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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, NOVEMBER 15, 2021, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://stream.meet.google.com/stream/5336fd68-3a45-4e81-a565-3af60d0d4f4e>

(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

<https://meet.google.com/swy-oxbb-vus>

(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

(US) +1 469-573-4409 PIN: 885 854 277#

AGENDA ADDENDUM

VII. Administrative Items

B. Action Consent Items

31. Recommendation to approve the Evaluation Service Agreement between Achievement Advantage Assessment & Services, LLC and the Wadsworth City School District Board of Education
32. Recommendation to approve the Contract, Software License & Hosting Agreement between Transfinder and the Wadsworth City School District Board of Education
33. Recommendation to approve the Educational Service Center of Medina County Service Agreement Amendment for the period of July 1, 2021 through June 30, 2022

AGENDA ADDENDUM DETAIL SHEET

B. Action Consent Items

31. **Achievement Advantage Assessment & Services, LLC Agreement:** The Evaluation Service Agreement between Achievement Advantage Assessment & Services, LLC and the Wadsworth City School District Board of Education being

recommended for approval is for the completion of an independent educational evaluation of a student, per the parent/guardian(s) rights to request the said evaluation through the requirements found in the federal Individuals with Disabilities Education Act (IDEA).

32. Transfinder Agreement: The Contract, Software License & Hosting Agreement between Transfinder and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to change to the Transfinder software program used for transportation routing, starting with the 2022-2023 school year.

33. Educational Service Center of Medina County Service Agreement Amendment: The Educational Service Center of Medina County Service Agreement Amendment for the period of July 1, 2021 through June 30, 2022 being recommended for approval will allow for twenty-two (22) days of additional behavioral/autism specialist support to meet student needs.



ACHIEVEMENT ADVANTAGE
ASSESSMENT & SERVICES, LLC

Evaluation Service Agreement

BETWEEN: Achievement Advantage Assessment & Services, LLC ("Evaluator" or "Assessor")
Address: 5420 Mayfield Road, Suite 105, Lyndhurst, Ohio 44124
Phone: 440-397-4056
Email: achieve@achievement-advantage.org

AND: _____ "District Representative"
Address: _____
Phone: _____
Email: _____

FOR: _____ "Parent/Guardian"
_____ "Client"

EVALUATION SERVICES

Achievement Advantage Assessment & Services, LLC conducts comprehensive psychoeducational evaluations of intellectual ability, learning patterns, achievement, motivation, behavior, or personality factors directly related to learning problems.

Assessment components for an Independent Educational Evaluation (IEE) will depend upon the need of the Client, as agreed upon by Assessor and Parent/Guardian. Services may include, but are not limited to, interview, observation, cognitive ability testing, academic achievement assessment, social/emotional assessment, adaptive behavior assessment, and/or other measures as agreed upon by Assessor and Parent/Guardian. All agreed upon services must be consented to by the Client's Parent/Guardian. Parent/Guardian consent must be documented through their signature on the Achievement Advantage Assessment & Services, LLC Assessment Planning Form and Evaluation Service Agreement. The District must also indicate their approval through their signature on the Achievement Advantage Assessment & Services, LLC Assessment Planning Form and Evaluation Service Agreement or written communication. Prior to the initiation of any services, agreement must be received from both the Parent/Guardian and District.

The number of appointments needed and the length of each appointment varies based on characteristics of the child such as age, need, etc. Appointments will be scheduled directly with the Parent/Guardian.

_____ **District Representative Initials**

FEES PAYABLE

Fees shall be calculated based on the fee scale provided by Achievement Advantage Assessment & Services, LLC. Chargeable services will include interviews, communication with relevant parties, record review, assessment, scoring, report writing, Assessor's travel time, and any subsequent meetings.

