sick leave through November 18, 2018.
5. Recommendation to approve up to ten (10) extra days of work for Laura Boyert, School Psychologist, during the months of June, July and August of 2018 to allow for educational testing of students with a suspected disability.
6. Recommendation to enact a three-hour Reduction in Force (RIF) for Karen Fuller, Special Education Aide (eff. 08/20/18).

VOTE: Yea – McDougal, Batey, Kramer
Nay – None

Motion Carried,

18-06-48 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to adopt the Action Consent Items for the June 11, 2018, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept a \$21,750 donation from SME Prime.
2. Recommendation to accept a \$1,000 donation from Circle K.
3. Recommendation to accept a \$546.17 anonymous donation.

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4. Recommendation to accept a \$5,000 donation from the Band Boosters.
5. Recommendation to accept a \$2,042.52 donation from the All-Sports Boosters.
6. Recommendation to approve the Subscriber Agreement between Discovery Education, Inc. and Wadsworth City School District Board of Education, eff. 07/01/2018 through 06/30/2019. (ATTACHED)
7. Recommendation to approve the Memorandum of Understanding between the Wadsworth Educational Support Personnel Association and the Wadsworth City School District Board Education. (ATTACHED)
8. Recommendation to approve the Ohio Online Learning Program Memorandum of Understanding between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education. (ATTACHED)
9. Recommendation to approve the Vendor Agreement between the Educational Service Center of Summit County, Renhill Group, and the Wadsworth City School District Board of Education. (ATTACHED)
10. Recommendation to accept the Medina County Drug Abuse Commission Grant Award in the amount of \$76,000.
11. Recommendation to approve the Office for Child Nutrition Alternate School Food Authority Arrangement Agreement for the 2018-2019 school year. (ATTACHED)
12. Recommendation to set the breakfast and lunch prices for the 2018-2019 school year at the same prices they were for the 2017-2018 school year, as follows:

Breakfast:	\$1.70
Lunch (Students K-4):	\$2.70
Lunch (Students 5-8):	\$2.80
Lunch (Students 9-12):	\$3.00
Adult Lunch:	\$3.50
Milk Only:	\$0.50

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13. Recommendation to approve the proposed class fees for 2018-2019 school year at the same prices they were for the 2017-2018 school year.
14. Recommendation to approve a second reading and adoption of the following revised Wadsworth City School District Board of Education Policies:
 - a) 2271 College Credit Plus
 - b) 8510 Wellness
15. Recommendation to approve membership in the Alliance for High Quality Education from July 1, 2018 through June 30, 2019.
16. Recommendation to approve the Pupil Transportation Agreement 2018/2019 with Suburban School Transportation Company, Inc. (ATTACHED)
17. Recommendation to approve the Agreement between the Medina County Board of Developmental Disabilities and the Wadsworth City School District Board of Education for the period of May 21, 2018 through May 30, 2019. (ATTACHED)
18. Recommendation to approve Health Management Solutions, Inc. as the Managed Care Organization (MCO) for the Ohio Bureau of Workers' Compensation Program (eff. July 1, 2018 through June 30, 2020). (ATTACHED)
19. Recommendation to approve a first reading of Revised Policy 5512.01, Random Alcohol, Drug and Nicotine Testing of Wadsworth City School District Students.
20. Recommendation to offer Student Accident/Illness Insurance for the 2018-2019 school year through Guarantee Trust Life Insurance Company.
21. Recommendation to approve the Day Treatment-Purchase Service Agreement between KRG Education Services, Inc. and the Wadsworth City School District Board of Education for the 2018-2019 school year. (ATTACHED)

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WADSWORTH CITY BOARD OF EDUCATION

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22. Recommendation to approve the following Memorandums of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education: **(ATTACHED)**
 - a) Kindergarten Parent/Student Open House for the 2018-2019 School Year
 - b) High School Football Coaches' Supplemental Contract Pay
23. Recommendation to approve the Band Camp overnight trip to be held July 22-27 at Kent State University.
24. Recommendation to approve the Limited Home Use Video Recording Permission Agreement between MTI and the Wadsworth City School District Board of Education for the production of Disney's Little Mermaid on March 21-23, 2019. **(ATTACHED)**
25. Recommendation to approve the Agreement between MTI and the Wadsworth City School District Board of Education for the production of Disney's Little Mermaid on March 21-23, 2019. **(ATTACHED)**
26. Recommendation to purchase Risk Management Insurance through the Seibert-Keck Agency to include liability, property, fleet coverage, and cyber liability for the period of July 1, 2018 through June 30, 2019.

VOTE: Yea – Batey, Kramer, McDougal
Nay – None

Motion Carried,

TREASURER ITEMS

18-06-49 Upon the recommendation of Treasurer Beeman, the motion was made by **Kramer**, seconded by **Batey**, to adopt the Action Consent Items for the June 11, 2018, Regular Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to accept the tax budget for the Wadsworth Public Library as approved by the Library Board of Trustees.
2. Request a Special Board Meeting to approve final fiscal year 2018 reports and to set temporary appropriations for fiscal year 2019 on June 28, 2018 at 4:00 p.m. at the Charles R. Parsons Administration Building (524 Broad Street).

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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3. Recommendation to accept the May financial reports as presented and subject to audit:

- a) Financial Report by Fund
- b) Revenue Account
- c) Appropriations Report

VOTE: Yea – Kramer, McDougal, Batey
Nay – None

Motion Carried,

LEGISLATIVE UPDATE

Kramer reported:

- H.B.21 – Sponsored by Representative Hambley - Requires the verification of community school enrollments.
- H.B.438 – Addresses the composition and annexation of educational service centers and school districts to determine charter school funding by Ohio Facilities Construction Commission (OFCC).
- H.B.491 – Requires the State Board of Education to issue substitute license to specified pupil services personnel.
- H.B.318 – Defines qualifications and duties of school resource officers.

FLOOR ITEMS

BOARD MEMBER ITEMS

Batey – Announced that we are in the third week of the Summer Feeding Program and thanked the staff that have assisted with delivering bags to homes in the District.

Kramer – Welcomed Mr. Wenger and Mr. Tudor back to Wadsworth Schools. She also congratulated the track members for their State Championships.

McDougal – Welcomed Clay Wenger and Gabe Tudor.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 11, 2018

EXECUTIVE SESSION

WHEREAS, a public board of education may hold an executive session only after a majority of a quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. Employment**
 - 3. Dismissal**
 - 4. Discipline**
 - 5. Promotion
 - 6. Demotion**
 - 7. Compensation**
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. **To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.**
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A3, A4, A6, A7 and B as listed above.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: June 11, 2018

18-06-50 EXECUTIVE SESSION

The motion was made by **Kramer**, seconded by **Batey**, to enter Executive Session at 7:19 p.m.

VOTE: Yea – McDougal, Batey, Kramer
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at 8:21 p.m.

18-06-51 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Kramer**, to approve the Resolution to Terminate an R.C. 3319.081 Non-Teaching Employee Employment Contract and Issue Written Notice to an R.C. 3319.081 Non-Teaching Employee (Kelly Mills) effective 06/11/18.

VOTE: Yea – Batey, Kramer, McDougal
Nay – None

Motion Carried,

18-06-52 ADJOURNMENT

The motion was made by **Batey**, seconded by **Kramer**, to adjourn at 8:25 p.m.

VOTE: Yea – Kramer, McDougal, Batey
Nay – None

Motion Carried,

(Signed)_____ **Jody McDougal**, President

(Attested)_____ **Douglas D. Beeman**, Treasurer

Anna Warren

SUMMARY

I am seeking a prek-3rd grade teaching position where I can integrate my passion, creativity, and dedication towards educating and helping young children grow.

EDUCATION

Ursuline College (Pepper Pike, OH)

2017-June June 2018

Master of Arts in Education
Prek-3 Ohio Teaching Licensure
Reading Endorsement
Cumulative GPA: 3.9

The Ohio State University (Columbus, OH)

August 2014-May 2017

Bachelor of Science in Education
Early and Middle Childhood Studies
Cumulative GPA: 3.9

RELATED EXPERIENCE

Student Teacher, 3rd Grade

August 2017-May 2018

Lincoln Elementary School (Wadsworth, OH)

- Planned and taught lesson plans across all disciplines on a daily basis following the school's core academic curriculum: Go Math!, Lucy Calkin's Writer's Workshop, and multiple science and social studies standards-based units
- Planned and taught lesson plans in both whole group and fluid small group settings in both reading and math
- Utilized and monitored supplemental programming: Google Classroom, Prodigy math, SpellingCity, Front Row, ReadWorks, and NewsELA
- Administered and analyzed results of various diagnostic, summative, and formative assessments to inform instruction: Lucy Calkin's writing rubrics, DIBELS math and reading benchmark assessments, Informal Reading Inventory, Kahoot, pre- and post-unit assessments, and the Third Grade Reading Guarantee
- Integrated use of one-to-one Chromebooks into daily instruction
- Attended monthly staff meetings, professional development days, IEP and 504 Plan meetings, and RTI meetings
- Learned and implemented the use of school-wide programming for behavior management and social-emotional development: Positive Behavioral Interventions and Support (PBIS), strike card system, and classroom economy
- Collaborated with mentor teacher to complete report cards and hold parent-teacher conferences
- Participated in school-wide activities: IditaREAD, Read-A-Thon, Cosi on Wheels, Right to Read Week

Field Student, 4th and 5th Grade

January 2015-May 2015

Cranbrook Elementary School (Columbus, OH)

- Observed the instructional methods and approaches used by the regular education teacher in a mixed-grade classroom specifically in science and social studies

- Interacted with students with many different cultural backgrounds, levels of English language proficiencies, and learning abilities
- Tutored students during homework-time in the classroom
- Completed daily routine checklists such as attendance and lunch count

Tutor, Mathematics for Elementary Teachers I

August 2016-May 2017

The Ohio State University

- Tutored undergraduate students taking the course *Mathematics for Elementary Teachers I* during an hour session twice a week.
- Answered general questions regarding the material and helped students to solve problems step-by-step.
- Encouraged and motivated students to succeed in the course.

OTHER WORK EXPERIENCE

Intern

Clintonville Resource Center Kids Club (Clintonville, OH)

August 2016-May 2017

- Led students from the school across the street to the church each day
- Passed out snack and kept snack inventory each day
- Supervised bathroom breaks, homework/reading time, and play time
- Provided temporary assistance for any injuries or sicknesses
- Planned and administered math activities for kindergarteners during homework time
- Worked with other team members to handle difficult circumstances dealing with the children, parents/guardians, and any miscommunications that may have transpired
- Communicated with parents/guardians daily

VOLUNTEER EXPERIENCE

Creative Committee Chair

Project Outrun (Akron, OH)

May 2017-Present

- Attend monthly Design Nights at Akron Children's Hospital
 - o Meet one-on-one with children battling pediatric cancer to help them design their own pair of custom Nike ID running shoes
 - o Inform kids and parents/guardians of the nonprofit's purpose and background
- Manage social media: Instagram, Twitter, and Facebook
- Assist in planning large fundraisers and events
- Design apparel, photo backdrops, labels, flyers, and more

TECHNOLOGY AND SKILLS

- Google Classroom
- Google Suite (slides, sheets, forms, sites)
- Microsoft Suite
- Website design and development
- Smart board and Clevertouch

HOBBIES AND INTERESTS

- Being an aunt
- Making crafts
- Reading
- Health/Wellness
- Softball
- Volleyball

ALEXANDRA ZWISLER

EDUCATOR



CERTIFICATION

State of Ohio
Teacher License
Special Education
Mild/Moderate K-12
May 2018

EDUCATION

Bachelor of Arts
Business and Organizational
Communication
The University of Akron
Akron, OH | December 1997

Master of Arts
Curriculum and Instruction,
Special Education
The University of Akron
Akron, OH | May 2018

AWARDS

Service Award
Akron Children's Hospital
Akron, OH
February 2018

PROFILE

- Graduate student teacher who excels in cultivating and maintaining positive and productive relationships with all educational constituencies, including parents, students, administrators and the community.
- Advocate and leader with experience implementing multi-sensory instructional approaches with a strong professional knowledge of best practices in all content areas.
- Skilled practitioner who continues to expand knowledge of current best practices through professional development and builds a network of diverse colleagues.

