WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, DECEMBER 9, 2019
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

   c) Melissa Adkins, Classified Substitute
   g) Pam VanDyke, Certified Substitute
   h) Nicole Ives, Non-teaching Employee
   i) Marie Canfora, Non-teaching Employee

B. ACTION CONSENT ITEMS

7. Recommendation to approve the Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium Rosetta Stone: Classroom Foundations Silver (Version 4) for the period of January 6, 2020 through December 31, 2020

8. Recommendation to approve the Client Funding Agreement Funding Year 2020 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education

Agenda Detail

A. PERSONNEL CONSENT ITEMS

1(h). Nicole Ives: Ms. Ives is being recommended to fill the Isham playground aide position which was left open when Ms. Laurie Barnhart accepted another position within the district.

1(i). Marie Canfora: Ms. Canfora is being recommended to fill the preschool special education aide position which was left open when Ms. Dana Younkin resigned.

B. ACTION CONSENT ITEMS

7. Rosetta Stone: The Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium Rosetta Stone: Classroom Foundations Silver (Version 4) for the period of January 6, 2020 through December 31, 2020 being recommended for approval will allow for the purchase of the Rosetta Stone program for students whose needs require the services as part of their English Language Learner (ELL) program.

8. **ABC E-Rate, LLC:** The Client Funding Agreement Funding Year 2020 between ABC E-Rate, LLC and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to utilize the services provided by personnel at ABC E-Rate, LLC to manage the federal E-Rate process for funding year 2020, which ends on June 2021.

Educational Service Center of Northeast Ohio
Cooperative Purchasing Consortium
Rosetta Stone: Classroom Foundations Silver (Version 4)
Friday, November 1st, 2019 – Friday, November 29, 2019

Dear Colleagues,

The Educational Service Center of Northeast Ohio (ESCNEO) is working in partnership with Rosetta Stone to offer school districts in Ohio a consortium price on bulk purchasing of the **Classroom Version 4 (Foundations Silver) Program.**

The consortium bulk purchasing will be coordinated by the ESCNEO, with the consortium price of **$89** per student subscription if the consortium compiles 400 or more subscriptions. **This is a savings of $76 per student subscription ordered.**

Foundations Silver is an upgrade over the Version 3 program offered in previous years. This new version includes learner access to Games and Reading Activities to complement and enrich what they are learning through Rosetta Course. Many districts have already made this upgrade and are experiencing significant increases in learner adoption, usage, language acquisition, and confidence.

ESCNEO has also negotiated with Rosetta Stone to provide a series of Professional Development sessions to participating district educators. These in-person and online training sessions will enable your program administrators to more confidently register learners, track engagement, and drive successful outcomes.

Districts are considering multiple options of use for Rosetta Stone software that include:

- Limited English Proficient (LEP) students to learn the English language through speaking, reading, grammar and writing activities
- School personnel who work with other language learners and/or their family members to acquire functional skills of the student's native language
- For districts to provide web-based language acquisition supplemental support (review, enrichment or intervention) for Middle or High School students who are participating in High School credited Foreign Language courses

If your district is interested in participating in the cooperative purchasing consortium through the ESC of Northeast Ohio, please review the following ordering guidelines.

1. **The bulk ordering schedule will be from Friday, November 1, 2019 – Friday, November 29, 2019 4:00 PM for the final order cut-off date.**

2. **Complete the information below and submit prior to Friday, November 29, 2019, 4:00 PM to Steve Rogaski, Director of Human Resources & Pupil Services, at the Educational Service Center of Northeast Ohio by email at steve.rogaski@escneo.org or FAX (216) 524-3683.**

The Wadsworth City Schools Board of Education hereby agrees to pay the Educational Service Center of Northeast Ohio for each Rosetta Stone student subscription ordered for said district through the cooperative purchasing consortium for the subscription dates: January 6, 2020 – December 31, 2020.

