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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

SPECIAL MEETING

TUESDAY, JANUARY 27, 2026, 6:00 P.M.

WADSWORTH HIGH SCHOOL MEDIA CENTER, 625 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Discussion Items, Presentations, and Updates

- A. Discussion: Length of time for the ballot request for operating funds in May of 2026, per the Fiscal Precaution Plan approved by the Board of Education on December 18, 2025 and submitted to the Department of Education & Workforce and the first resolution approved by the Board of Education at their special meeting on January 15, 2026
- B. Discussion: Filing a Valuation Complaint on Two Commercial Properties in the Wadsworth City School District

VI. [Public Participation](#)

VII. Administrative Items

A. Personnel Consent Items

- 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2025-2026 school year, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

a) Non-teaching Employees

(1) Taylor Fuller

b) Certified Substitutes

(1) Jordan Kovalchin

c) Supplemental Contracts

(1) Mackenzie Doyle, Reserve Softball Coach

(2) Aaron Rider, Freshman Basketball Coach (volunteer)

d) Volunteers

(1) Lee Archinal

(2) Josh Arnold

(3) Ryan Dressler

(4) Stephanie Profio-Miller

2. Recommendation to extend the unpaid leave of Taylor Gardner through May 29, 2026 (previously board-approved September 30, 2025 for unpaid leave through February 11, 2026)

B. Action Consent Items

1. Recommendation to approve the College Credit Plus and MyUniversity Guarantee Memorandum of Understanding between Lorain County Community College and the Wadsworth City School District Board of Education for the period of July 1, 2026 through June 30, 2027
2. Recommendation to approve the Limited Material and Labor Warranty between Thomarios and the Wadsworth City School District Board of Education
3. Recommendation to approve the Education Affiliation Agreement between Miami University and the Wadsworth City School District Board of Education
4. Recommendation to approve the Sales & Service Agreement between Xerox and the Wadsworth City School District Board of Education
5. Recommendation to approve the Day Treatment-Purchase Service Agreement 2025-2026 School Year between GCL Education Services, LLC and the Wadsworth City School District Board of Education

VIII. Board Member Items

A. Ratification of Resignations

1. Kristin MacDowell, Certified Teacher, retirement, eff. 6/1/2026
2. Mark Miller, Supervisor of Facilities and Grounds, eff. 1/31/2026

3. Darleen Tittle, Non-Teaching Employee, eff. 1/22/2026

B. Action Item

1. Recommendation to approve a resolution determining to submit to the electors of the school district the question of an additional 1.5% school district income tax on the earned income of individuals residing in the school district

IX. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public participation is governed by Board Bylaw 0169.1 - Public Participation at Board Meetings.

Upon request to the Superintendent, the District shall make reasonable accommodation for a person with a disability to be able to participate in this activity.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
January 27, 2026**

Agenda Detail Sheet

VII. Administrative Items

A. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) Taylor Fuller: Ms. Fuller is being recommended to fill the Custodian III position at Wadsworth High School that was left open when Mr. Christopher Miller accepted another position within the district.

B. Action Consent Items

- 1. Lorain County Community College Memorandum of Understanding:** The College Credit Plus and MyUniversity Guarantee Memorandum of Understanding between Lorain County Community College and the Wadsworth City School District Board of Education for the period of July 1, 2026 through June 30, 2027 being recommended for approval details the responsibilities of each party relating to the College Credit Plus Program.
- 2. Thomarios Warranty:** The Limited Material and Labor Warranty between Thomarios and the Wadsworth City School District Board of Education being recommended for approval is for work completed at Wadsworth Intermediate School.
- 3. Miami University Agreement:** The Education Affiliation Agreement between Miami University and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each party as they relate to students from Miami University being placed in our school district for field experience and student teaching.
- 4. Xerox Agreement:** The Sales & Service Agreement between Xerox and the Wadsworth City School District Board of Education being recommended for approval will allow our district to purchase a copy machine to be added at our maintenance building.