PROFESSIONAL EXPERIENCE

GUEST ATTENDANT | AKRON CHILDREN'S HOSPITAL
FEBRUARY 2008 - PRESENT | AKRON, OH 44308

- Serve as the primary liaison for the Reinberger Family Center, directly responsible for coordinating services and support for families during their hospital stay.
- Process overnight reservations and requests for families who are staying at the center.
- Responsible for communicating the center's purpose to the guests, affiliated agencies and the general community through tours and the hospital information line.
- Answer and report hospital 3INFO calls and inquiries.

STUDENT TEACHER | FRANKLIN ELEMENTARY SCHOOL
JANUARY 2018 – MAY 2018 | WADSWORTH, OH

- Designed, planned and implemented math, reading, writing and behavior lessons for small groups of varying skill levels based on Common Core State Standards.
- Implemented a diverse service model of instruction, including support through inclusion as well as individualized and small-group instruction.
- Developed, wrote and lead IEP meetings with parents and other professionals.
- Volunteered for an after-school mentoring program.

JESSICA GABOR

Qualifications

- 2017-2018 Akron Public Schools Teacher of the Year
- Significant passion for the betterment of each child through creating thorough Individual Education Plans (IEPs)
- Repeatedly developing/directing instruction and monitoring care for each student
- Create and implement mood/behavior tracking plans to yield positive outcomes
- Dedicate time and attention to foster growth of each student regarding their knowledge, communication, and behavioral development

Education

Kent State University, Kent, OH

Bachelor's Degree, Special Education – Mild to Moderate

Graduated May 2008

Concordia University of Chicago, Chicago, IL

Master's Degree, Teacher Leadership

Graduated June 2017

Professional Experience

Akron Public Schools – McEbright CLC & Windemere CLC

Intervention Specialist K-12 (Mild to Moderate)

August 2008-present

- Help students learn subject matter and/or skills that will contribute to their development as mature, able and responsible men and women
- Create a classroom environment that is conducive to learning and appropriate to the maturity and interests of students
- Employ instructional methods and materials that are most appropriate for meeting stated objectives
- Assess the accomplishments of students on a regular basis and provides progress reports as required
- Counsel with colleagues, students and/or parents on a regular basis
- Assist the administration in implementing all policies and/or rules governing student life and conduct
- Maintain order in the classroom in a fair and just manner
- Maintain accurate, complete and correct records as required by law, district policy and administrative regulations
- Accept a share of responsibility for co-curricular activities as assigned
- Strive to maintain and improve professional competence
- Attend staff meetings and serves on staff committees as required
- Develop IEPs, including the development of specific instructional objectives and unique services to meet the needs of students

Wadsworth City Schools



Annual Monitoring Agreement

Director of Facilities *Scott Larch*

COMMERCIAL MONITORING and ALARM SERVICES AGREEMENT



Customer Account No:

Monitoring Account No:

Customer Name and Address: (the monitored "Premises")
Wadsworth City Schools

Koorsen Fire & Security, Inc. (appears as KFS in body of agreement)
875 Seville Road

Wadsworth, Ohio 44281

Andy.Chrzanowski@Koorsen.com

Attn: Scott Larch

Phone: (330) 242-0499

Rep: Andy Chrzanowski

Phone: (330) 802-0021

KFS will install or cause to be installed the equipment and furnish the services indicated herein:

☐ New Installation☒ System Conversion☐ System Upgrade☐ Re-Sign☐ New Owner

Attach Proposal Dated:

Existing System/ Panel Type:

Other: Each monitoring account will be \$25.00 per month per account billed Annually.

If Wadsworth City Schools is not satisfied with Koorsen fire and Security at any time they can terminate this contract with no penalties.

FIRE ALARMS: Unless the attached proposal specifies otherwise, KFS makes no representation that the monitored fire alarm equipment meets local code requirements or constitutes a fire alarm system as that term is defined by the Authority Having Jurisdiction [AHJ] over fire alarm systems in Customer's Premises. If a fire alarm system designed to code is specified in the proposal then KFS will install fire alarm equipment pursuant to AHJ requirements. Customer agrees that any additional equipment required by the AHJ not specified in the proposal shall be an extra to this contract to be paid for by Customer at the time said additional equipment is requested.

CENTRAL STATION MONITORING SERVICES: (CHECK ALL THAT APPLY)

☐ Commercial Intrusion Monitoring **Monthly Base Monitoring Charge \$ 25.00**☒ Fire Alarm, Sprinkler, Suppression Monitoring For low priority signals choose one of these two options:☐ Auto-Notification (email/text; no add'l charge) OR: ☐ Call Notification \$☐ Open / Close ☐ Supervised O/C Report Freq: \$☐ Video Verification (Attach Addendum) \$☐ Other: \$☐ Interactive Services Email:

Customer understands and agrees that remote control and other interactive services that are included in this Agreement are not part of the alarm system, and are not designed to protect the customer or the premise or notify the customer of alarms, and are not monitored by the Central Station.

Monthly Charge \$

HOSTED VIDEO SERVICES Unless Video Verification is checked above, no video cameras are monitored by the central station. If a separate Remote Video Access Service Contract has been executed for this premise, the customer understands that the cameras installed under that contract are not monitored by the central station. Refer to that separate contract for complete terms and conditions for Hosted Video Services.

COMMUNICATOR ☒ Telephone ☐ Internet ☐ Cellular (Check all that apply)

Customer understands that the transmission of alarm signals using telephone lines, internet service, and cellular networks is dependent on the reliability and availability of those service providers' networks. See page 2 for additional details regarding limitations of telephone, internet, and cellular communications services. The most reliable and recommended configuration is a combination of two of these modes of communications such that if one service is unavailable another service will transmit the signals to the Central Station.

Monthly Service Charge \$ 0.00

AGREEMENT SUMMARY

Total of All Monthly Service Charges \$ 25.00**Sales Tax (if applicable) \$****Total Monthly Service Charge plus Tax \$ 25.00**☐ Auto Payment (attach authorization)☐ Bill Me☐ Monthly (auto pay only)☐ Quarterly☒ Annually**Number of Months Due at Signing**

12

Total Prepaid Monthly Charges Due

\$ 300.00

Installation, Equipment, Labor, and Taxes

\$

Total Installation and Prepaid Monthly Charge \$ 300.00**Less Payment at Contract Signing**

\$

Balance Due Upon Completion

\$ 300.00

Term, Billing, Renewal, & Expiration:

The initial term of this agreement expires 3 years from the date the initial central station testing is completed or from the date of agreement, whichever is later. ~~This agreement shall remain in full force for the initial term, and shall thereafter automatically renew for additional 1-year terms unless written notice of termination is given by either party to the other at least (30) days prior to the expiration of the initial term or any renewal period.~~ Customer agrees that at any time following the expiration of the initial term KFS may increase the service charges for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous charges. In the event Koorsen increases the service charges by an amount greater than 5% annually, Customer may terminate the agreement upon written notice to Koorsen within fifteen (15) days of notification of such increase. Each service payment is payable in advance. The balance of payments for the term of this agreement is due upon execution of this agreement. For the convenience of the parties and so long as there is no default in payments, Customer may make the payments as provided herein.

Customer agrees to pay, in addition to the service charges above, any false alarm assessments, taxes, fees or charges that are imposed by any governmental body, relating to the installation or service provided under this Agreement and to pay any increase in charges to KFS for facilities required for transmission of signals under this agreement.

Entire Agreement - Customer understands and agrees that no alarm system can guarantee prevention of loss; that human error on the part of KFS or the municipal authorities is always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged. This Agreement constitutes the entire Agreement between the customer and KFS. In executing this Agreement, the customer is not relying on any advice or advertisement of KFS. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Agreement shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Agreement shall govern notwithstanding any inconsistent or additional terms and conditions of any purchase order or other document submitted by the customer.

It is understood that KFS is not an insurer, that it shall specifically be the obligation of the customer to purchase any insurance which customer desires to protect itself from loss, damage or injury due directly or indirectly to occurrences or consequences therefrom, which the service or system is designed to detect or avert. Section 5 of this Agreement limits KFS' liability.

Attention is directed to the limited warranty, limit of liability, and other conditions on PAGE 2.

Koorsen Fire & Security, Inc.	Title	Date	Customer P.O. Number (if required)
By:			
Customer's Acceptance	Title	Date	Customer's Printed Name
By:			

By acceptance, I acknowledge that I have received a copy of this agreement and I hereby authorize KFS to check my credit information.

KF-029C (10/17)

Provide copies as follows:

Original: Corporate Office

Copy 1: Branch Office

Copy 2: Customer

1. LIMITED WARRANTY- Any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within 90 days of the date of completion of installation will be repaired or replaced at KFS' option with a new or functionally operative part. Labor required to repair or replace such defective components or to make mechanical adjustments to the system will be free of charge for a period of ninety (90) days following the completion of the original installation. This warranty is extended only to the original consumer purchaser of the system and may be enforced only by such person. To obtain service under this warranty, call or write our local KFS Service Department at the telephone number or address found in your local yellow pages.

Service pursuant to the warranty will be furnished only during KFS' normal working hours 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. Services rendered outside the normal working hours of KFS are not within the scope of this warranty and any services requested to be performed at such times shall be charged for at KFS' then applicable rates for labor and material.

This Warranty does not apply to the conditions listed below and in the event Customer calls KFS for service under the Warranty and upon inspection it is found that one these conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of the KFS representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the "Conditions not covered by Warranty," a charge will be made for such work at KFS' then applicable rates for labor and material.

CONDITIONS NOT COVERED BY WARRANTY: A. Damage resulting from accidents, acts of God, alterations, misuse, tampering or abuse. B. Failure of the Customer to properly follow close or secure a door, window, or other point protected by a burglar alarm device. C. Failure of Customer to properly follow operating instructions provided by KFS at time of installation or at a later date. D. Trouble in leased telephone lines. E. Trouble due to interruption of commercial power. F. Battery replacements, security screens, exterior mounted devices. G. The expense of ordinary maintenance and repair of said system due to normal wear and tear. H. The expense of extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer or made necessary by changes in the Customer's premises, damage to the premises or alarm system, or to any cause beyond the control of KFS.