Updated 1/1/2019

The Parent/Guardian and Assessor will complete the Assessment Planning Form which will list testing deemed necessary based on the needs of the Client. The Assessment Planning Form will be submitted to the School District to notify the District of the assessments that will be completed and provide an estimate of service cost. Any additional testing outside that enumerated on the Assessment Planning Form will be agreed upon by all parties in writing before provision of additional services. Should there be an amendment to the Assessment Planning Form to reflect additional assessment or services, the District will be provided a copy of the amended Assessment Planning Form. Costs listed on the Assessment Planning Form only serve as an estimate and are not exact. Final cost of the evaluation may vary from the estimate and will be enumerated on a final itemized invoice.

_____ **District Representative Initials**

PAYMENT

When the District receives the initial estimate, they agree to encumber District funds prior to the initiation of the evaluation. Should changes or increases be necessary once the evaluation has begun, Achievement Advantage Assessment & Services, LLC will provide an amended Assessment Planning Form for District approval. Once the amended Assessment Planning Form has been approved by the District, the District agrees to make changes or adjustments to the initial encumbrance. Achievement Advantage Assessment and Services, LLC will provide a final itemized invoice within ten (10) business days of completion of the evaluation. Payment of the balance should be made in full within sixty (60) days of receiving the final invoice. This may be paid by cash or check (payable to Achievement Advantage Assessment & Services, LLC), debit, or credit. All fees for services provided are non-refundable. Legal means may be used to obtain payment.

_____ **District Representative Initials**

DISCLAIMER AND LIMITS OF LIABILITY

The Evaluator will make every attempt to provide an appropriate evaluation and recommendations based on needs revealed through the evaluation but cannot guarantee any particular outcome of the testing results. Achievement Advantage Assessment & Services, LLC acts as an impartial party. Although Achievement Advantage Assessment & Services, LLC is contracting directly with the School District, the Client is the direct recipient of services and all evaluation procedures and resulting recommendations will be made in the best interest of the Client. Neither the individual Evaluator nor Achievement Advantage Assessment & Services, LLC shall be held liable for any acts or omissions in the performance of services, except when such acts or omissions are due to willful misconduct.

_____ **District Representative Initials**

CONFIDENTIALITY

Achievement Advantage Assessment & Services, LLC agrees to obtain a signed Release of Confidential Information from Parent/Guardian in order to facilitate communication of relevant educational information between the Assessor and District. Achievement Advantage Assessment & Service, LLC agrees to provide a copy of the Independent Educational Evaluation report directly to the District. All other information not directly covered by the Release of Confidential Information will remain confidential except in those circumstances where required by State Statutes to report the occurrence or likely occurrence of homicide, suicide, physical assault, sexual assault, or child abuse. It is the District's responsibility to obtain a signed release should they want to initiate contact with Achievement

Advantage Assessment & Services, LLC regarding the Client. Any request to review protocols will require the District to obtain explicit signed consent from the Parent/Guardian.

The Evaluator may consult with another professional about the Client's case if needed. This other person is also required by professional ethics to keep the Client's information confidential.

_____ **District Representative Initials**

CLIENT RIGHTS

Achievement Advantage Assessment & Services, LLC is committed to complying with the Health Insurance Portability and Accountability Act (HIPAA) Privacy, Security, and Electronic Transaction standards. Achievement Advantage Assessment & Services, LLC has implemented policies, processes, and procedures designed to ensure compliance with Federal and State information security laws, regulations, and rules. The Parent/Guardian has been provided a notice of privacy practices.

_____ **District Representative Initials**

TERMINATION

In the event that the Parent/Guardian opts to terminate services with Achievement Advantage Assessment & Services, LLC prior to completion of the IEE process, the District is responsible for payment of services already rendered. Should services be terminated by the Parent/Guardian, Achievement Advantage Assessment & Services, LLC will notify the District within five (5) business days, and an itemized invoice and report of completed evaluations will be provided within thirty (30) business days.

_____ **District Representative Initials**

Your signature below indicates that you have read this agreement, agree to its terms, and consent to an IEE conducted by Achievement Advantage Assessment & Services, LLC.