5. **GCL Education Services, LLC Agreement:** The Day Treatment-Purchase Service Agreement 2025-2026 School Year between GCL Education Services, LLC and the Wadsworth City School District Board of Education being recommended for approval will allow a student our school district is responsible for, per Ohio Revised Code, to receive services at the GCL Education Services, LLC location, per the needs of the student.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: January 15, 2026

The Wadsworth City Board of Education met in Special Session on Thursday, January 15, 2026, at 5:30 P.M. at Wadsworth High School Media Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present	Beck, Batey, Gordon, Fisher, Stevens
Absent	
Administrators	4
Staff	0
Visitors	5

26-01-16 APPROVAL OF BOARD MINUTES

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

Organizational Meeting	January 8, 2026
Regular Meeting	January 8, 2026

VOTE: Yea - Batey, Gordon, Fisher, Stevens, Beck
Nay - None

Motion Carried,

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS, AND UPDATES

- A. Discussion: Potential Ballot Request for Operating Funds in May of 2026, per the Fiscal Precaution Plan Approved by the Board of Education on December 18, 2025, and Submitted to the Department of Education & Workforce.

- Each Board Member spoke in favor of a 1.5% earned income tax levy.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

- 26-01-17** Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Stevens**, to adopt the Personnel Consent Items A from the January 15, 2026, Special Meeting, as presented:

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: January 15, 2026

A. PERSONNEL CONSENT ITEMS

1. Employment

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education and Workforce, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meet all other pre-employment requirements of the Board.)

a) Non-Teaching Employee

Denise Genis

b) Supplemental Contracts

Chris Beery	Varsity Boys' Track Head Coach
Stephanie Blaha	Princess Academy Assistant
Michelle Cole	Princess Academy Assistant
Kalyn Davis	Director Princess Academy
Tyler Grine	9th Grade Wrestling Coach
Andrew Kiko	Girls' Asst. Lacrosse Coach (Vol.)
Debbie Lake	Princess Academy Assistant
Lindsay Patterson	Princess Academy Assistant

c) Volunteers

Sophia DeClerk

(eff. 01/08/26)

VOTE: Yea – Gordon, Fisher, Stevens, Beck, Batey
Nay – None

Motion Carried,

26-01-18 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Fisher**, to adopt the Action Consent Items from the January 15, 2026, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to approve a second reading of the following Wadsworth City School District Board of Education policies:

- a) 1422 Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
- b) 1422.02 Nondiscrimination Based on Genetic Information of Employee (rescind)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: January 15, 2026

- c) 1662 Anti-Harassment (rescind)
 - d) 3122 Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
 - e) 3122.02 Nondiscrimination Based on Genetic Information of Employee (rescind)
 - f) 3362 Anti-Harassment (rescind)
 - g) 4122 Nondiscrimination, Equal Employment Opportunity, and Anti-Harassment (revised)
 - h) 4122.02 Nondiscrimination Based on Genetic Information of Employee (rescind)
 - i) 4362 Anti-Harassment (rescind)
 - j) 5430 Class Rank (revised)
- 2. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement between Let's Habla, LLC and the Wadsworth City School. (ATTACHED).
 - 3. Recommendation to approve the Imperial Dade Condition of Sale. (ATTACHED).
 - 4. Recommendation to approve the following donations:
 - a) Ken-Tool / Summit Tool Company Tools
 - b) Anonymous \$2,500

VOTE: Yea – Fisher, Stevens, Beck, Batey, Gordon
Nay – None

Motion Carried,

BOARD MEMBER ITEMS

26-01-19 The motion was made by **Stevens**, seconded by **Batey**, to adopt the Board Member Item Ratification of Resignations from the January 15, 2026, Special Meeting, as presented:

A. RATIFICATION OF RESIGNATIONS

- 1. Sandi Mueller Certified Teacher (retire 06/01/26)

VOTE: Yea – Stevens, Beck, Batey, Gordon, Fisher
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: January 15, 2026

26-01-20 **Gordon** moved and **Batey** seconded a RESOLUTION DECLARING IT NECESSARY TO RAISE ANNUALLY AN AMOUNT FOR SCHOOL DISTRICT PURPOSES AND REQUESTING THE STATE TAX COMMISSIONER TO ESTIMATE THE RESPECTIVE RATES AT WHICH IT WOULD BE NECESSARY TO LEVY (i) AN AD VALOREM PROPERTY TAX, AND (ii) A SCHOOL DISTRICT INCOME TAX ON THE EARNED INCOME OF INDIVIDUALS RESIDING IN THE SCHOOL DISTRICT, TO PRODUCE THAT AMOUNT.

VOTE: Yea – Stevens, Beck, Batey, Gordon, Fisher
 Nay – None

Motion Carried,

ADJOURNMENT

26-01-21 The motion was made by **Stevens**, seconded by **Gordon**, to adjourn at **6:05** p.m.