~~THE ABOVE LIMITED WARRANTY AND BELOW EXTENDED LIMITED WARRANTY ARE IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL COMBINE IN DURATION WITH THE ONE (1) YEAR LIMITED WARRANTY. THE EXCLUSIVE REMEDY TO THE CUSTOMER HEREUNDER SHALL BE REPAIR OR REPLACEMENT AS STATED ABOVE. UNDER NO CIRCUMSTANCES SHALL KFS BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY BY KFS, THE NEGLIGENCE OF KFS OR OTHERWISE. KFS' LIABILITY WILL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE SYSTEM. SOME STATES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE ABOVE LIMITATIONS AND EXCLUSION MAY NOT APPLY TO YOU.~~

No agent, employee or representative of KFS or any other person is authorized to modify this Warranty in any respect. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

2. INSTALLATION - KFS agrees to install the equipment listed on the reverse side of this Agreement in a workmanlike manner in accordance with the following conditions: A. Customer will make premises available without interruption during KFS normal working hours, 8:00 A.M. to 4:45 P.M., exclusive of Saturdays, Sundays, and holidays. B. Customer understands that the installation will necessitate drilling into various parts of the premises. KFS intends, generally, to conceal wiring in the finished areas of the premises, however, there may be areas in which due to construction, decoration, or furnishing of the premises, KFS determines, in its sole discretion, that it would be impractical to conceal the wiring and in such cases, wire will be exposed. C. Customer agrees to provide 110 AC electrical outlets at designated locations for equipment requiring AC power. D. Customer agrees to provide for lifting and replacing carpeting, if required, for installation of floor mats or wiring. Customer warrants that Customer owns the premises in which the equipment is being installed and that the Customer has the authority to engage KFS to carry out the installation in the premises.

The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense. Customer will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the system.

~~Customer has the affirmative duty to inform KFS, prior to beginning of installation, of every location at the premises where KFS' employees or agents should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. If asbestos or other health hazardous material is encountered during installation, KFS will cease work until Customer, at its sole expense, obtains clearance from a licensed asbestos removal or hazardous material contractor and that continuation of work will not pose any danger to KFS personnel.~~

If Customer or any governmental agency or insurance interest wants KFS to change the system described herein, or change it after it is installed, Customer agrees to pay KFS' standard parts and labor charges for such changes. CUSTOMER AGREES THAT CUSTOMER HAS CHOSEN THIS SYSTEM AND UNDERSTANDS THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.

3. EXTENDED LIMITED WARRANTY- If the reverse side of this agreement indicates that extended limited warranty is being furnished, KFS will extend the limited warranty set forth in paragraph 1 above for the period of 9 months from the date of expiration of the Limited Warranty and this Extended Limited Warranty will be automatically renewed yearly thereafter for an annual term at the then applicable annual charge, subject to termination as provided on the reverse side of the Agreement. Excluded from Extended Limited Warranty are conditions not covered by the Limited Warranty listed above in paragraph 1. To obtain service under this Extended Limited Warranty call or write our local KFS Service Department at the telephone number or address found in your local yellow pages. It is mutually agreed that the work of installation and repairs of the system under the Extended Limited Warranty shall be performed between the hours of 8:00 A.M. and 4:45 P.M. exclusive of Saturdays, Sundays, and holidays.

It is understood and agreed that KFS' obligation relates solely to the specified detection system, and that KFS is in no way obligated to maintain, repair, service, replace, operate, or assure the operation of any devices of the Customer or of others not installed by KFS. If not contracted prior to the expiration of the Limited Warranty, KFS may subsequently enter into an Extended Limited Warranty with Customer at KFS' then prevailing prices and subject to the terms and conditions of this Agreement.

4. SIGNAL RECEIVING AND NOTIFICATION SERVICE shall be provided by KFS if the reverse side of this Agreement includes a charge for Central Station Monitoring Services. KFS will connect the system to an independently owned and operated monitoring facility (herein referred to as the CS). Under such service, in the event a burglary or hold-up signal, or fire signal registers at the Central Station, the CS shall endeavor to notify promptly the appropriate police or fire department and the designated representative of the customer. To avoid false alarms, the CS may elect to call your premises first to determine if an actual emergency exists before calling any authorities or Customer's representatives. If the CS has reason to believe that no actual emergency exists, the CS may choose not to place such notification calls. The CS may discontinue any part of this service if required to do so by governmental or insurance authorities. Customer consents to the tape recording of all telephonic communications between the CS office and your premises.

In the event a supervisory signal or trouble signal registers at the Central Station, the CS shall endeavor to notify promptly the designated representative of the customer.

COMMUNICATION FACILITIES - A. AUTHORIZATION-Customer authorizes KFS to make requests for information service, orders or equipment in any respect on behalf of Customer to a telephone company (the "Telephone Company") or other entity providing facilities or services for transmission of signals under this Agreement. B. DIGITAL COMMUNICATOR - The Customer understands that if a digital communicator is installed under this Agreement, it uses standard telephone lines as the transmission mode of sending signals and eliminates the need for dedicated telephone facilities and the large cost increases frequently imposed on such facilities. Customer also understands that the CS does not receive signals when the transmission mode is or becomes non-operational and that signals from the digital communicator cannot be received if the transmission mode is cut, interfered with or otherwise damaged. KFS recommends the use of an RJ31X telephone jack or equivalent jack to give the system priority over other telephones on the premises; however, other calls (including calls to the 911 emergency operator) cannot be made when the system is activated, and therefore Customer may wish to have the system connected to a separate telephone service. C. DERIVED LOCAL CHANNEL - The facilities and services provided by the Telephone Company, in connection with the services to be provided to the Customer hereunder, include what is generally described as Derived Local Channel service. Those facilities and services relate to the provision of lines, signal paths, scanning and transmission. The Customer agrees that the liability of the Telephone Company is limited in accordance with, and the Telephone Company may invoke, the provisions of Paragraph 6 Limit of Liability of the General Terms and Conditions of this Agreement.

5. CANCELLATION - This Agreement may be terminated at the option of KFS at any time in the event that the Central Station is destroyed or so substantially damaged by fire or other catastrophe that it is impractical to continue service, or in the event that the CS is unable either to secure or retain the connections or privileges necessary for the transmission of signals by means of conductors between the Customer's premises and the Central Station or between the Central Station and the Municipal Fire or Police Department and KFS shall not be liable for any damages or subject to any penalty as a result of such termination. It is understood and agreed that this Agreement may be terminated by KFS in the event that the Customer fails to follow the operating instructions provided at the time this system was installed which results in an undue number of false alarms or if the premises in

which the system is installed are so modified or altered after installation as to render continuation of service impractical, or in the event of default in payment of any monies due under this Agreement. In the event of such termination, KFS will refund to the Customer any advance payments made for service to be supplied subsequent to the date of such termination less any amount still due for the sale of equipment.

CUSTOMER DUTIES - Customer will instruct all other persons who may use the system on its proper use. Customer will test the system's protective devices and send test signals to the Central Station in accordance with KFS' instructions at least monthly. If the system includes space protection (i.e. ultrasonic, microwave, infrared, photo beams, under carpet mats or other such detectors) Customer will turn off, control or remove all things such as air conditioning systems, heaters, and pets that might interfere with such devices when they are turned on. Customer will complete and give KFS an emergency information form which will include the name, telephone number and relationship of each person the CS may call in the event they believe there is an emergency at Customer's premises, and other information KFS and/or the CS may require. Customer will notify KFS in writing of any changes in the persons or telephone numbers on the emergency call list. Customer agrees that KFS and/or the CS may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the system. IF THE SYSTEM INCLUDES ANY WIRELESS DEVICES, Customer will replace the batteries as indicated by the system, and at least as frequently as specified by manufacturer instructions.

~~6. IT IS UNDERSTOOD THAT KFS IS NOT AN INSURER, THAT IT SHALL SPECIFICALLY BE THE OBLIGATION OF CUSTOMER TO PURCHASE ANY INSURANCE WHICH CUSTOMER DESIRES TO PROTECT ITSELF FROM LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM, WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT.~~

~~THE AMOUNTS PAYABLE TO KFS HEREIN UNDER ARE BASED UPON THE VALUE OF THE SERVICES AND THE SCOPE OF LIABILITY AS HEREIN SET FORTH AND ARE UNRELATED TO THE VALUE OF THE CUSTOMER'S PROPERTY OR PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES. KFS MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICES SUPPLIED, WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES IS DESIGNED TO DETECT. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM FAILURE ON THE PART OF KFS TO PERFORM ANY OF ITS OBLIGATIONS HEREUNDER. THE CUSTOMER DOES NOT DESIRE THIS CONTRACT TO PROVIDE FOR FULL LIABILITY OF KFS AND AGREES THAT KFS SHALL BE EXEMPT FROM LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE SERVICE OR SYSTEM IS DESIGNED TO DETECT OR AVERT. THAT IF KFS SHOULD BE FOUND LIABLE FROM LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO THE AGREEMENT VALUE OVER THE INITIAL TERM, AS THE AGREED UPON DAMAGES AND NOT AS A PENALTY, AS THE EXCLUSIVE REMEDY, AND THAT THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE OR INJURY, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS CONTRACT OR FROM NEGLIGENCE ACTIVE OR OTHERWISE, OF KFS, ITS AGENTS OR EMPLOYEES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST KFS MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION THEREFORE. IF THE CUSTOMER DESIRES KFS TO ASSUME A GREATER LIABILITY, KFS SHALL AMEND THIS AGREEMENT BY ATTACHING A RIDER SETTING FORTH THE AMOUNT OF ADDITIONAL LIABILITY AND THE ADDITIONAL AMOUNT PAYABLE BY THE CUSTOMER FOR THE ASSUMPTION BY KFS OF SUCH GREATER LIABILITY PROVIDED, HOWEVER, THAT SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD KFS AS AN INSURER. IN THE EVENT ANY PERSON NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST KFS FOR FAILURE OF ITS EQUIPMENT OR SERVICE IN ANY RESPECT, CUSTOMER AGREES TO INDEMNIFY AND HOLD KFS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.~~

~~IN THE EVENT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT FOR PROPERTY DAMAGE AGAINST KFS FOR FAILURE OF ITS EQUIPMENT OR SERVICES HEREUNDER, IN ANY RESPECT, CUSTOMER SHALL INDEMNIFY AND HOLD KFS HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES, EXCEPT TO THE EXTENT THE DAMAGE TO A THIRD PARTY'S PROPERTY RESULTED DIRECTLY BY AN EMPLOYEE OF KFS WH ON CUSTOMER'S PREMISES. THE PARTIES AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES OF TI AGREEMENT OTHER THAN AS SPECIFIED HEREIN.~~

~~IT IS FURTHER AGREED THAT THE LIMITATIONS ON LIABILITY AND THE OBLIGATIONS OF THE CUSTOMER EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY, AFFILIATED KFS COMPANIES AS WELL AS TO SECURITY MONITORING SERVICES, INC., AND TO ANY OTHER COMPANY WITH WHICH KFS MAY CONTRACT TO PROVIDE ANY OF THE SERVICES SET FORTH HEREIN.~~

7. KFS ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE EQUIPMENT, OR FOR INTERRUPTIONS OF SERVICE DUE TO STRIKES, RIOTS, FLOODS, FIRES, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF KFS AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

8. UNLESS A LONGER PERIOD IS REQUIRED, BY APPLICABLE LAW, ANY ACTION AGAINST KFS IN CONNECTION WITH THIS SYSTEM MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF THE ACTION HAS ACCRUED.