School District Administrator

Authorized Signature

Printed Name and Title

Date



ACHIEVEMENT ADVANTAGE
ASSESSMENT & SERVICES, LLC

IEE School Assessment Planning Form

Client Name:	[REDACTED]	Sex:	M
DOB:	[REDACTED]	Grade:	3 rd
District:	Wadsworth City Schools		
Contact Person:	jwalker@wadsworthschools.org		

Evaluation Components

All evaluations include an intake interview and feedback session up to 60 minutes in length with the Parent/Guardian. All meetings that require more than 60 minutes will be charged at an additional hourly rate of \$125.

<u>Assessment Type</u>	<u>Assessment Name</u>	<u>Cost</u>
Background	Intake Interview	\$125
Background	Record Review (1 hour)	\$125
Cognitive	WISC-V	\$500
Academic	KTEA-3	\$500
Academic	WIST	\$250
Rating Scale	CEFI	\$250

Estimated Cost

The estimated cost of this evaluation is: \$1,750.00

As an agent of the School District, I hereby approve that the above-named Client's Independent Educational Evaluation (IEE) will be comprised of the components listed on the Assessment Planning Form. The above-named School District agrees that Achievement Advantage Assessment & Services, LLC will conduct an IEE at public expense; therefore, the School District is responsible for payment. I understand that costs listed above only serve as an estimate and are not exact. The final cost of the evaluation may vary from this estimate and will be enumerated on a final itemized invoice. I understand that informed consent for the completion of the assessment will be provided by the Parent/Guardian. I agree that all test materials, results, and reports are the property of Achievement Advantage Assessment & Services, LLC. A written report will be provided to the Parent/Guardian and District upon completion of the evaluation. This planning form may be amended as agreed upon by the Parent/Guardian, the District, and Evaluator in order to provide the most appropriate evaluation to the Client.

District Representative Signature: _____
Printed Name: _____

Date: _____



Contract, Software License & Hosting Agreement

Prepared for
Wadsworth City School District
~~360 College St~~ 584 Broad Street
Wadsworth, OH 44281

Prepared on 11/12/2021
by
Mike Bernhard

Transfinder
440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Wadsworth City School District. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

This contract expires on 11/30/2021, if not signed and accepted.

This is a non-transferable and non-exclusive Contract between Transfinder and Wadsworth City School District (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Wadsworth City School District may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty	Year 1	Year 2
Routefinder PLUS includes: - Single User Software License Routing and Scheduling System - GIS Map Conversion for Medina county - Tools for route overlap analysis, Stop Sequence Optimization, and Policy Analytics - Eligibility Assessment & Walk Zone definition - Driver Certification Functionality - Field Trip resource tracking, cost calculator, billing, invoicing, & reporting	1	\$10,595	\$3,350
Additional Routefinder PLUS Licenses	1	\$2,595	\$900
Additional County GIS Map Conversions for Summit County	1	\$1,500	
Satellite Imagery Service Adds a satellite layer to Routefinder		Included	Included
Attendance Boundary Planning - Manage School Attendance Boundaries - Assess school zone changes for impact on students, grades, and school bus routes		Included	Included
Viewfinder - Schedule Automated Reports to be emailed to unlimited staff with vital information - Browser-based, any device, unlimited users, lookup access for staff (role-based security) - View critical data about students, routes, stops, trips, maps, etc.		\$4,200	\$1,400
Tripfinder - Browser-based Field Trip System, Site License with Unlimited users - Includes online requests & approvals, cost tracking, reporting, etc.		\$4,500	\$1,500
Stopfinder Communication - Parent Communication App for Apple iOS and Google Android Devices - Provide Reliable and secure bus stop information to registered subscribers. - Parents can see the planned routes & stops for their children. - District can send electronic invitations to parents and guardians for easy onboarding process - Two-way communication with registered parents and guardians (subscribers)	1	\$1,400	\$1,400
Transfinder Hosting Services powered by Amazon Web Services (AWS) - Hosting includes database server, application servers, storage, and data maintenance - Hosting Service is due with initial purchase and is included in the future Hosting Service		Included	Included
Transfinder Software Retail Pricing		\$24,790	\$8,550
Discount		-\$4,600	-\$300
Transfinder Software Promotional Pricing		\$20,190	\$8,250