VOTE: Yea – Batey, Gordon, Fisher, Stevens, Beck
 Nay – None

Motion Carried,

(Signed)_____

Tim Beck, President

(Attested)_____

Douglas D. Beeman, Treasurer

College Credit Plus and MyUniversity Guarantee Memorandum of Understanding

Terms and Conditions Prepared for:
Wadsworth City Schools

Prepared by:
Lorain County Community College &
The University Partnership



Lorain County
Community College



Wadsworth City Schools



The University
Partnership

Objective

Collaborate to provide an affordable cost-share model of course delivery for school districts to expand access to college-level courses for students on the high school campus and define pathways of 15 and 30 transcribed credits as well as associate and bachelor's degree pathways through the MyUniversity Guarantee. This agreement helps remove cost, transportation and time barriers to higher education and meet or exceed the dual enrollment requirements of Ohio Revised Code Chapter 3365. Wadsworth City Schools and Lorain County Community College commit to collaboratively deliver educational programming and support services to foster student success and agree to adhere to the applicable responsibilities and expectations included in Ohio Revised Code Chapter 3365.

Ohio's dual credit program, College Credit Plus, are based upon the following guiding principles:

- Students will always be the primary beneficiary of education policy;
- It is the responsibility of secondary and higher education institutions to work collaboratively and think innovatively in order to advance the achievement and success of Ohio's students;
- The College Credit Plus program should be structured to ensure open access to all college-ready students with minimal need for contributing student resources;
- There must be flexibility in the College Credit Plus program in order to encourage innovation;
- Increasing the participation rates of underrepresented and low-income student populations in programs that result in higher education rates and postsecondary persistence is an important education priority for the state; and
- Providing students with the opportunity for career exploration and promoting exposure to relevant college courses while in high school has value to students, parents, and the state.

Scope of Work

Wadsworth City Schools and Lorain County Community College (LCCC) will determine the college courses, certificates, and degree pathways to be offered at Wadsworth High School based upon the goals of Ohio's College Credit Plus, the MyUniversity Guarantee, school district needs, faculty qualifications (credentials), and faculty course mentor availability.

LCCC and Wadsworth City Schools will follow the "Commission Guidance on Determining Qualified Faculty" as established by the Higher Learning Commission and adopted by the Ohio Department of Higher Education. LCCC academic deans have final approval with regards to qualified faculty.

High school teachers, as LCCC adjunct instructors, will be provided with LCCC faculty course mentors. Together they will establish course expectations and ensure resources necessary to satisfy LCCC course outcomes.

Delivery

Criteria for student participation will be based on Ohio's Remediation Free Standards and LCCC's placement criteria which includes considering high school preparation, performance on the college placement assessment, and/or ACT or SAT scores, and GPA.

LCCC will administer the college placement assessment and other assessments as necessary at the request of the high school. Class time and mode of delivery will be structured to suit partner needs.

The course framework will be the same as courses taught at the LCCC campus and apply toward a degree or technical certificate*. The course description, course syllabus and course description with student outcomes (CDSO) document will be shared and reviewed, prior to the start of the term, with the high school instructor. Textbooks used will be the same as those used at the LCCC campus, including any online homework system used in particular courses.

LCCC academic deans have overarching responsibility for the standards, consistency and quality of the LCCC courses delivered at all sites.

Wadsworth City Schools and LCCC will be in possession of confidential educational records and may not share or disclose these educational records with any party other than the student, the student's parents, school district and LCCC partners unless the student grants written permission otherwise.

Cost-Sharing

For courses offered at the School District and taught by appropriately qualified School District teachers, the Ohio Department of Education and Workforce shall reimburse the College the "floor" amount as set by the Ohio General Assembly, which is currently forty-one dollars and sixty-four cents (\$41.64) per credit hour. For courses offered at the School District and taught by a College instructor, the Ohio Department of Education and Workforce shall reimburse the College Fifty-two dollars and fifty cents (\$52.50) per credit hour. For courses offered at the College, the Ohio Department of Education and Workforce shall reimburse the College eight dollars (\$80) per credit hour. The textbooks and required materials are the responsibility of the school district.

For students enrolled in LCCC courses online or located at an LCCC college campus the school district will be charged a \$25 per credit hour flat rate for ALL required, priced course materials, which includes textbooks, both physical and digital formats, and any other supplies noted on the course syllabus as required. Course materials subject to this rate include materials such as electronic resources that provide instant access or have been curated by faculty. Students will return all course materials to the LCCC Commodore Books and More (bookstore) at the end of each semester. Students who do not return their books may be billed for the balance of the cost of the book.