Exhibit A. Schedule of Monitored Premises

Attachment to Monitoring and Alarm Services Agreement Dated:5-18-2018
Wadsworth City Schools page 1 of 2

CS# (office use)	System and/or Site Description	Monitored Premise Address	Mon. \$/mo	Other SVC \$/mo	TOTAL \$/mo
K323645	High School Burg	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K323647	High School Burg	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K327000	High School Burg	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K327049	High School Burg	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K329285	High School Burg	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K327080	High School fire alarm	625 Broad St Wadsworth Ohio 44281	25.00		25.00
K327088	Lincoln Elementary Burg	280 N Lyman St Wadsworth Ohio 44281	25.00		25.00
K327083	Lincoln Elementary Fire	280 N Lyman St Wadsworth Ohio 44281	25.00		25.00
K329283	Valley View Elm Burg	625 Orchard St Wadsworth Ohio 44281	25.00		25.00
K329282	Valley View Elm Fire	625 Orchard St Wadsworth Ohio 44281	25.00		25.00
K329284	Overlook Elem Burg	650 Broad Street Wadsworth Ohio 44281	25.00		25.00
K327108	Overlook Elem Burg	650 Broad Street Wadsworth Ohio 44281	25.00		25.00
		Total Monthly Service Charges			\$300.00

Version	Description of Changes
Ver. 1	Initial Agreement

Changes to this Schedule of Systems will change the services rendered and the services charges due under agreement.

By: _____ Title: _____ Date: _____
Koorsen Fire & Security

By: _____ Title: _____ Date: _____
Customer Signature



Exhibit A. Schedule of Monitored Premises

Attachment to Monitoring and Alarm Services Agreement Dated:5-18-2018
Wadsworth City Schools page 2 of 2

CS# (office use)	System and/or Site Description	Monitored Premise Address	Mon. \$/mo	Other SVC \$/mo	TOTAL \$/mo
K327089	Franklin Elementary Burg	200 Takacs Dr Wadsworth Ohio 44281	25.00		25.00
K327084	Franklin Elementary Fire	200 Takacs Dr Wadsworth Ohio 44281	25.00		25.00
K329280	Isham Elem Fire	325 Sunset Blvd Wadsworth Ohio 44281	25.00		25.00
K329281	Isham Elem Burg	325 Sunset Blvd Wadsworth Ohio 44281	25.00		25.00
K327099	Middle School Fire	150 Silver Creek Road Wadsworth Ohio 44281	25.00		25.00
K327100	Middle School Burg	150 Silver Creek Road Wadsworth Ohio 44281	25.00		25.00
K327007	C.I.S. Burg	151 Main Street Wadsworth Ohio 44281	25.00		25.00
K327135	C.I.S. Fire	151 Main Street Wadsworth Ohio 44281	25.00		25.00
K329655	Parsons B		25.00		25.00
		Total Monthly Service Charges			\$225.00

Version	Description of Changes
Ver. 1	Initial Agreement

Changes to this Schedule of Systems will change the services rendered and the services charges due under agreement.

By: _____ Title: _____ Date: _____
Koorsen Fire & Security

By: _____ Title: _____ Date: _____
Customer Signature

6/14/2018

Customer Acct. #

Monitoring Acct. #

Subscriber Name

Wadsworth City Schools

Site Address (Premises)

City

Wadsworth

County

Medina

State

Ohio

Zip Code

44281

Fax#

Email

Major Cross Street Info

Police Dept. Name

Police Dept. Phone #

Fire Dept. Name

Fire Dept. Phone #

PD or FD Keys to Premises?

☐ Yes ☐ No

 Internal Siren ☐ Yes ☐ No External Siren ☐ Yes ☐ No Other Info

☐ Same as Site Address

Billing Address

City

State

Zip Code

Attn:

 Phone Service Type: ☐ Telco ☐ DSL ☐ Cell Only ☐ Internet/VOIP (Check all that apply) List Service Providers:

How did you first hear about Koorsen?

☐ Web

☐ Yellow Pages

☐ Radio

☐ Referral

☐ Other

Details:

Please list at least 3 different people. (Note: additional persons at premises needing security pass cards, list only name and pass code or password)

NAME	TYPE	PHONE	CARRIER	E-MAIL	PASS CODE	KEYS

Note: For type, enter H for Home, WO for Work/Office, C for Cellular, P for Pager or VM for Voice Mail. For Carrier please enter customers cell phone provider, i.e. AT&T, Verizon, Sprint, etc.. When choosing the contacts for your emergency list, please note: 1) they should have keys or access to your home or business, 2) they should have a pass code or password, and 3) they should know how to operate your system. Koorsen will send an email and/or text for all trouble signals that are received, phone notification is available for an additional fee.

Important: When a customer fails to operate the system properly and transmits a false alarm, the customer must be prepared to furnish the monitoring operator with the correct pass code or password to prevent the dispatch of the police/fire departments. An incorrect pass code or password will be handled as an alarm condition by our operator and the dispatch will be made.

When changes in your emergency contact list are required, please direct all correspondence to your local Koorsen Fire & Security Office (call 1-888-KOORSEN for address, fax number, or email address).

X

Customer Signature

Date

I confirm that the above information is correct. I understand that it is my responsibility to notify Koorsen of any changes in this information. I understand that it is my responsibility to obtain and keep in effect all permits or licenses required for the operation of this system. (Note: Certain jurisdictions may not require permits or may require Koorsen Fire & Security to obtain this permit.)

Charge my Credit or Debit Card and/or Bank Account for the amounts specified on the attached agreement as indicated below.

CREDIT & DEBIT CARD AUTHORIZATION - Email required (enter above)

Name on Card: First Name:

Last Name:

Card Number

Exp. Date

C.C. Billing Zip Code

☐ Recurring Svc. Charges (Start Date: ____/____/____) ☐ Payment at Contract Signing ☐ Balance Due at Installation ☐ Other \$ ____

AUTOMATIC DEBIT AUTHORIZATION

Name on Account: First Name:

Last Name:

I (We) hereby authorize Koorsen Fire & Security, Inc. to debit the amounts specified on the attached agreement and indicated below from the account identified on the attached voided check or deposit slip at the following Depository Financial Institution and authorize the Depository Financial Institution to accept these debits. Adjusting entries to correct errors are also authorized. It is agreed that these deposits and adjustments may be made electronically and under the Rules of National Automatic Clearing House Association. This authorization will remain in effect until written notice of termination is given to Koorsen Fire & Security, Inc. and at such time my payment will revert to an annual billing cycle. I acknowledge receipt of a filled out copy of this authorization.

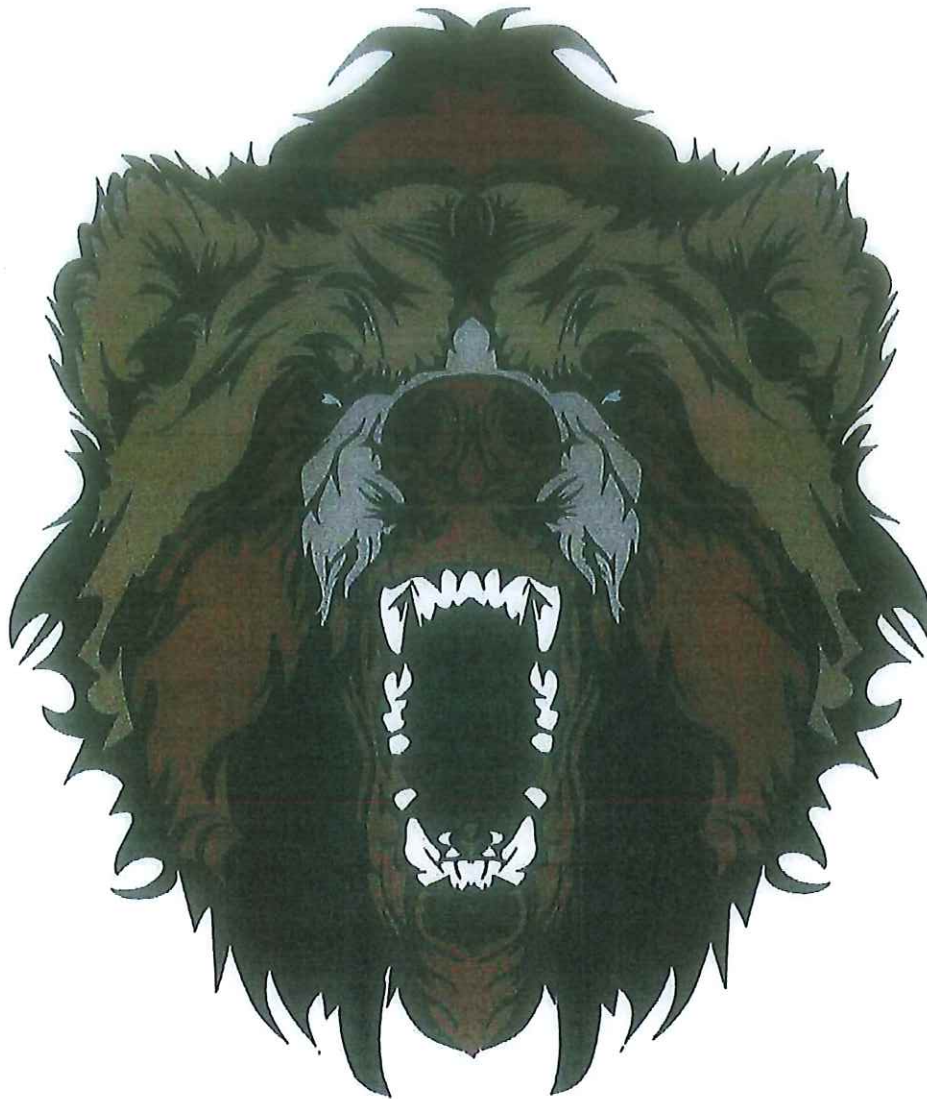
Depository Financial Institution:

**MUST ATTACH VOIDED CHECK TO
THIS AUTHORIZATION**
☐ Recurring Svc. Charges (Start Date: ____/____/____) ☐ Payment at Contract Signing ☐ Balance Due at Installation ☐ Other \$ ____

Signature of Authorizing Party:

CORPORATE COPY

Wadsworth City Schools



Director of Facilities Scott Larch

KOORSEN ADVANTAGE PLAN

Date: February 12, 2018

Submitted To:	From:
Customer: Wadsworth City Schools Master Sheet	Koorsen Fire & Security
Address: 360 College St	875 Seville Rd
City, St, Zip: Wadsworth Ohio 44281	Wadsworth, Ohio 44281
Contact: Scott Larch	Andy Chrzanowski
Ph: 330-242-0499	Email: Andy.Chrzanowski@koorsen.com
	Phone: 330-802-0021

The period covered by this Agreement will be 3 year(s) and will begin on the Date of the First Inspection.

Service Location (If Different From Above)

Billing: Annually

Koorsen Fire & Security is committed to providing you the best service and solutions to safeguard your facility and occupants from fire hazards and security concerns. Koorsen has been an industry leader since 1946 and will continue its strong tradition as one of the top fire and life safety providers. We appreciate the opportunity to provide the professional fire protection products and services your company demands and trusts.

The following Services are included in this agreement as indicated by an "X" and as described on the attached pages.

SERVICE	LEVEL	ANNUAL FEE	ACCEPTED
☒ FIRE EXTINGUISHERS	Inspection	\$650.00	_____
☐ FIRE HOSES			_____
☐ EMERGENCY & EXIT LIGHTS			_____
☒ FIRE ALARM & DETECTION SYSTEMS	Test & Inspect	\$5,950.00	_____
☒ FIRE SPRINKLER SYSTEMS	Test & Inspect	\$2,400.00	_____
☒ BACKFLOW DEVICES	Test & Inspect	\$1,600.00	_____
☒ FIRE PUMPS	Test & Inspect	\$1,200.00	_____
☐ HEALTHCARE COMMUNICATION SYSTEMS			_____
☒ KITCHEN FIRE SUPPRESSION SYSTEMS	Gold	\$1,970.00	_____
☐ INDUSTRIAL DRY CHEMICAL SYSTEMS			_____
☐ FIRE SUPPRESSION SYSTEMS			_____
☐ FIRST AID SYSTEMS			_____
☐ ENVIRONMENTAL SERVICES			_____
☐ VIDEO SURVEILLANCE SYSTEMS			_____
☒ ACCESS CONTROL SYSTEMS	Inspection	\$2,180.00	_____
☐ SECURITY SYSTEMS			_____

Fee: (Total annual fee for all services checked above) : **\$15,950.00**

Note: Sales Tax, if applicable, is NOT included in the price above.