Implementation, Training and Professional Services			
Project Management - Dedicated Project Manager assigned through Project Completion - Manages Transfinder resources to meet Licensee's goals - Project Manager will assist through 1st fall opening		Included	
Data Management - Data Engineer will create a custom import process for automating data updates with the Student Information System - GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software		Included	
Online Training - Online Training timeframe begins on first completed training date - Dedicated Trainer conducts Weekly Online Sessions - Trainings conducted with Customer's Maps and Student Data	6	Included	
	Months		
Transfinder University Livestream - Routing System Proficiency Course 2 days of online training in a Routefinder PLUS training dataset - Routefinder PLUS Certification provided upon successful completion of the class proficiency exam - Class hours 8:30 am-5:00 pm Eastern Daylight Time	2	\$3,500	
Professional Services - Route Implementation Services - See Attachment A for full Statement of Work - Transfinder Staff will input current regular education bus runs using route sheets and data provided by customer - Transfinder Staff will work with district staff to verify route sheet accuracy - Transfinder Staff will process student data geocoding and map editing to support the initial route input	46	\$6,600	
Technical Support & Software Updates - Unlimited Online Technical Support - Software updates and upgrades - Access to Transfinder Community client resources portal for documentation, training videos, webinars, and report library		Included	Included
Implementation, Training, and Professional Services Pricing		\$10,100	
TRANSFINDER SOFTWARE, TRAINING, PROFESSIONAL SERVICES AND HOSTING SERVICES TOTAL		\$30,290	\$8,250
INITIAL SYSTEM COST: ☐ _____ x _____ Initial here		\$30,290	
ANNUAL SERVICE FEE FOR SUPPORT AND SOFTWARE HOSTING SERVICES: ☐ _____ x _____ Initial here This fee is due upon the anniversary date of the initial software activation.		Included	\$8,250

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS	
This is a declaration of your Transfinder Annual Support Provisions. It describes the benefits you enjoy as a Transfinder client “in good standing” by remaining current in your payment of your Annual Support Fees.	
Routefinder PLUS Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to Transfinder Community - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Custom Data Integration module modifications and maintenance as needed	Included
Viewfinder, Tripfinder, Stopfinder, Wayfinder and Infofinder I Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included

II. RESPONSIBILITIES

Data Conversion - Wadsworth City School District (hereinafter “District” or “Licensee”) will assist Transfinder in acquiring all the required student and school information for the Routefinder PLUS system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder PLUS system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder’s servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - SaaS Deployment - Hosted on Transfinder Hosted Network (THN) through Amazon Web Services (AWS). The Transfinder Software environment and all Licensee data files will reside on servers within the United States.

Activation - Activation, as defined here includes loading Routefinder PLUS files and map files required to support the licensee's area, and student data resulting from the initial download and data conversion to the Transfinder Hosted Network (THN).

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Hosting Services Uptime - Transfinder will exceed 99% uptime between 5:00AM and 5:00PM Eastern Monday through Friday (excluding holidays) to the Licensee. Maintenance periods are scheduled after business hours but Transfinder reserves the right to schedule maintenance periods during business hours that will not constitute downtime. Downtime refers to the inability to access the hosted environment. Standard support issues, which would occur in a locally installed environment, will not constitute downtime. Downtime will be calculated from the time Licensee reports an outage to the time Transfinder resolves the issue. Licensee must submit an email reporting downtime to support@transfinder.com.

Below is a schedule for compensation for Transfinder's failure to meet the uptime requirements. Credits will be given toward future support fees. The downtime is calculated on a calendar year resetting January 1st. Transfinder agrees to credit Licensee as follows.