For students enrolled in LCCC classes taught at their high school the school district is responsible for the purchase of and reuse of textbooks. It is strongly encouraged that textbook purchases be made through LCCC Commodore Books and More (bookstore), as this helps facilitate streamlined access to required materials and supports established course processes leading to improved student success. LCCC will provide the names of required textbooks and corresponding ISBNs.

Course fees are the responsibility of the College.

The LCCC Bursar's Office is responsible for invoicing the state of Ohio each semester for tuition at LCCC at agreed upon rates.

Partner Responsibilities

LCCC will:

- Identify qualified instructors with school partner who meet Ohio Department of Higher Education's academic credential requirements*.
- Meet with the high school instructor prior to course delivery and thereafter via phone, email, virtual platform, discussion board, in-person, etc.*
- Assign an LCCC college advisor to each student who will coordinate career and academic advising services as well as connect students to opportunities and resources that foster student success*.
- Share course resources (course archive materials, sample syllabi, common projects, essays, assignments, exams, and rubrics) as applicable.

*Denotes a required component of Ohio Revised Code Chapter 3365.

- Ensure expectations and protocols are in place regarding accreditation, faculty roles and responsibilities.
- Provide at least one, three-hour professional development session for high school faculty per school year*.
- Conduct at least one classroom observation per school year of each course offered through College Credit Plus. These visits will be scheduled prior to visiting the site*.
- Promote College Credit Plus opportunities on LCCC's website*.
- Annually coordinate with each school district partner to present at least one dedicated College Credit Plus event for students and parents*.

School District will:

- Send written notice of expulsion of any shared College Credit Plus students, including date of expulsion and expiration date to the School & Community Partnership Office via ccp@lorainccc.edu.
- Complete and submit attendance reports and student outcome assessments by the required deadlines.
- Assist in identifying district faculty who meet Ohio Department of Higher Education's academic credential requirements.
- Access and utilize LCCC's course management system (Canvas) to upload course materials and resources as well to provide current class status via the gradebook function.
- Assure school district faculty meet with LCCC faculty prior to course delivery and thereafter via phone, email, virtual platform, discussion board, in-person, etc.
- Provide support to LCCC in assuring the course deliverables as described in the Course Description with Student Outcomes (CDSO) document, including course rigor and depth, are achieved.
- Provide dedicated space for course delivery that supports the delivery of instructional programs and operational needs, including laboratory space with the appropriate equipment and consumables.
- Supply space for meetings, interviewing, and information sessions when appropriate.
- Provide computer technology access and connectivity as necessary as well as the school's external natted IP address if the school restricts cell phone access during the school day.
- Increase awareness of the college pathways through College Credit Plus and the MyUniversity Guarantee.

Together we will:

- Develop and/or update pathways that must be published as part of the school district's official course offerings*. A minimum of two pathway opportunities through College Credit Plus will be created.
 - One where a student can earn 15 transcribed credits
 - One where a student can earn 30 transcribed credits

*Denotes a required component of Ohio Revised Code Chapter 3365.

- Develop and publish pathways aligned to in-demand career and technical certificates and degrees.
- Develop and publish pathways to college career-technical certificates with embedded industry-recognized credentials that connect to associate degrees at LCCC and other colleges.
- Develop and publish pathways to the MyUniversity Guarantee, connecting students to bachelor's degree opportunities through the University Partnership will also be developed and published.
- Meet all the requirements of the Ohio Revised Code, Chapter 3365 which governs College Credit Plus.

Term

This Agreement shall be re-evaluated and renewed yearly. It can be modified in writing by mutual agreement of partners and can be terminated by either party upon a six-month written notice of such intent to the other party.

This Agreement will be effective on July 1, 2026 - June 30, 2027.

For Lorain County Community College

1005 Abbe Road North, Elyria, OH 44035



1/5/2026

Jonathan M. Volpe, MBA
Vice President for Administrative Services/Treasurer

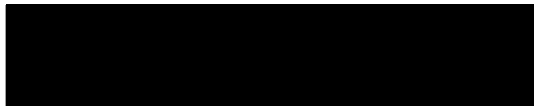
Date

For Wadsworth City Schools

524 Broad, Wadsworth, OH, 44281

Douglas Beeman
Treasurer

Date



1/5/2026

Marcia J. Ballinger, Ph.D.
President

Date

Andrew Hill
Superintendent

Date

THOMARIOS

Wadsworth Intermediate School 5-6
Project Name

Hammond Construction
Customer

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LIMITED MATERIAL AND LABOR WARRANTY

Thomarios only warrants the following work or listed items: All paint work completed at Wadsworth Intermediate School Grades 5-6, in Wadsworth, Ohio these conditions, notwithstanding any contrary provisions in any other documents or Agreement. In the event Thomarios agrees that its work is defective in workmanship or material (if supplied by Thomarios), and written notice is provided within one (1) year from Thomarios' completion of its work, or by this date July 31, 2025, Thomarios agrees to replace, repair, or re-perform the defective area only. Customer specified materials shall only be warranted as provided by the material supplier.