Billing: An invoice for the total annual fee will be sent upon signed acceptance of this agreement or billed as indicated above.

The following are additional systems that Koorsen Fire & Security offers complete design, engineering, and installation services:

Fire Alarm

Fire Suppression

Inergen
NOVEC 1230
FM-200
CO2 - Low & High Pressure
Dry Chemical

Security

Commercial & Residential
CCTV
Card Access
Monitoring

Communications

Emergency Communications Systems
Mass Notifications
Nurse Call
Pro Audio Sound
School Communications
Structured Cabling

Koorsen

Fire & Security

Term, Renewal, Expiration, Initial Deficiencies, Returned Merchandise & Conditions

Prices per this quotation are in effect for 30 days from the date of this quote. Koorsen may terminate this Agreement at any time upon thirty (30) days written notice.

Customer agrees that at the time of any renewal of this Agreement, Koorsen may increase the annual fee for the renewal thereof. Customer agrees to pay the full amount of such increase, which does not exceed a 5% increase over the previous annual fee. In the event Koorsen increases the annual fee by an amount greater than 5%, Customer may terminate the Agreement upon written notice to Koorsen with in fifteen (15) days of notification of such increase. No Returned merchandise accepted for credit unless authorized. All claims must be made within 5 days of invoice.

Any deficiencies or failed components or extinguishers requiring maintenance or replacement. Discovered during the initial inspection are not covered by this agreement and will be an extra charge to correct. Once corrected, these items will be covered per the agreement.

General

This agreement is the only agreement between Koorsen Fire & Security and the undersigned customer and supersedes all previous agreements with respect to its subject matter. This agreement may not be modified except in writing and signed by both parties.

Service Availability, Accessibility, and Covered Equipment

Routine inspections if required will be performed between 7:30 a.m. and 5:00 p.m. Monday through Friday. In the event the customer requests service at other times or Saturdays, Sundays, or Holidays, the customer agrees to pay additional charges, unless covered under agreement.

If access to locked or restricted areas is required to provide the services covered by this agreement, customer agrees to provide KFS a key or escort. Customer acknowledges that failure to provide these may cause KFS additional time and expense to perform the services. KFS reserves the right to add additional fees to the agreement in this case. If this agreement includes managed Access Control Services, the customer must provide a connection to the internet for the system.

If Koorsen is required to provide a lift to perform this agreement, there will be an additional charge, unless covered by this agreement.

This agreement is based upon the device counts listed. KFS reserves the right to add additional fees if the actual device counts are in excess of the contracted amount.

For repair of any sprinkler system, it is customer's responsibility to show KFS all drain valves, including those hidden above the ceiling or in a wall. KFS will not be responsible for water damage caused from any undisclosed drain valve, whether or not it was known to customer. Customer is responsible for draining all low points following a Koorsen inspection for all dry sprinkler systems.

Performance Guidance

If KFS does not perform services to the satisfaction of the customer, the customer may elect to terminate the agreement at any time. To terminate the agreement, the customer must give KFS 30 day's written notice and an opportunity to correct any deficiencies. If after 30 days, the customer and KFS agree that the problems cannot be resolved, the agreement is terminated without penalty to either party.

Koorsen Fire & Security

Title

T.A.M

Date

6-26-18

Customers' Acceptance

Title

Date

Signature

ADDENDUM

Submitted To:

Wadsworth City Schools Master Sheet

360 College St

Wadsworth Ohio 44281

Scott Larch

Submitted By:

Koorsen Fire & Security:

875 Seville Rd

Wadsworth, Ohio 44281

Andy Chrzanowski

ADDITIONAL INFORMATION / CLARIFICATIONS

Annual inspection of fire extinguishers (307)
Annual inspectoin of wet sprinklers (20)
Annual inspection of backflows (30)
Semi Annual inspection of kitchen hood systems (19)
Annual inspection of fire alarm (11)
Annual inspection of fire pump (5)
Annual inspection of fire doors, dampers and Curtains (all)

Total \$15,950.00

This price does not include any repair or city fees.

Wadsworth City Schools will get perferred pricing at \$95.00 Monday-Friday 7:30am - 5:00pm
Emergency rate Same day service nights and weekends \$142.50
No Service or fuel charges.

These prices are at or below state term pricing.

We will use state term pricing or better for all work performed.

This price is locked in for 3 years if for any reason Wadsworth City Schools is not happy with Koorsen we will
Terminate the contract with no penalties.

Book	Policy Manual
Section	5000 Students
Title	Copy of RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS
Number	po5512.01
Status	
Adopted	May 8, 2017

5512.01 - **RANDOM ALCOHOL, DRUG AND NICOTINE TESTING OF WADSWORTH CITY SCHOOL DISTRICT STUDENTS**

Overview

The procedure for initial and random alcohol, drug and nicotine testing of participating students is accomplished in conjunction with an independent testing Vendor selected by the Board of Education. The Vendor will be provided, by the Designated Official, a full list of eligible students and, in turn, the Vendor will randomly select students for testing at regular intervals. The Vendor will send qualified collectors to the school who will oversee the collection of all specimens as outlined in 6(b). The Vendor will provide Medical Review Officer (MRO) services for interpretation and verification of results. Results will be reported to the Designated Official by the MRO. Specimens are collected as split specimens which requires the Vendor to separate the specimen in two separate containers. One (1) specimen will be tested and the other will be held for a second test, if required.

A. A STATEMENT OF NEED AND PURPOSE

Recognizing that the use of alcohol, drugs and nicotine by students involved in activities is a national problem, and with the support from the U.S. Supreme Court, the Wadsworth City School district implements this program of deterrence and identification, as a proactive approach to a truly safe and alcohol, drug and nicotine free school. Likewise, through participation in activities, students using harmful substances pose a threat to their own health and safety, as well as to that of other students. The purpose of this program is fourfold:

1. to provide for the health and safety of all students;
2. to undermine the effects of peer pressure by providing a legitimate reason for students to refuse to use alcohol, drug and/or nicotine;
3. to encourage students who use alcohol, drug and/or nicotine to participate in treatment programs; and
4. To prevent the impact alcohol, drugs and nicotine use have on the learning centers of the brain, allowing each student to achieve his/her full academic potential while he/she is involved in activities within the Wadsworth City School District.

This program is designed to create a safe, alcohol, drug and nicotine free, environment for students and assist them in getting help when needed. The program does not affect the current policies, practices, or rights of the District regarding student alcohol, drug and/or nicotine possession or use, where reasonable suspicion is established by means other than testing through this policy.

Any student in grades seven (7) through twelve (12) and his/her parent/guardian/custodian(s) must first sign a testing registration/consent form in order to be eligible to participate in any one (1) or combination of the following:

1. Purchasing a parking pass, which allows a student to drive to/from school;
2. Athletics; and/or
3. Extra-curricular activities (that are not tied to an academic grade) other than athletics.

B. SUPPORTING DATA

Random testing of a public school interscholastic athlete is legal as determined by the United States Supreme Court in the case of Vernonia School District 47J (Oregon) v Wayne and Judy Acton, and Pottawatomie v. Earls.

C. DEFINITIONS

Adulterant/Adulteration - Any attempt to alter the outcome of the test by adding a substance to the sample, attempting to switch the sample, or otherwise interfere with the detection of illicit or banned substances in the urine, or purposefully over hydrating oneself in an attempt to dilute the urine to decrease possible detection of illicit or banned substances.

Banned Substance - A substance defined by school policy as being banned from use by students.

Chain-of-Custody Form - A preprinted form provided by the testing laboratory that records all contact with the provided specimen. The form is initialed by the collector and donor then stays with the specimen until the results are certified by the testing scientist and forwarded to the MRO for final certification.

Designated Official(s) - The individual hired and/or identified by the district to oversee programs of the school or district. There may be one (1) Designated Official in each school building that participates in testing of students.

Illicit Substance - A drug classified by the Drug Enforcement Administration (DEA) as being available only by prescription from a physician or classified as being controlled and having no therapeutic use.

Medical Review Officer (MRO) - A licensed physician trained and certified in the process and interpretation of drug testing results.

Quantitative Levels - The measurement levels of specific chemicals in the urine reported usually in nanograms per milliliter (ng/ml).

SAMHSA - The Substance Abuse and Mental Health Services Administration, a governmental agency that certifies toxicology laboratories that perform alcohol, drug and nicotine testing following strict guidelines and constant quality assurance programs.

Student Participant - A qualified student participating on a sanctioned activity as defined by OSHAA/or in a qualifying activity recognized by the Board of Education.

Testing Year - The testing year begins August 1 and continues for 365 days thereafter.

Vendor - The medical office or company selected by the Board of Education to carry out the procedure identified in this policy.

D. PROCEDURES FOR STUDENT PARTICIPANTS

1. Informed Consent for Testing

At the beginning of each season/year, student participants and their respective parent/guardian/custodian will complete and sign the testing registration/consent form. No student may participate until this form is properly executed and on file with the Designated Official.

2. Alcohol, Drug and Nicotine Testing Frequency

All eligible student participants will be tested at a minimum of one (1) time during current school year regardless of when they join the activity. This testing will be completed on a specified date and time.

Subsequent testing will be done on a random basis throughout the school year. All students wishing to participate may be subject to testing for illicit or banned substances as specified in Paragraph 6(c) below. Eligible students will be randomly tested, on up to a bi- weekly basis, anytime during the testing year. This program continues until the student graduates. Any student that has completed his/her activity, and does not intend on participating in any other activity for the remainder of his/her time at Wadsworth High School, may be removed from the program with a signed parent/guardian/custodian letter to the Designated Official. If no letter is submitted, and the parent/guardian/custodian submits the testing registration/consent form yearly, then the student will remain in the program for the remainder of his/her school year. If the student decides to rejoin an activity after submitting the letter of removal then he/she will be treated as an initial entrant into the Wadsworth City School Drug Testing policy/procedures. Any student who refuses to submit to testing or does not submit a completed testing registration/consent form will not be allowed to purchase a parking pass or participate in athletics or non-academic

extracurricular activities in the Wadsworth City School District.

3. Sample Collection

Samples will be collected as outlined under Paragraph 4(d) below. Any eligible student selected randomly for testing who is not in school on the day of testing will be tested at the next available testing time. Students not able to provide an adequate urine specimen at the testing time will be offered the opportunity to consent to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample. If the Student voluntarily consents to a saliva sample after it is determined by the Vendor and Designated Official that the student has adequately attempted to provide a urine sample, the saliva sample will be collected as outlined in Paragraph D(4). Otherwise the Student will be unable to participate until the proper specimen is provided. ~~unable to participate until the proper specimen is provided.~~

Arrangements may be made for special collections at a Vendor Collection site with prior approval of the Designated Official.

4. Procedures

Selected students will be escorted from class or practice to the collection site. The student will be required to have a picture identification or be identified by the Designated Official and complete necessary form(s). A specimen of urine, or in rare circumstances where consent is given, saliva, is collected following the process utilized by the vendor selected by the district. The details of this process will always be posted on the district website and will always be designed to require a level of privacy for each student (e.g. the collector of the specimen will always remain outside of the closed bathroom stall while the specimen is produced).