Targeted Attainment	Actual Attainment	Credit Amount
100%	98% - 99%	Remedial Action
100%	97.99% - 95%	4% of Annual Support Fee
100%	< 95%	5% of Annual Support Fee

This uptime policy excludes anything that is reasonably outside of Transfinder's control including force majeure. To resolve technical issues Transfinder may require the cooperation of Licensee. If Licensee's Department of Technology (DoT) staff is unable or unwilling to assist Transfinder IT staff with resolving technical issues within 48 hours, Transfinder will not be held responsible for the resulting downtime from the time of Transfinder request for assistance from Licensee's DoT.

Remote Connectivity – Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder PLUS on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Wadsworth City School District, and pricing is agreed to ahead of time.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (1) one-year. The Transfinder Software system initial cost of **\$30,290.00** is due upon execution of this agreement.

In accordance with the 1-year Term, Transfinder will provide Technical Support, Product Updates and Hosting Services to the Licensee for one year starting on the initial Activation Date. The costs for the Technical Support, Product Updates and Hosting Services is included.

Upon the completion of the initial 1-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **\$8,250.00**, when due on the anniversary of the original Activation Date, in order to continue to receive Technical Support, Product Updates and Hosting Services from Transfinder. Transfinder will continue to provide software, hosting services and technical support, which includes system updates, to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Service Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred. The cost must be pre-approved by the licensee.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contact.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants the Licensee a non-exclusive, non-transferable license to use and access Routefinder PLUS, and the accompanying documentation on the Transfinder Hosted Network (THN). A Routefinder PLUS license is required for each concurrent user/computer accessing the THN. Transfinder retains the title to Routefinder PLUS and related materials. You agree to protect Routefinder PLUS from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder PLUS and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder PLUS is a © copyright of Transfinder. All rights reserved.

Non-permitted Uses: You may not make copies of Routefinder PLUS. You may not use Routefinder PLUS on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder PLUS will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder PLUS under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder PLUS, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder PLUS. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder PLUS software, data and all software and data copies. Transfinder can also enforce its other legal rights.

Early Termination Fees for Termination without Cause: The Licensee may terminate this Agreement, at any time, for convenience upon 30 calendar days written notice to Transfinder. If the Licensee should terminate this Agreement within three (3) years of the Activation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of the termination, unpaid annual service fees as follows:

- Termination before the (1) one year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 75% of the annual service fees for years two and three of the term;
- Termination on or after the (1) one year anniversary of the Activation Date but before the (2) two year anniversary of the Activation Date: all software and service fees due prior to the effective date of the termination and 50% of the annual service fees for year three of the term; and
- Termination on or after the (2) two year anniversary after the Activation Date but prior to the expiration of the Term: all software and service fees due prior to the effective date of the termination.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder PLUS Sale of Software: Routefinder PLUS is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee **(\$30,290.00)** when due, then Transfinder, at its option may affirm the agreement and recover the agreed expenses; or may terminate this agreement and has the right to remove all access to and or remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof.

VIII. NOTICE & SEVERABILITY

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

TRANSFINDER

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE – Wadsworth City School District

Federal Tax ID#: _____

Purchase Order #: _____

X

Name and Title

Authorized Signature

Date

Attachment A



Implementation Services Agreement

Prepared for

Wadsworth City School District

~~360 College St~~ 524 Broad Street

Wadsworth, OH 44281

Prepared on November 4, 2021 by

T Doolen, Professional Services Manager

Transfinder Corporation

440 State Street

Schenectady, NY 12305

Phone: 800-373-3609

Fax: 518-377-3716

Statement of Work

Date	November 4, 2021
Client	Wadsworth City School District

Job Name	Implementation of Bus Runs
Requested by	Michael Bernhard, Sales Consultant
From	T Doolen, Professional Services Consultant

Summary

Wadsworth City School District (WCSD) has requested Transfinder Professional Services (TPS) provide implementation services to enter their 2021-2022 regular education bus runs into the Routefinder Plus system.