The above warranty obligation is limited or conditioned as follows:

- a) Thomarios shall have the right, but not the obligation, to inspect its product application at any time during the above period, and repair or re-perform any portion of the work it desires.
- b) If full payment for Thomarios' work has not occurred, Thomarios' warranty repair obligation shall be null and void even though the warranty period shall continue to run toward expiration. If full payment is made subsequently during the warranty period, Thomarios shall repair or replace the original affected area. If additional repairs are necessary and have resulted from this period of delay, Buyer or Owner shall pay Thomarios for its additional labor costs and expenses occasioned thereby. *When Pre-Approved by Owner
- c) Buyer or the property owner shall provide free and clear access to Thomarios work for all required repair work. Thomarios work will be performed on a straight time labor basis.
- d) In addition to the above notice period, Buyer or Owner agrees to give Thomarios written notice within three (3) days of their awareness of any defective work or materials. If additional repair work is required as a result of a Buyer's or Owner's late notice beyond this three-day period, Buyer or Owner agrees to reimburse Thomarios for this additional work. *When Pre-Approved by Owner
- e) This Warranty does not cover damage or defects due to misuse, abuse, alteration of the work, weather, acts of God, vandalism, falling objects, animals, plant life, acts of Buyer, Owner, or any other third party not in privity with Thomarios, repairs by others, normal wear and tear, corrosion due to inherent design, or any cause beyond Thomarios' control.
- f) THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION IN ANY OTHER CONTRACT DOCUMENTS, THOMARIOS' SOLE WARRANTY OBLIGATION AND BUYER'S OR OWNER'S SOLE REMEDY SHALL BE THE REPAIR OR REPLACEMENT OF DEFECTIVE WORK DEFINED AND CONDITIONED ABOVE.
- g) NOTWITHSTANDING ANY OTHER PROVISION IN THIS CONTRACT, IN NO EVENT SHALL THOMARIOS BE RESPONSIBLE OR LIABLE FOR LOSS PROFITS, INCREASED COSTS OR EXPENSES, OVERHEAD OF OTHERS, DELAY DAMAGES OR CLAIMS BY BUYER, OWNER, OR ANYONE ELSE UNLESS LIQUIDATED AT TIME OF CONTRACT, INTEREST, COST OF MONEY, OR CLAIMS OF ANYONE ELSE NOT IN PRIVITY (excluding accidental property damage or personal injury claims caused by Thomarios), OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE, SIMILAR OR DISSIMILAR TO THOSE ENUMERATED ABOVE, ARISING AT ANY TIME, WHETHER OR NOT SUCH CLAIMS ARE BASED IN CONTRACT, WARRANTY, TORT STRICT LIABILITY OR OTHERWISE.

Some states do not allow the exclusion or limitation of incidental or consequential damages in consumer transactions, so the above limitations and exclusions may not apply to you. This limited warranty gives you specific legal rights which may vary from state to state. This limited warranty comprises the entire warranty granted for the labor and material above listed and no oral or written representations made by any Thomarios agent or employee shall be binding on Thomarios unless specifically and expressly incorporated into this warranty provision.

THIS WARRANTY SHALL NOT BECOME EFFECTIVE UNTIL SIGNED AND RETURNED BY AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER.

Customer

Date

Chris Ploskunak, Vice President

1/15/26

Date

EDUCATION AFFILIATION AGREEMENT

This Education Affiliation Agreement (this "Agreement") is made as of this 5 day of January, 20 26 by and between Wadsworth City School District ("Affiliate") with its principal address at 625 Broad St. Wadsworth, OH 44281, and Miami University, an Ohio state-assisted institution of higher education, through its Department of EHS (the "University").