E. CONFIDENTIALITY OF RESULTS

All test results are considered confidential information and will be handled accordingly. Those persons having results reported to them as set forth by this policy must sign a Confidentiality Statement for the Random Testing Program.

F. VENDOR REQUIREMENTS

At a minimum, the Vendor must be able to provide the following services:

1. Random Selection of Student Participants

Once provided a list of eligible students, the Vendor must select the required number of students in a random and confidential manner. Up to bi-weekly, the Vendor will arrange with the Designated Official a day and time to do the collection of specimens. The schedule will not follow any recognizable pattern. The selected students names will be given to the Designated Official, who will arrange for these students to report to the collection area.

2. Collection of ~~Urine~~ Specimens

The Vendor will oversee the collection of specimens as outlined in paragraph 4 (d). Chain-of Custody forms will be provided by the Vendor that meet the criteria of this policy and that of the testing laboratory.

3. Testing of ~~Urine~~ Specimens

The Vendor will have all specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) following the guidelines of the Department of Health and Human Service (HHS).

The testing laboratory must be able to test for the following drug classes, substances or their metabolites in collected urine specimens. The Designated Official may request testing of substances, including, but not limited to, the following list:

Alcohol	Amphetamines	Anabolic Steroids
Barbiturates	Benzodiazepines	Cocaine Metabolites
LSD	Marijuana Metabolites	Methadone
MDMA (Ecstasy)	Nicotine	Opiates (painkillers, heroin)
Phencyclidine	Propoxyphene	K2 / Spice
Other synthetic drugs (Bath Salts)		Synthetic Cannabinoids

4. Medical Review Officer (MRO) Services

The Vendor will provide MRO services by a licensed physician who is certified by the Medical Review Office Certification Council (MROCC) or the American Association of Medical Review Officers as having proven by examination to have had the appropriate medical training to interpret and evaluate test results and thus qualified for certification as a Medical Review Officer. Additionally, the MRO must demonstrate a willingness to abide by this policy, as to the evaluation of positive tests and reporting findings to the Designated Official in a timely and confidential manner. Test results will be maintained by the Designated Official for a period of seven (7) years from the date of the test. These records will not be maintained as part of a student's record.

5. Reporting of Random ~~Urine~~ Test Results by Vendor

The MRO will certify all ~~urine~~ screens as negative or positive and report, by telephone, positive findings in a confidential manner to the parent/guardian/custodian first. The MRO will also notify the Designated Official, once the positive result is confirmed, by phone and in writing, that a test returned positive.

6. Statistical Reporting and Confidentiality of Test Results

The Vendor, testing laboratory, or MRO may not release any statistics on the rate of positive tests to any person, organization, news publication, or media without expressed written consent of the Wadsworth City School District Board of Education.

However, the Vendor will provide the Designated Official with an annual report showing the number of tests performed, rate of positive and negative tests, and what substances were found in the positive urine specimens. This report will not contain any student names, though the positive results would have been disclosed prior, as outlined in this policy.

G. PROCEDURES IN THE EVENT OF A POSITIVE RESULT

1. Whenever a student's test result indicates the presence of alcohol, drugs and/or nicotine or adulteration, as determined by the MRO, the following will occur (note: with a positive test result for nicotine, if a student is eighteen (18) years old or older the positive result will be excluded as a student can legally purchase and use nicotine at age eighteen (18). Outside of this policy, the Wadsworth City School District Code of Conduct and other policies apply if tobacco/nicotine products are found or used on campus or at a school-related activity, regardless of a student's age.):

- a. The parent/guardian/custodian is initially notified of the result by the MRO.
- b. The Designated Official is notified once the positive result is confirmed and will notify the parent/guardian/custodian and student of implementation of this policy and of any positive results.
- c. The student will be subjected to the appropriate action based on his/her circumstances.
- d. If the parent/guardian/custodian or student wishes to contest the results, the Vendor will arrange for the split portion of the specimen to be submitted to another laboratory, approved by the Board of Education, for testing. This is done at the expense of the parent/guardian/custodian or student. Such a request must be made to the Designated Official, in writing, within five (5) calendar days from first notification of positive test results. If the contested test is reported as negative by the second laboratory, the first result will be nullified and the cost will be incurred by the District.
- e. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

2. First Positive Result

A positive result from the MRO or ruling of adulteration will constitute a first positive. The student will have two (2) options:

Option A) The student will receive treatment based on his/her assessment from a certified alcohol, drug and/or nicotine treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian/custodian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will

be allowed to continue participating as long as the treatment plan is being followed and/or completed, as evidenced by submission of the required documentation to Designated Official.

Option B) For Athletics: The student refuses treatment and will be suspended from fifty percent (50%) of the season. The amount of suspension is based on the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen), suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

For either option, the student will also be required to submit up to three (3) follow up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from sports and activities.

3. Second Positive Result

A second positive result from the MRO or ruling of adulteration will result in a second offense. Students in the second offense will have one (1) of the following consequences based upon the choice from first consequence:

IF student was in Option A above then he/sh must continue or re- enter the treatment/intervention plan as designed by the assessment counselor and submit the required documentation to the Designated Official. . S/He also forfeits fifty percent (50%) of the athletic season contests (season or tournament) based upon the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a nine (9) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chose Option B above then the student will receive treatment based on his/her assessment from a certified drug/alcohol treatment program. While the ultimate decision rests with the parent/guardian/custodian, a list of potential providers will be provided by the District. The parent/guardian must provide the date the assessment will take place and the program selected within five (5) calendar days of notification of the positive result. The student will also forfeit seventy-five percent (75%) of the contests/events/activities (season or tournament), based upon the number of regular season scheduled events. If a violation occurs at or near the end of a sport season or activity, or if the student is not "in-season" at the time of the violation, then the penalty will be appropriately adjusted and/or applied to the next "in-season" sport or activity in which he/she is a regular participant. Students (except freshmen) suspended under this rule, may not avoid the consequences of a denial of participation by trying out for a new sport or activity (i.e., one in which he/she is not a regular participant). In such cases, the suspension applies to the next sport or activity in which the student is a regular participant.

For extracurricular activities/parking: The student will be suspended from the activity/parking for a eighteen (18) week period beginning with the date of violation. Athletic/Extracurricular Activity/Parking consequence will run concurrently.

IF the student chooses to not be in any intervention/treatment plan then he/she will no longer be allowed to purchase a parking pass or participate in athletics or extracurricular activities for the remainder of his/her WHS career.

The student will also be required to submit up to three (3) follow-up random drug tests at the expense of the parent/guardian/custodian. Failure to comply with this requirement will result in indefinite suspension from contests/event/activities.

4. Third Positive Result

A third positive result from a MRO or ruling of adulteration will result in the student being barred indefinitely from purchasing a parking pass or participating in athletics or extracurricular activities. The student will be able to earn eligibility back by having no positive test results for one (1) year from the date of the third offense. As part of the process to earn eligibility back, the student will be subjected to random test(s) each month at the expense of the

parent/guardian. If the student earns his/her eligibility back after one (1) year, and then has another positive test result, he/she will be barred indefinitely from purchasing a parking pass or participating in athletic or extracurricular activities and will be subject to the same one (1) year process, as described earlier in this paragraph, to regain eligibility.

5. Self-Referral

A student who refers himself/herself prior to receiving a positive result from the MRO will comply with the requirements in Paragraph 7 (b) Option A. Self-referrals may be used on a first offense only. Subsequent positives following a referral will continue to actions stated in Paragraph 7 (c) and 7 (d). For the purpose of this policy, a student may only self-refer one (1) time while a student in the Wadsworth City School District.

6. Middle School to High School Transition

When a student transitions from the middle school to the high school, he/she will start at the first offense level (7b above) if he/she has a positive test result, regardless of the level he/she was on upon conclusion of his/her middle school

years. But, consequences given to a student as a result of an offense in middle school, as described above, will carry into high school until they are completed. Once the consequences are completed, the student will start at the first offense level (7b above) if he/she has a positive test result.

H. NO ACADEMIC CONSEQUENCES

No student will be penalized academically for testing positive. The results of tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the Wadsworth City School District Board of Education will not solicit. In the event of service of any such subpoena or legal process, the student and the student's parent/legal guardian/custodian will be notified before a response is made by the Wadsworth City School District Board of Education, to the extent permitted by such subpoena or legal process.

Last Modified by Andrew Hill on June 5, 2018

Wadsworth City Schools

RFP Document Imaging
Equipment



Alternate Proposal

May 31, 2018

Presented by:
Mark Oswald
General Manager
216.328.9777 X3306
moswald mtbt.com

May 31, 2018

Wadsworth City Schools
C/O Phil Luthman
524 Broad Street
Wadsworth, OH 44281

Dear Mr. Luthman,

On behalf of the entire MT Business Technologies, Inc. family, we would like to thank you for the opportunity to offer an **alternate** proposal to Wadsworth City Schools. We believe this program, which includes a mixed fleet of current and new equipment, will provide the most comprehensive and economical solution for Wadsworth City Schools.

Please review our proposal and feel free to contact us if there are any questions or items that need clarification. We believe in a partnership with our customers. We look forward to continuing our partnership with Wadsworth City Schools.

Sincerely,

Mark Oswald
General Manager
MT Business Technologies, Inc.

Proposal prepared for Wadsworth City School District

Equipment Detail

(1) XEROX D95A Copier Printer – 100 PPM Production Device

Specifications:

- The Xerox D95A Copier/Printer (prints, copies and scans) delivers benchmark black and white prints at resolutions up to 2400 x 2400 dpi at a productive 100 ppm.
- Includes: Simple workflow with an easy-to-use touch screen, excellent features, and walk-up copy/scan capabilities; Bypass Tray that runs up to 250 sheets in sizes small to large.
- 250 sheet Single Pass Color Scan Document Feeder copies/scans at up to 200 images per minute (ipm).
- Staple Finish with 2/3 Hole Punch. Post Process Inserter.

(8) XEROX VERSALINK B7030T2 – 30 PPM B&W Multifunction Devices

(1) XEROX VERSALINK C7030T2 – 30 PPM Color Multifunction Device

Specifications:

- 4 x 520 Sheet Paper Trays (up to 11" X 17")
- 100-Sheet Bypass tray
- 7" Touch Screen User Interface
- Color Document Feeder 110-sheet Duplex, ARDF Document Handler
- Integrated Finisher
- Fax Options

(1) XEROX VERSALINK C605X - 55 PPM B&W & Color Multifunction Device

Specifications:

- 2 x 550 Sheet Paper Trays (up to 8 ½" X 14")
- Stand
- Integrated Finisher
- 150-Sheet Bypass tray (up to 8 ½" X 14")
- Fax Included
- 7" Touch Screen User Interface
- 100 Sheet Single Pass Color Document Feeder

(4) XEROX ALTALINK B8075H2 - 75 PPM B&W Multifunction Device

Specifications:

- 2 x 500 Sheet Paper Trays (up to 11" X 17")
- Tandem Tray 3,600 Sheet Total(up to 8.5" X 11")
- 3,000 Sheet External Tray (up to 8.5" X 11")
- 100-Sheet Bypass tray
- PostScript Software
- 10.1" Touch Screen User Interface
- 200-Sheet, Color Single Pass Document Feeder
- High Volume Finisher

Print up to 1200 dpi, Print, Copy, Scan, USB, Data Security Kit, Image Overwrite & Encryption, McAfee Enhanced Security, EIP, Networking Accounting, Ethernet, Near Field Communication.