Joyce A Walker
Superintendent or Designee

12/9/19
Date

School District / ESC	Contact Person	Mailing Address	Phone	Email Address	Number of Subscriptions #	Total Cost $89.00 each
Wadsworth City Schools	Joyce Walker	524 Broad St Wadsworth OH 44281	330-335-1316	jwalker@wadsworthschools.org	5	$445.00

After November 29, 2019 and orders are processed, Loring Gibson or a representative from Rosetta Stone will contact the lead person designated by the district to initiate access, manager set up and to begin use of the software for each district/building in effect beginning January 6, 2020 – December 31, 2020. Regional ESC's offices and Rosetta Stone will host initial and ongoing implementation training sessions for interested districts.

Feel free to contact Loring Gibson at loring.gibson@rosettastone.com or Desk/Mobile: 540-236-5099, or steve.rogaski@escneo.org regarding questions related to ordering or implementation.

Sincerely,

Steve Rogaski, Director of Human Resources & Pupil Services
Educational Service Center of Northeast Ohio
steve.rogaski@escneo.org 216-901-4210

CLIENT AGREEMENT
FUNDING YEAR 2020
(7/1/2020- 6/30/2021)

This Agreement is made and entered into by and between ABC E-Rate, LLC, an Ohio Limited Liability Company ("Company") of Columbus, Ohio and Wadsworth City School District ("Client").

I. CONSULTING SERVICES

Company agrees to provide Client consulting services as further described in the attached Exhibit A to obtain funding under the Federal E-Rate Program, subject to the terms and conditions contained in this Agreement.

II. TERM OF AGREEMENT

The term of this Agreement shall be for the period beginning on the date of execution of this Agreement and ending on June 30, 2021.

III. FEES AND PAYMENT

A. Client shall pay Company for all fees billed by Company for consulting services provided to Client under this Agreement and understands that all fees are due to Company upon receipt of each invoice presented to Client.

B. The fee for all consulting services provided under this Agreement is indicated in the Addendum to this Agreement. Client agrees to pay the fee in accordance with the terms of each invoice presented to Client.

C. In the event that Client terminates this Agreement prior to the termination date as described in Section II (A) above, any fees paid to Company shall be non-refundable and shall be deemed to have been earned by Company. Client shall pay all invoices for services provided prior to termination immediately upon the effective date of termination of this Agreement. Nothing herein waives Client's right to dispute whether services were satisfactorily provided by Company.

IV. PERFORMANCE

A. Company shall furnish consulting services selected by Client in the manner described in Exhibit A of this Agreement.

B. The Client shall undertake its obligations as set forth in Exhibit A of this Agreement and shall cooperate with Company in all respects to enable Company to timely and accurately perform the services.

C. Client understands that ABC E-Rate and its representatives will not participate in any way in the competitive bid process to select the vendors that will provide the products or services for which funding is requested under the Federal E-Rate program.

V. WARRANTIES AND LIMITATIONS ON LIABILITY

A. Company shall be liable to Client for failure to provide any services only if such failure is due to the negligence or intentional misconduct of Company or its agents.

B. It is agreed that Company shall not be liable for any damages incurred as a result of the errors or omissions of Client, its personnel, employees, agents or users. Company shall not be liable for failure to perform if such failure is due to causes or conditions beyond its control.

C. The time for performance of any right or obligation, if delayed by any party hereto, shall be cause for the non-delaying party to delay performance of its obligations for a period equal to the original delay unless otherwise agreed, in writing, by the parties.

D. Company warrants that the services provided under this Agreement are fit for the purpose for which they are offered and contracted. In no event will the Company be liable for any compensatory special, incidental, consequential, or exemplary damages, including, without limitation, loss of use, loss of profits, or claims of third parties, except as provided in Paragraphs V. A. and V. C.