Recitals

- A. Affiliate and the University wish to form a relationship to provide educational experiences for one or more students enrolled at the University (the "Students").
- B. Affiliate is willing to allow Students access to its premises under the terms and conditions referred to herein ("Affiliate's Program"); and
- C. It is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided quality educational experiences at the Affiliate; and

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

I. OBLIGATIONS AND RIGHTS OF THE UNIVERSITY

- A. Prior to the start of each academic term (*i.e.*, fall, spring and summer terms) during the term of this Agreement, the University shall provide a written request to Affiliate for the number of Students that wish to utilize the Affiliate's Program. Affiliate agrees to accept the Students, subject to the availability of the Affiliate's personnel for teaching and supervision. The University shall ordinarily provide the Affiliate with the names of Students and dates of educational experiences at least thirty (30) days prior to the Students' arrival. The University does not guarantee that Students shall utilize Affiliate's Program during each academic term.
- B. The University and Affiliate shall not permit students to practice at the Affiliate's facility unless they are under the supervision of an instructor who is physically present, unless both parties hereto agree in writing that, due to unique circumstances, such physical presence is not required for a course of instruction in question.
- C. The University reserves the right to revoke any assignment prior to the Student's entry into the Affiliate's Program, or to withdraw the Student from the assigned educational experience when, in the University's judgment, the educational experience no longer meets the needs of the Student.

- D. The University shall apprise Students of the requirement to comply with all Affiliate rules and regulations while they are present on the Affiliate premises.
- E. The University shall inform Students that they shall receive no compensation or benefits of any nature directly from Affiliate for participation in the Affiliate's Program.
- F. University shall maintain professional and general liability insurance in minimum amount of One Million dollars (\$1,000,000) per occurrence/claim and Three Million dollars (\$3,000,000) aggregate for its students, employees, directors, or officers to cover their acts or omissions which may impact this Agreement.

II. OBLIGATIONS AND RIGHTS OF THE AFFILIATE

- A. So long as the University and Students fulfill each of the obligations contained herein, Affiliate shall allow Students access to its premises.
- B. To the extent possible, Affiliate shall exert its best efforts to maximize the quality of the educational experience of all students.
- C. Affiliate shall schedule adequate staff to provide the necessary level of care for its patients and shall not rely upon Student participation in determining staffing levels.
- D. Affiliate shall, at all times and in all situations, maintain the ultimate responsibility and authority regarding patient care.
- E. Affiliate shall provide the Students with access to first aid, emergency care and medical assessment for illness, accidents or incidents which occur on Affiliate property and which require immediate attention. The Student shall be responsible for the cost of any such care. The Affiliate agrees to notify the University and, if appropriate, the Student's parents, guardian, or next of kin, in case of an emergency medical situation.
- F. The Affiliate will provide the physical facilities and learning opportunities necessary for the educational experience and will provide the University with facility information as required by the University to maintain program accreditation.
- G. Affiliate will inform the University immediately when a Student is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the Affiliate. If the Affiliate, at its sole discretion, determines that the continued presence of any student poses a threat to the welfare of any patient or employee, or is detrimental or disruptive to the performance of Affiliate's activities, said student's privileges of participating in this program at the Affiliate may be immediately suspended.
- H. Affiliate shall maintain professional and general liability insurance in minimum amount of One Million dollars (\$1,000,000) per occurrence and

Three Million dollars (\$3,000,000) aggregate for its employees, directors, or officers and represents that it requires its independent contractors to maintain adequate levels of insurance to cover their acts or omissions which may impact this Agreement.

III. MUTUAL OBLIGATIONS

- A. Affiliate and the University agree to cooperatively establish the learning objectives for the Affiliate's Program, devise methods for their implementation, and evaluate the effectiveness of the educational experience.
- B. Neither party shall use discriminatory practices in assignment, acceptance and evaluation of the Student. Students shall have equal opportunity without regard to race, color, creed, religion, national origin, gender, age, disability, and marital status. Both parties will, in the performance of this Agreement, comply with all applicable laws, rules, regulations, and orders regarding equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.
- C. Both parties shall maintain the confidentiality of Student records and performance and all patient information.
- D. Both parties expressly acknowledge that the Student is not an employee of the Affiliate, and that the Affiliate is not the employer of the Student for the purposes of this Agreement.
- E. Affiliate acknowledges that University is not liable for the actions and omissions of the Student. Affiliate shall be responsible for obtaining the signed consent from the Student to any terms and/or conditions that Affiliate wishes to impose on the Student which are not set forth herein.