(3) XEROX ALTALINK C8045H2 - 45 Page Per Minute Color Multifunction Device

Specifications:

- 2 X 520 Sheet Paper Trays (up to 11" X 17")
- Tandem Tray 2,000 Sheet Total(up to 8.5" X 11")
- 100-Sheet Bypass tray
- PostScript Software
- 10.1" Touch Screen User Interface
- 130-Sheet, Color Single Pass Document Feeder
- Business Ready Finisher
- **Fax Option for BOE Office**

Print up to 1200 dpi, Print, Copy, Scan, USB, Data Security Kit, Image Overwrite & Encryption, McAfee Enhanced Security, EIP, Networking Accounting, Ethernet, Near Field Communication.

(1) Ricoh Aficio MP 3054 – Replaced with Xerox VersaLink B7030 (See Previous Page)

All Licensing for PaperCut Software is included in this proposal.



Desktop Printers

(5) Hewlett Packard HP M402 Black and White Desk Top Printer

(1) Hewlett Packard HP M506n Black and White Desk Top Printer

(1) Hewlett Packard HP M506dn Black and White Desk Top Printer

Installation & Training

Installation Charges (Includes Installed Accessories)
System Training

Included
Included

Service Rates – MFP's

Cost Per Page	Payment
Mono MFP Prints	\$0.0034
Color MFP Prints	\$0.035

Service Rates – Desktop Printers

Cost Per Page	Payment
Mono Prints	\$0.012
Color Prints	\$0.14

Financing Terms

Option	Payment
60 Month \$1 Buy Out Lease	\$2,298.95

Wadsworth City School District

Current

	Actual Use	Inclusion	Base	Base Per Page	Overage	Overage Charge	Avg Monthly Service Cost
Mono MFP	850,266	1,000,000	\$3,400.00	\$0.0034	\$0.0029	\$0.00	
Color MFP	12,754	8,333	\$308.32	\$0.0370	\$0.0370	\$163.58	
Mono Print AMV	34,150	41,667	\$412.50	\$0.0099	\$0.0089	\$0.00	
Color Print AMV	1,178	1,667	\$149.94	\$0.0890	\$0.0890	\$0.00	
			\$4,270.76			\$163.58	\$4,434.34
884,416							

Proposed

	Actual Use	Inclusion	Base	Base Per Page	Overage	Overage Charge	Avg Monthly Service Cost
Mono MFP	874,291	875,000		\$0.0034	\$0.0034		\$2,975.00
Color MFP	13,833	12,500		\$0.0350	\$0.0350		\$484.16
							\$0.00
Mono Print AMV	9,894			\$0.0120			\$118.73
Color Print AMV	99			\$0.1400			\$13.86
			\$0.00				\$3,591.74

Current MFP's	34
Current Printers	59
Total	93

Service Savings \$842.59

MFP's Remaining	23
MFP's Adding	18
Total	41

Total New Service	\$3,591.74
Printer Lease	\$0.00
MFP Lease	\$2,298.95

Total New Cost of Op \$5,890.69

Printers Keeping	19
Printers Replacing	7
Total	26

Total Current Serv	\$4,434.34
Total Current Lease	\$3,284.48

\$7,718.82

Total New Fleet **67**

Total New Savings \$1,828.12

Wadsworth City School District

HS 1st Floor	Keep	Remove	Add
HS Office		MP5210 V7410	B7030 Env
TWR 14	None	C7501 V3973	B 8075
TWR 15			C8045
TWR 13			C8045
Guidance		MP5210 V7408	B605
Athletics	MP5210 V7409		

Keep Printers V3240, V3466, V3469, W4210

Remove Printers V3229, V3230, V3467, V3470, V3471 V3472, V3476

HS 2nd Floor	Keep	Remove	Add
Copy Ctr		Pro 907 V3975	D110
Copy Ctr	MP7052 V3977		
TWR23	MP7502 V3978		
TWR24		HP 6	B8075
TWR25	C7501 From BOE	C300 V3976	C7501
Media CTR	MP5210 From Valley View		MP5210

Keep Printers V3479, V3480, Z8889

Remove Printers V3233, V3235, V3236, V3237, V3238, V3239, V3478

BOE	Keep	Remove	Add
Four Cities	MP5200SR X4982		
Dept Instruct	MP501 Z4112		
Reception	MP5210 V7422		
SuperINTD	MP5210 Y7578		
Bus Admin		C7501 V7412	C8045
Treasurer		MP5210 V7421	B7030 Env

Keep Printers V3481, V3483

Remove Printers V 3210, V3212, V3484

Middle School	Keep	Remove	Add
1st Fl Workroom	Move 7502 to New		B8075
1st Floor Off	MP 5210 V7429		
1ST NEW	7502 from 1st Wrkrm		MP7502
2nd Fac Res		MP7502 V7427	B8075
2nd Media			RIMP3055

Keep Printers V3247, V3255, W4221, Z8886

Remove Printers V3249, V3250, V3251, V3252, V3253

Central	Keep	Remove	Add
1st FL WKRM	MP 7502 V7415		
2nd FL WKRM	MP 7502 V7419		
2nd Main		MP5210 V7417	B7030 Env
3rd FL WKRM	MP 7502 V7418		

Keep Printers V3221, V3223, V3224, V3226, V3227

Remove Printers V3213, V3214, V3218, V3219, V3220, V3225, V3281

Wadsworth City School District

Franklin	Keep	Remove	Add
1st Floor Main		MP5210 V7424	B7030 Env
2nd Floor	MP7502 V7416		

Keep Printers V3242

Remove Printers None

Lincoln	Keep	Remove	Add
1st Floor Main		MP5210 V7425	B7030 Env
2nd Floor	MP7502 V7423		

Keep Printers

Remove Printers V3243, V3245

ISHAM	Keep	Remove	Add
1st Floor Main		MP5210 V7413	B7030 Env
1st FL Prep	MP7502 V7401		
2nd FL Prep	MP7502 V3979		

Keep Printers V3282

Remove Printers V3281

Overlook	Keep	Remove	Add
1st Floor Main		MP5210 V7414	B7030 Env
1st FL Prep	MP7502 V7402		
2nd FL Prep	MP7502 V7405		

Keep Printers

Remove Printers V3280

Transportation	Keep	Remove	Add
Main	MPC300 V7428		

Keep Printers V3246, V7404

Remove Printers None

Valley View	Keep	Remove	Add
1st Floor Main		MP5210 V7411	B7030 Env
1st FL Prep	MP7502 V7407		
2nd FL Prep	MP7502 V7406		

Keep Printers V3254, V3475,

Remove Printers V3278, Z8887



APPLICATION NO.

2386692

AGREEMENT NO.

Supplier:



1150 National Parkway
Mansfield, OH 44906
(P) 419-529-6100
(F) 419.529.3903

EQUIPMENT FINANCE

Value Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

WADSWORTH CITY SCHOOL DISTRICT

CITY

STATE

ZIP

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

Together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A☐ See attached Billing Schedule

PAYMENT & TERM INFORMATION

60 ** Payments* of \$

**plus any transition period outlined in Section 1

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	none	B&W Pages per month	Overages billed	Monthly	at \$	per B&W page*
Payment includes	none	Color Pages per month	Overages billed	Monthly	at \$	per Color page*
Payment includes	None	B&W Prints per month	Overages billed	Monthly	at \$	N/A per B&W print*
Payment includes	None	Color Prints per month	Overages billed	Monthly	at \$	N/A per Color print*

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

WADSWORTH CITY SCHOOL DISTRICT

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf. You agree to pay us a fee of \$35.00 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$99.00 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. ~~All indemnities will survive the expiration or termination of this Agreement.~~ You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT:** YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. ~~In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.~~ Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** *Term expires after 60 payments*

9. **USA PATRIOT ACT NOTICE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.

13. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. ~~We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you.~~ You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. ~~At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.~~ *Same cost for 60 payments, the term of this agreement.*



EQUIPMENT FINANCE

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT #
2386692

Addendum to Agreement # 2386692, between Wadsworth City School District, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance"), as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment

to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest.”

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: “You accept responsibility for your own tortious acts and accept responsibility for any and all claims, loss, liability, demands, damages, or any other financial demands due to your own negligence or the negligence of your agents or employees while in the performance of their duties or assignments resulting in or growing out of injury or claim of injury to persons or property caused or claimed to be caused by the existence, condition, maintenance, use, operation or removal of the Equipment.”

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: “You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.”

Any provision in the Agreement stating that we shall not be responsible for consequential, indirect or incidental damages is hereby amended and restated as follows: “NEITHER PARTY WILL BE RESPONSIBLE TO PAY ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.”

Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby deleted in its entirety.

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state’s laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: “This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum.”

The parties wish to amend the above-referenced Agreement by removing the following language:

Paragraph 4: INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:

Sentence 9, as stated, has been removed in its entirety:

“All indemnities will survive the expiration or termination of this Agreement.”

Paragraph 13: MAINTENANCE AND SUPPLIES:

Sentence 4, as stated, has been removed in its entirety:

“We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you.”

The last sentence in the paragraph, as stated, has been removed in its entirety:

“At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge.”

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Wadsworth City School District

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT FINANCE

OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #
2386692

Re: Lease Agreement # 2386692
, between WADSWORTH CITY SCHOOL DISTRICT
, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association,
("U.S. Bank Equipment Finance"), as Lessor.

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Customer

Signature

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE

A537 Rev 12/16

Attachment D PROPOSAL REQUIREMENT

NOTE: Each proposer shall furnish this affidavit, properly executed and containing all required information, with his/her proposal. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

STATE OF OHIO: Cuyahoga COUNTY

NON-COLLUSION AFFIDAVIT

Being first duly sworn deposes and says:

Individual only:

That he/she is an individual doing business under the name of _____ at _____

in the City of _____, State of _____

Partnership only:

That he/she is the duly authorized representative of _____, in the City of _____, State of _____

Corporation only:

That he/she is the duly authorized, qualified and acting General Manager of MT Business Technologies corporation organized and existing under the laws of the State of Ohio, and that he/she said partnership or said corporations if filing herewith a proposal to the Wadsworth City School District in conformity with the foregoing Scope of Work:

Document Imaging Equipment

Individual only:

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract:

Affiant further says that he/she is represented by the following attorney(s): _____

_____ and is also represented by the following resident agents in the City of _____

Partnership only:

Affiant further says that the following is a complete list of names and addresses of the members of said partnership:

Affiant further says that he/she is represented by the following attorney(s);
and is also represented by the following resident _____

agents in the City of _____

Attachment D

STATEMENT OF PERSONAL PROPERTY TAX DELINQUENCY

The undersigned, after being first duly sworn upon oath, affirms or deposes as follows:

The pursuant to Ohio Revised Code Section 5719.042, the undersigned is not delinquent with the County of Medina in which the taxing district of the Wadsworth City School District has territory for personal property taxes, except the following:

(set forth all delinquent taxes and unpaid penalties and interest)

MT Business Technologies, Inc.

BIDDER

1239 West 6th Street; Cleveland, Ohio 44113

ADDRESS

34-1889320 Mark E. Oswald General Manager

FEDERAL IDENTIFICATION NUMBER AUTHORIZED SIGNATURE TITLE

Sworn to before me on this 30 day of May, 20 18 personally appeared before me the bidder Mark Oswald, MT Business Technologies who subscribed to the signature, under oath and in my presence.