Project Scope

This SOW is preliminary and will be further defined as Transfinder's Professional Services (TPS) team works with Wadsworth City School District (WCSD) resources and staff. The following are the preliminary activities and deliverables.

- A comprehensive project plan outlining the work to be done by both WCSD and TPS will be developed upon receipt of this signed statement of work. This project plan will include deadlines for work to be completed. Both parties understand that missing dates on any assigned tasks will cause the dates for all subsequent tasks to be delayed.
- Transfinder will host the Routefinder Plus data for WCSD in the Transfinder Hosted Network (THN). This will enable TPS and WCSD to collaborate on the implementation project.
- WCSD will be asked to assist in geocoding students. This will be done during some of the early training sessions to be conducted on the THN.
- WCSD will provide the most recent copies of route sheets used by their drivers for entry of the bus runs.
- TPS routers will create WCSD's AM bus runs (up to 46 runs) within Routefinder Plus using the route sheets WCSD provided. *(Note: This is limited to regular education runs serving district schools, other runs will not be created)*
- Transfinder will attempt to assign as many students as possible based on the student's listed home address. There may be students who are transported to or from Alternate Sites (locations that are not a student's home address). TPS will create the stops based on the route sheets provided, but the student will only be assigned to a stop if the student's home address lies within an existing walk to stop area. After TPS delivers the completed bus runs, WCSD will need to assign Alternate Sites for students and then assign the students to the stop.
- The newly created AM bus runs will be delivered to WCSD in the form of a new database in Routefinder Plus. This will provide the district with a data source that will be representative of the district's 2021-2022 bus runs.
- Transfinder staff will instruct WCSD staff during training to copy the AM runs to PM, and make adjustments to PM runs as needed, at the appropriate point in the project.
- A fresh import of student enrollment data for the 2021-2022 school year will need to be brought into the database at WCSD. WCSD will then need to adjust the bus runs to accommodate changes in student enrollment.

Key Assumptions

This agreement is based on the following assumptions:

- WCSD staff will provide current route sheets from which TPS will enter the AM bus runs.
- WCSD will provide other pertinent data (student data, no travel streets, low clearance bridges, railroad crossings, bus garage location, school loading zones, etc.) that may be needed for the entry of bus runs.
- WCSD will provide walk-to-school and walk-to-stop parameters.
- Students will be assigned to routes based on their home address. WCSD will need to enter Alternate Sites and assign students to those sites after delivery of the routes to ensure proper route assignment.
- Once bus runs are delivered, WCSD will review thoroughly and provide timely feedback. If no feedback is provided within 60 days, Transfinder will assume that bus runs are accepted as is.

Schedule

All dates will be determined based on signed contract date.

Task	Finish Date
WCSD signs contract with Transfinder	November 19, 2021
WCSD delivers AM route sheets, student data and other necessary data	December 3, 2021
Transfinder installs data environment in THN and begins building of routes	December 17, 2021
TPS builds up to 46 AM bus runs from route sheets	January 14, 2022
TPS delivers AM bus runs to WCSD	January 17, 2022
WCSD reviews bus runs and accepts project completion	Two weeks after delivery
WCSD continues to train on usage of Routefinder Plus for maintaining the routes going forward.	January 2022 onward

Pricing

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item	Price
Transfinder Professional Services routing fees:	\$6,600.00
COST TO CLIENT	\$6,600.00

Acceptance

The client named below verifies that the terms of this Statement of Work are acceptable. The parties hereto are each acting with proper authority by their respective companies.

Wadsworth City School District

Company Name

Full Name

Title

Signature

Date



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

☐

New

☒

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County
and
Wadsworth City School District

	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	Behavioral/Autism Specialist	22		\$550.00	\$12,100.00

Fiscal/Facility Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Wadsworth City School District will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

For the Wadsworth City School District

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.