IV. TERM AND TERMINATION

- A. The initial term of this Agreement shall begin on _____, 20 , and terminate on _____, 20 . ~~This agreement will automatically renew for one-year terms unless otherwise terminated as provided herein.~~
- B. This agreement may be terminated at the will of either party by giving thirty (30) days written notice to the other, provided that Students who are currently in a rotation at Affiliate be allowed to complete that rotation without interruption.

V. MISCELLANEOUS

- A. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of Ohio without giving effect to its conflict of laws provisions.
- B. Any litigation relating to this Agreement shall be venued in a court of competent jurisdiction in Ohio. The parties consent to the personal jurisdiction of that court.

C. This Agreement may not be amended, modified, or otherwise affected except by written document signed by both parties hereto.

D. The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that it may have for any subsequent breach, default or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.

E. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of it.

F. The Agreement set forth in this document is the entire Agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.

G. The parties shall be independent contractors and nothing in this Agreement shall be construed to make either of the parties or any of their employees, an employee of the other party. No party shall exercise any control over the manner or means by which any other party or its employees perform services under this Agreement. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

IN WITNESS WHEREOF, the parties hereto set their hand

below. MIAMI UNIVERSITY

AFFILIATE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO	
CUSTOMER NAME Wadsworth City School District - Administration			CUSTOMER NAME Wadsworth City School District - Administration				
ADDRESS 524 Broad St			ADDRESS 524 Broad St				
CITY, STATE ZIP Wadsworth, OH 44281-2306			CITY, STATE ZIP Wadsworth, OH 44281-2306				
PRIMARY CONTACT PERSON PHIL LUTHMAN	PRIMARY PHONE NUMBER 3303351406	PRIMARY EMAIL PLUTHMAN@WADSWORTHSCHOOLS.ORG	BILL TO CONTACT PERSON PHIL LUTHMAN	BILL TO PHONE NUMBER 3303351406	BILL TO EMAIL PLUTHMAN@WADSWORTHSCHOOLS.ORG		
SALESPERSON Lucas Melrose	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20427032	SERVICE CONTRACT ☐	MPS CONTRACT ☐			
CASH AMOUNT \$1,755.00		MONTHLY SERVICE PAYMENT N/A		MONTHLY MPS PAYMENT N/A			
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE							

PRODUCTS				
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)				

☒ SEE PRODUCT SCHEDULE (SCHEDULE A) ☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL	
		SPECIAL SERVICES FEES	\$0.00
NOTE / ADJUSTMENT DETAILS			
		OTHER ADJUSTMENTS	\$0.00
CONTRACT TYPE		EFFECTIVE DATES	
☒ CASH SALE ☐ LEASE	☐ RENTAL ☐ MAINTENANCE ONLY	TERM IN MONTHS 12 Months PROPOSED START DATE Actual start date based on delivery or lease commencement.	
CONTRACT TERMS		NOTES	
SERVICE ☐ ☐ ☐ ☐	MPS ☐ ☐ ☐ ☐	All parts, labor, drums and supplies; excluding paper and staples All parts and labor, including drums; excluding supplies, paper, and staples Remote Solve Opt-Out Includes other (indicate)	

REMOTE SERVICE TECHNOLOGY null: 0 Devices Covered					
TECHNOLOGY CONTACT PERSON PHIL LUTHMAN		TECH PHONE # 3303351406		TECH EMAIL PLUTHMAN@WADSWORTHSCHOOLS.ORG	
PRIMARY METER CONTACT PHIL LUTHMAN		METER PHONE # 3303351406		METER EMAIL PLUTHMAN@WADSWORTHSCHOOLS.ORG	
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐	SEE SOW FOR DETAILS	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)					

CUSTOMER ACCEPTANCE	
By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.	
AUTHORIZED CUSTOMER SIGNATURE: _____ SIGNER'S NAME (PRINTED): _____ COMPANY SALES: _____	TITLE: _____ DATE: _____ DATE: _____

Sales & Service Terms and Conditions

1. **Definitions.** The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease;

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or

d) AN ACQUISITION OF SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs or Schedules attached hereto. Payment terms for Services shall be in accordance with Section 7, below.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified by Customer on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation; (d) software or connected hardware; (e) hard drive replacement; (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter, Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the unconnected device charge outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for twelve (12) months. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) **Black Image:** for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) **Color Image:** for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g., 8.5 x 14 in is NOT oversize (119sq. in)); (c) **Color Large:** for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) **Black and Color Extra Long:** for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor(s) to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Customer is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its Licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

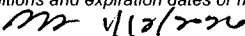
MM 1/10/2020
Per our previous agreement, Brad signed for me
MM 1/10/2020

PRODUCT SCHEDULE (SCHEDULE A)

This Product Schedule/Schedule A is attached to and becomes part of the Agreement.