VI. NOTICES

All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Company:

Company:	ABC E-Rate, LLC
Contact Name:	Randy Black
Street Address:	P. O. Box 141357
City/State/Zip:	Columbus, Ohio 43214
Office/Cell:	614.286.1017
Email:	randy@abcerate.com

2. If to Client:

Client:	Wadsworth City School District
Contact Name:	Phil Luthman
Address:	524 Broad St.
City/State/Zip:	Wadsworth, OH 44281
Phone:	330.336.3571
Email:	pluthman@wadsworthschools.org

VII. CONFIDENTIALITY OF INFORMATION

Company shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Client, except for any personally identifiable student information which is covered by the following paragraph:

The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to the parties. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information are trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

VIII. GENERAL PROVISIONS

A. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives.

B. Waiver, Discharge, etc. This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a waiver of any such provisions, nor to effect either the validity of this Agreement, or any part hereof, or the right of any party thereafter to enforce each and every such provision in accordance with the terms of this Agreement. No waiver or any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

C. Captions. The captions in this Agreement are inserted as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

D. Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

E. Rights of Persons Not Parties. Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.

F. Controlling Law. This Agreement, for all purposes, shall be construed in accordance with the laws of Ohio without regard to conflicts-of-law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in a state or federal court located in the state of Ohio, county of Franklin. The Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

G. **Construction.** When used in this Agreement, the word "including" shall mean including without limitation. Whenever the singular number is used herein and when required by context, the same shall include the plural, and the masculine, feminine, and neuter genders shall each include the others, and the word "person" shall include corporation, firm, partnership, joint venture, trust, or estate.

H. **Survival.** The terms, provisions, representations, and warranties contained in this Agreement shall survive the performance of consulting services. Payment for consulting services shall not be subject to any condition precedent.

I. **Compliance with Law.** Each party agrees to comply with all governmental laws and regulations applicable to the services contemplated by this Agreement.

J. **Attorney's Fees.** In the event that litigation is instituted between any of the parties in connection with any controversy or dispute arising from, under, or related to this Agreement, the judgement therein shall include a reasonable sum (not to exceed $2,500) to be paid to the prevailing party for and on account of attorney's fees and costs incurred in such litigation.

K. **Entire Agreement.** This Agreement, including all attachments and addenda that are attached or referenced herein or incorporated by reference at a later date, sets forth the entire agreement between the parties with regard to the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and therein superseded by this Agreement.

L. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

By signing below, Signatory of Client ("Signatory") certifies authorization to sign on behalf of Client and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of Exhibit A and the Addendum attached and incorporated herein by reference. Signatory certifies that all information provided by Client in connection with this Agreement is true and accurate. Signatory further certifies that the Agreement has been approved by formal action of Client's governing body, if required under that body's policy.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CLIENT:

_____
Printed Name of Client

_____ _____
Printed Name of Authorized Representative of Client Date

_____
Signature of Authorized Representative of Client

CONSULTANT: ABC E-Rate, LLC:

Randy Black 12/2/19
Printed Name of Authorized Representative Date

Randy Black
Signature of Authorized Representative

EXHIBIT A

ABC E-Rate Consulting Services

- ABC E-Rate manages the entire process, except the vendor selection process and establishing direct deposit via the Form 498, which is required to obtain the funding approved by the Schools and Libraries Division (SLD) from Client's service providers.

- Through its ongoing communications with Client, ABC E-Rate provides guidance to Client related to the timing and structure of technologies to be acquired by Client in the future, as they relate to E-Rate funding eligibility.

- Client benefits from ABC E-Rate's established relationships with:

    - USAC Schools and Libraries Division (Data Entry, Help Desk, and Program Integrity Assurance departmental contacts)
    - Service provider E-Rate departments

- The ABC E-Rate staff maintains its knowledge base of implemented FCC Rules and Regulations for the E-Rate Program and stays up-to-date on pending rule changes that impact the following areas:

    - Eligible Services List published annually
    - Instructions for E-Rate forms
    - E-Rate Program rules
    - Funding Year application submission deadlines

- ABC E-Rate completes all FCC-required forms for the E-Rate Program, including, but not limited to:

    - Form 470
    - Form 471
    - Form 486
    - Certification by Administrative Authority to Billed Entity of Compliance with the Children's Internet Protection Act Form 479
    - Billed Entity Applicant Reimbursement Form 472
    - Adjustment to Funding Commitment and Modification to Receipt of Service Confirmation Form 500
    - Service Provider Change Request, if necessary
    - Appeals process documentation, if necessary

- ABC E-Rate review process

    - ABC E-Rate representatives will assist with reviewing previous applications and funding decisions and projecting future purchases that are E-Rate eligible.