(NOTARY PUBLIC)

Sandra L. Farley

My Notary Commission expires the

16 day of May, 20 22

Attachment E — Signature Page

WADSWORTH CITY SCHOOL DISTRICT
REQUEST FOR PROPOSAL — DOCUMENT IMAGING EQUIPMENT

Submitted by: (company name) MT Business Technologies

Represented by: (signed) Mark Oswald

Represented by: (typed) Mark Oswald

Title of Representative: General Manager

Corporate Address: 1239 West 6th Street
Cleveland, OH 44113

Telephone Number: 216-328-9777

Corporation is organized under the laws of (State) Ohio

President/CEO Chuck Rounds

COO John Luedy

CFO Mark Snyder

Are any corporate employees currently employed or related to someone employed by
Wadsworth City Schools District?

Yes

No

If yes, indicate names and relationships



INVOICE

Mail Remittance To

P.O. Box 5365
Mansfield, OH 44901-5365

Please call with any questions:
1-216-328-9777 or 1-877-328-9777
Fax: 1-216-328-9199

www.mtbt.com

INVOICE NO.
CNIN187413N

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Net 30

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SOLD TO: 4440834000

SHIP TO:

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
			6/22/2016	7/22/2016

BASE Period from 06/12/2016 through 07/11/2016

BW Period from 06/12/2015 through 06/11/2016

CLR Period from 06/12/2015 through 06/11/2016

MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION
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4614 LANIER LD625C COLOR COPIER LACLD625C V9816000557 MAIN OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	180,546	137,677	42,869	0	Batched	42,869		\$0.00
6074511	BASE								

V4614 LANIER LD625C COLOR COPIER LACLD625C V9816000557 MAIN OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	CLR	98,918	73,416	25,502	0	Batched	25,502		\$0.00
6074511	BASE								

V4359 LANIER MP2852SP COPIER LACMP2852SP W422L100770 OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	64,469	54,201	10,268	0	Batched	10,268		\$0.00

CONTINUED



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SHIP VIA: BESTWAY

SOLD TO: 4440834000

SHIP TO: 4440834004

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
[REDACTED]	[REDACTED]	[REDACTED]	6/22/2016	7/22/2016

MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION
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U'6581	LANIER LD370SP COPIER	LAC370SP	V7016000140	RECEPTION
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Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	724,629	583,095	141,534	0	Batched	141,534	[REDACTED]	\$0.00

V4322	LANIER LD390SP COPIER	LAC390SP	V7215800108	COPY ROOM
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Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	5,056,467	3,753,751	1,302,716	0	Batched	1,302,716	[REDACTED]	\$0.00

V8205	LANIER LD390SP COPIER	LAC390SP	V7215900050	COPY ROOM
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Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	4,843,851	3,711,224	1,132,627	0	Batched	1,132,627	[REDACTED]	\$0.00

V4515	LANIER LD370SP COPIER	LAC370SP	V7016000183	MAIN OFFICE
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Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	1,401,791	1,088,225	313,566	0	Batched	313,566	[REDACTED]	\$0.00

CONTINUED



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SHIP TO: 4440834004

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
			6/22/2016	7/22/2016
MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION

V4644 LANIER MP2852SP COPIER LACMP2852SP W422L100775 GUIDANCE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	162,330	118,430	43,900	0	Batched	43,900		\$0.00

X0481 LANIER MP2852SP COPIER LACMP2852SP W422L100743 LIBRARY COIN OP

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	72,236	46,240	25,996	0	Batched	25,996		\$0.00

V4319 LANIER LD390SP COPIER LAC390SP V7215900049 LIBRARY

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	6,029,403	4,738,587	1,290,816	0	Batched	1,290,816		\$0.00

V4659 LANIER LD370SP COPIER LAC370SP V7016000139 MAILROOM

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	2,725,769	1,999,160	726,609	0	Batched	726,609		\$0.00

CONTINUED



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SHIP TO: 4440834004

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
			6/22/2016	7/22/2016
MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION

V6657 LANIER MP2852SP COPIER LACMP2852SP W422L100751 OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	204,639	163,564	41,075	0	Batched	41,075		\$0.00

V4378 LANIER LD445CSPF COLOR COPIER LAC445CSPF L9076620557 WORKROOM

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	886,872	767,846	119,026	0	Batched	119,026		\$0.00
**6074511	CLR	167,412	55,217	112,195	0	Batched	112,195		\$0.00

V8203 LANIER LD390SP COPIER LAC390SP V7215800109 MAIN OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	3,114,569	2,347,444	767,125	0	Batched	767,125		\$0.00

V2625 LANIER LD370SP COPIER LAC370SP V7016000146 WORK ROOM

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	1,493,131	1,074,229	418,902	0	Batched	418,902		\$0.00

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SHIP TO: 4440834004

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
			6/22/2016	7/22/2016
MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION

V4128 LANIER LD390SP COPIER LAC390SP V721590041
THIRD HALL

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	3,082,940	2,232,200	850,740	0	Batched	850,740		\$0.00

V4679 LANIER LD625C COLOR COPIER LACLD625C V9816000556 MAIN OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	99,327	79,090	20,237	0	Batched	20,237		\$0.00

V4679 LANIER LD625C COLOR COPIER LACLD625C V9816000556 MAIN OFFICE

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	CLR	25,263	16,775	8,488	0	Batched	8,488		\$0.00

V8506 LANIER LD390SP COPIER LAC390SP V7215800102 WORKROOM

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	1,984,598	1,553,394	431,204	0	Batched	431,204		\$0.00

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MT Business Technologies, Inc.

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SHIP TO: 4440834004

SHIP VIA: BESTWAY

ORDER NO.	SALES ORDER NO.	CUSTOMER P.O. OR REF #	INVOICE DATE	DUE DATE
			6/22/2016	7/22/2016
MACHINE ID	DESCRIPTION	ITEM NUMBER	SERIAL	LOCATION

U'6733 LANIER L.D265SP DIGITAL COPIER LAC265SP L8176000236 WORKROOM

Contract	Meter	Current	Prior	Total	Svc Images	Images Incl	Net Images	Rate	Amount
*6074511	BW	2,746,486	2,219,082	527,404	0	Batched	527,404		\$0.00

Batch Totals

Batch	Net Images	Images Incl	Net Billable	Rate	Amount
* BW Batch	8,206,614	7,200,000	1,006,614		
** CLR Batch	33,990	18,000	15,990		
*** CLR Batch	112,195	0	112,195		

SUBTOTAL
FREIGHT
SALES TAX

0.00
0.00

Please Pay This Amount

Thank You For Your Business



PALITTO CONSULTING SERVICES

150 Main Street, Wadsworth, OH 44281

P: 330.335.7271 • F: 330.335.7275

www.palittoconsulting.com

QUOTE

Number AAAQ11154

Date May 24, 2018

Sold To

Wadsworth City Schools

Phil Luthman
625 Broad Street
Wadsworth, OH 44281

Ship To

Wadsworth City Schools

Phil Luthman
625 Broad Street
Wadsworth, OH 44281

Your Sales Rep

David Virkler

Phone 330-335-1406

Fax

Phone 330-335-1406

Fax

Qty	Description	Unit Price	Ext. Price
10	1.2TB 10K RPM SAS 2.5in Hot-plug Hard Drive	\$1,042.95	\$10,429.50
5	Estimated Labor to Install Drives, Create RAID sets and create VMWare datastores	\$135.00	\$675.00

Due to the rapidly changing nature of the computer and IT industry, quotes are guaranteed for 15 days.

See Standard Terms and Conditions for Payment Terms

Signature of Acceptance

Print Name: _____ Date: _____

Signature: _____

Signatory has authority to execute the contract and hereby acknowledges and agrees that the terms and conditions contained within this Quote and Standard Terms and Conditions provided herewith, shall apply to all Customer-executed PO's. The parties agree that facsimile signatures shall be as effective as originals.

SubTotal	\$11,104.50
Tax	\$0.00
Shipping	\$0.00
Total	\$11,104.50



150 Main Street
Wadsworth, OH 44281
Phone: 330.335.7271 Fax: 330.335.7275
www.palittoconsulting.com

Standard Terms and Conditions

Thank you for considering Palitto Consulting Services (PCS) for your Information Technology needs. The following are the specific terms of this proposal, with the responsibilities of each party noted. Any of the following terms or conditions that are addressed on the face of this proposal will be superseded by the details as specified on the face of the proposal.

Payment Terms

- 1) Hardware and Software: 100% of quote paid upon signing of the proposal, or 50% of quote paid upon signing of the proposal plus a credit card number that will be charged for the balance upon delivery of goods.
 - a) Hardware and software can usually be implemented within 10-14 working days after receipt of payment and signed proposal. PCS is not responsible for vendor delivery delays and out of stock items.
 - b) All returned items are subject to up to a 25% restocking fee plus "as used" service time cost.
 - c) This section does not include custom software development.
- 2) Fixed Price Projects: 50% of quote paid upon signing the proposal, remaining amount billed upon completion of installation, payable under PCS's standard terms of Net 20 days. A fixed price project is any project that does not have an hours estimate included in the quote.
- 3) Quoted Labor Amounts: 50% of quote paid upon signing the proposal, remaining amount billed on a weekly basis as cost is incurred, payable under PCS's standard terms of Net 20 days. An estimate with a quoted labor amount is when there is a line item that includes an estimate of hours. Service time is estimated based upon our experience and may exceed or be less than quoted.

Rescheduling Fee

PCS reserves the right to charge a rescheduling fee for scheduled implementations that are postponed by the customer on short notice. If the rescheduling occurs within 7 days of the scheduled time, the fee is \$1,000. If the rescheduling occurs between 8-14 days of the scheduled time, the fee is \$500.

Warranty & Additional Notes

PCS sells only the highest quality of products. All custom software sold by PCS has a 60 day break/fix support period beginning on date of installation; support outside of this timeframe is subject to additional charges. All items sold do not have a PCS warranty. Only the manufacturer's warranty will apply. Labor required to facilitate obtaining the warranty replacement will be invoiced according to current standard rates. *Keep all original boxes for the length of warranty per each manufacturer's user manual. PCS is not responsible to refund warranty items without the original box and all accessories. PCS disclaims any and all warranties, express or implied, including but not limited to all warranties of merchantability and fitness for use for a particular purpose with respect to any and all goods/services that are the subject of this contract.*

Technical Support

Additional customer support is provided in a variety of ways depending on the nature of the need. This includes personal assistance over the telephone, on-site visits, remote connection to the users system through telecommunication software, fax back communication and by written documentation. This support is invoiced weekly in 15-minute increments using the applicable rate schedule, with a minimum of one hour for onsite visits. When incidental expense, including, but not limited to, travel, lodging, meals, etc., is incurred for the additional support, customer agrees to reimburse all reasonable costs.

License Agreement

Clients purchasing custom software, reports or programming services are provided a license to use these products or resulting products for internal purposes. PCS retains all ownership copyrights, and other rights to the software unless otherwise noted with exceptions specified on the quote and P.O. All licenses are a one-time fee with no recurring charges for use of the software as purchased and supplied.

Limit of Remedy:

PCS' entire liability is limited to the amount paid by the customer under the terms of this Agreement and customer hereby waives any and all rights to consequential and/or punitive damages. This contract shall be construed in accordance with the laws of the State of Ohio without resort to conflict of laws principles. In the event that a claim/dispute arises between the parties with respect to this contract, at the request of either party, the same shall be submitted to arbitration to take place in Medina County, Ohio, by the American Arbitration Association (AAA), Commercial Division. Any decision rendered by the AAA shall be binding upon the parties hereto and enforcement thereof may be entered in any court of competent jurisdiction.