PRODUCTS										
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	LOCATION	METER POOLS	PRICE	TOTAL PRICE
1	XEROX VERSALINK C405-CPO - W/ 500 SHEET ADDED TRAY, STORAGE CABINET STAND, RFID READER	XEROX VERSALINK C405-CPO - W/ 500 SHEET ADDED TRAY, STORAGE CABINET STAND, RFID READER					WADSWORTH CITY SCHOOLS 332 COLLEGE ST MAINT OFC WADSWORTH, OH 44281	N/A	\$1,755.00	\$1,755.00
1	XBS Pro Services	XBS Pro Services					Wadsworth City School District - Administration 524 Broad St Wadsworth, OH 44281-2306	N/A	Included in Total	Included in Total
1	Adding QTY 1 to Existing QTY 48 devices. PaperCut MFD Emb, Xerox, EduGov, 25-49, per device	Adding QTY 1 to Existing QTY 48 devices. PaperCut MFD Emb, Xerox, EduGov, 25-49, per device					Wadsworth City School District - Administration 524 Broad St Wadsworth, OH 44281-2306	N/A	Included in Total	Included in Total
1	Prorated support for Add On to align with expiration date.	Prorated support for Add On to align with expiration date.					Wadsworth City School District - Administration 524 Broad St Wadsworth, OH 44281-2306	N/A	Included in Total	Included in Total
1	Prorated support for Add On to align with expiration date.	Prorated support for Add On to align with expiration date.					Wadsworth City School District - Administration 524 Broad St Wadsworth, OH 44281-2306	N/A	Included in Total	Included in Total
Subtotal									\$1,755.00	

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. ~~The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties~~  1/12/2020

AUTHORIZED CUSTOMER SIGNATURE:

TITLE:

SIGNER'S NAME (PRINTED):

DATE:

COMPANY SALES:

DATE:

13. **INTELLECTUAL PROPERTY.**

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice shall be effective two (2) days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

GCL Education Services, LLC.

LEAP Program

166 2nd Street N.W. Barberton, Ohio 44203

Phone: (234) 678-5488 **Fax:** (234) 678-5489 **Website:** www.theleaprogram.net

Day Treatment-Purchase Service Agreement 2025-2026 School Year

Student: [REDACTED]

THIS AGREEMENT is entered into between the **Wadsworth City Schools** (hereafter "the financially responsible District") and **GCL Education Services, LLC.** A special needs/ At risk Education Company, for the sole purpose of providing education services in accordance with placement at the "Leap Program" via The Village Network Residential Treatment Program.

WHEREAS, Ohio Revised Code 3323.08 authorizes a district or court to place a child in a private school or private residential treatment center.

WHEREAS, Student(s) from **Wadsworth City Schools** will be attending GCL Education Services, LLC. "Leap Program".

THE PARTIES AGREE AS FOLLOWS:

The above District will pay GCL Education Services, LLC. a per diem rate of **\$225** per student, after services rendered, including teacher in service and calamity days.

1. GCL Education Services, LLC. and the District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactor Evaluation, re-evaluations, current and past IEP'S, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for GCL Educational Services LLC. and/or the above school district to fulfill their educational obligations to the above identified student.
2. The above District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, GCL Education Services, LLC. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above-named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2025-2026 school year (6/1/26).
4. In the event the student's educational needs are no longer the financial responsibility of the above-named school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program. The above district will be invoiced monthly.

5. GCL Education Services, LLC. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified District.
6. GCL Education Services, LLC. ^{and} the above District will collaborate on the development of an IEP acceptable to all IEP team members and parties if applicable.
7. GCL Education Services, LLC. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from GCL Education Services, LLC. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/ or securing assistance from local law enforcement authorities. The above District will be promptly informed of such an event.
8. Additional Services, IE: Speech Therapy, Occupational Therapy, Physical Therapy and Psychological Services will be provided by an outside agency that will be billed separately.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____ Date: ____/____/____

GCL Education Services, LLC.
George Linberger: Leap President _____

Date: 1/8/26

Please send signed contract to
GCL Education Services, LLC.
166 2nd Street NW
Barberton, Ohio 44203 or email to:
mikaela@theleaprogram.net