    - **Form 470 Process**
      ABC E-Rate representatives will prepare the Form 470 application(s) based on the information supplied by the Client. Prior to formally submitting the Form 470(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 470 via the EPC portal. The SLD will assign an Allowable Contract Date to the Client's application.

      The Client is responsible for the vendor selection process. The Client will select all applicable vendors after the conclusion of the required 28-day bid process and is responsible for selecting vendors that are authorized as service providers under the Federal E-Rate Program for all funding categories. Client is responsible for retaining all bidding documentation for 10 years.

- **Form 471 Process**
  The Client must allow 28 days to pass before selecting its service providers and/or signing any contracts pursuant to the posted Form 470(s). Once all agreements are finalized, ABC E-Rate will prepare the Form 471(s). At this point, the Client must provide to ABC E-Rate the final poverty data in order to finalize the Client's discount level. Prior to formally submitting the Form 471(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 471 via the EPC portal.

- **Form 486 Process**
  Upon receiving a Form 471 Funding Decision Letter, ABC E-Rate will begin the Form 486 process. Based on each Funding Request Number funding decision, ABC E-Rate will prepare the Form 486 for the appropriate service providers with the appropriate CIPA certifications if necessary. Where applicable, ABC E-Rate will assist the Client in the Form 479 CIPA Certification process. Prior to formally submitting the Form 486(s), Client personnel must review and approve the application(s). An authorized Client representative must certify the Form 486(s) via the EPC portal. Once these forms are reviewed and certified by the SLD, the Client can receive reduced invoice(s) from the service provider if the service provider offers this option.

- **Form 479 Process**
  The Form 479 may be required if the Client applying for E-Rate funding is classified as a Consortium by SLD. ABC E-Rate will assist the Client in determining the necessity of the Form 479.

- **Form 472 Process**
  The Form 472 (also known as the BEAR Form) is the final step prior to receiving the approved discounts transferred into your bank account. Based on each Funding Request Number, ABC E-Rate will prepare the Form 472(s) for the appropriate service providers. Prior to formally submitting the Form 472(s), Client personnel must review and approve the form(s). An authorized Client representative must certify the Form 472(s) via the EPC portal. Client must have completed and certified the Form 498 to receive their E-Rate reimbursement payments.

  The Client is responsible for completing and certifying the Form 498 to enable the distribution of reimbursement funding via direct deposit.

- **Form 500 Process**
  The Form 500 is required when certain adjustments are necessary for any Funding Request Numbers such as funding commitment amounts or service start/stop dates. This form notifies the SLD of these significant modifications. Prior to formally submitting the Form 500(s), Client personnel must review and approve the application(s). An authorized Client representative must sign the signature page to complete the Form 500 process. ABC E-Rate will send the completed forms to the SLD.

ADDENDUM TO CLIENT AGREEMENT
CLIENT: Wadsworth City Schools
FUNDING YEAR: 2020

Consulting Services

Company will provide to Client the service(s) indicated below. Client agrees to pay the total fee listed below for such consulting service(s).

E-Rate Consulting Services for:

Category 1 (Internet Access and/or Data Transmission)

Category 2 (Internal Connections, Basic Maintenance of Internal Connections, And Managed Internal Broadband Services)

ABC E-Rate, LLC Fee Schedule

Client agrees to pay Company the following:

- Category 1 application: 9% of projected funding.
- Category 2 application: 3% of approved funding. Minimum fee is $500.

- Category 1 fee will be due in full on March 31.
- Category 2 fee will be due in full when Funding Commitment Decision Letter is issued.