

Chippewa School District
Board of Education Regular Meeting
Chippewa Jr/Sr High School Auditorium
Monday, October 10, 2022
6:00 PM

BOARD MEETING MINUTES

I. OPENING

A. Call to Order :: Moment of Silence :: Pledge of Allegiance

B. Present: Mr. DeAngelis, Mrs. Fenn, Mr. Golub, Mr. Hershberger, Mr. Schafrath

RESOLUTION 097-22

C. Upon consideration to approve the minutes from the September 12, 2022 regular meeting.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes

CARRIED

II. STUDENT RECOGNITION /STAFF RECOGNITION /INTRODUCTION OF GUESTS

A. **Introduction of Boy Scout Troop 123 (13 members)**

B. **Students of the Month**

Hazel Harvey

Kindergarten: Rocco LaMonica, Charlotte Pond

Grade 1: Mack Hartzler, Gabe Thomas

Grade 2: Gunnar Sayre, Bristol Woody

CIS

Grade 3: Naomi Browning, Weston Funk

Grade 4: Sophie Moore, Beckett Busson

Grade 5: Maya Lizarraga, Tommy Withem

Grade 6: Evie Scritchfield, Toby Steiner

JR/SR High School

Grade 7: Leina Tester

Grade 8: Kayla Moroschan

Grade 9: Emma Hughes

Grade 10: Zoey Lutz

Grade 11: Leah Gainer

Grade 12: Matthew Yeager

C. **Needle Mover – Matt Rodriguez**

III. CONSIDER APPROVAL OF DONATIONS

RESOLUTION 098-22

It is recommended that the Board of Education approves the following donation(s):

<u>Donor</u>	<u>Item</u>	<u>Value</u>	<u>Donated For:</u>
Aaron & Casey Conkle	Wilson Reading	\$500	Hazel Harvey/CIS

Motion to approve by Fenn and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

IV. PUBLIC PARTICIPATION – None

V. TREASURER'S UPDATE AND ACTION ITEMS

A. Treasurer's Comments

1. Pension Audit
2. Five Year Forecast
3. Star Ohio Interest Rate – Increase
4. Employee Count
5. Comments on Action Item #4 Below: Updated equipment, lower per page cost, one contract vs 5-6, savings of 100+ per month.

B. Action Items

RESOLUTION 099-22

1. Upon consideration to approve the September, 2022 unaudited financial report (copy on file at the Doylestown Public Library)

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 100-22

2. Upon consideration to approve the athletic invoice to HUDL for \$10,800.
See Exhibit A

Motion to approve by Hershberger and 2nd by Fenn

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 101-22

3. Upon consideration to approve the Sts Peter & Paul invoice for \$12,240.
See Exhibit B

Motion to approve by Fenn and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 102-22

4. Upon consideration to approve the 5 year lease/maintenance agreement, Option 2, with Xerox for printer capabilities throughout District , see Exhibit C

Motion to approve by Golub and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 103-22

5. Upon consideration to approve the 3 year agreement with Rea & Associates for agreed-upon audit procedures for review of annual Medicaid School Program Cost Reports. See Exhibit D

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 104-22

6. Upon consideration to approve the attendance of Jodie Hughes and Ira Hamman at the 2022 OAASFEP Fall Conference covering federal and state grants and ESSER Compliance. Conference date: October 23-25. 2022

Motion to approve by Fenn and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

VI. SUPERINTENDENT'S UPDATES

- A. Sunshine Fund – slide show
- B. Report Card Update – Matt Rodriguez

VII. SUPERINTENDENT'S AGENDA

RESOLUTION 105-22

- A) Upon consideration to approve the hiring of Katie Zollinger, as a Paraprofessional – Teacher Aide, one (1) year, 7 ½ hours daily, Step 0, per the OAPSE contract, retroactive to September 19, 2022

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 106-22

- B) Upon consideration to approve the hiring of David Maculaitis as the Head Baseball Coach at 10.5% per CEA contract

Motion to approve by Fenn and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

RESOLUTION 107-22

- C) Upon consideration to approve Transportation in Lieu for the 2022-2023 school year for 21 students at \$538.55 per student, not to exceed \$11,500.00

Motion to approve by Hershberger and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes CARRIED

RESOLUTION 108-22

- D) Upon consideration to approve the hiring of Jeff Hetsch, janitor, step 10, effective October 10, 2022, per the OAPSE contract.

Motion to approve by Hershberger and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes CARRIED

RESOLUTION 109-22

- E) Upon consideration to approve the hiring of Mikayla Deiotte, as a Permanent Substitute Teacher at 50 days, \$10,379.00 effective October 3 through December 16, 2022.

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes CARRIED

VIII. SUPERINTENDENT’S CONSENT AGENDA

RESOLUTION 110-22

- A) Upon consideration to approve the following resignations:
 - a. Kim Wyatt effective October 14, 2022

- B) Upon consideration to approve the transfer of Laura Klemp from BA to BA +150, step 7 per the CEA contract.

- C) Upon consideration to approve the following supplemental contracts for the 2022-2023 school year.

<u>Supplemental Name</u>	<u>Person</u>	<u>Percent</u>
Volunteer – MS Girls Basketball	Jamie Sammons	0%
Weightlifting	Brady Jones	11%

- D) Upon consideration to approve to hire the following as substitute classified workers per the substitute pay rate, pending BCI/FBI background checks:

- Joyce White
- Elizabeth Huffman
- Paige Bailey

- E) Upon consideration to approve to hire the following teacher substitutes, per the substitute pay rate, pending BCI/FBI background checks:

- Casey Conkle
- Savannah Porter

F) Upon consideration to approve to hire the following non-bachelor teacher substitute, per the substitute pay rate, pending BCI/FBI background checks:

- Joyce White
- Elizabeth Huffman
- Paige Bailey

Motion to approve by Fenn and 2nd by Schafrath

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

IX. NEW BUSINESS – None

X. EXECUTIVE SESSION

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

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

NOW, THEREFORE BE IT RESOLVED that the Chippewa Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s): A-2, B & E as listed above

Motion to approve by Hershberger and 2nd by Golub

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

Time: 6:43 pm

XI. MOTION TO ADJOURN

Motion to adjourn by Hershberger and 2nd by Fenn

Roll Call: DeAngelis yes, Fenn yes, Golub yes, Hershberger yes, Schafrath yes **CARRIED**

Time: 7:33 pm

NOTE: The next Regular Meeting will be held on November 21, 2022 beginning at 6:00 PM.

Exhibit A



Invoice
INV01371248

Remit payment to:

All other mail:

Hudl
29775 Network Place
Chicago, IL 60673-1775 USA
Hudl's W9: hudl.com/p/w9
billing@hudl.com

Hudl
600 P Street, Suite 400
Lincoln, NE 68508 USA

Invoice Date: 09/01/2022

Due Date: 10/01/2022

Payments via ACH

Please include your invoice number in the transaction details field to ensure proper credit to your account (INV01371248).
Send all payment remittance emails to USAccountsReceivable@hudl.com.

Bank Name: JP Morgan Chase
Bank Address: 42 Broadway
New York, NY 10004
Account Name: Agile Sports Technologies, Inc.
Account Number: 659831215
Routing Number: 111000614

To: **Chippewa Board of Education**

56 N. Portage St
Doylestown, Ohio 44230
United States

PO# 23000481
OK to pay
CJH
9.27.22

All amounts are in USD

	Subscription Dates	Unit Price	Row Total
Hudl AD Package	10/01/2022-09/30/2023	10,800.00	10,800.00
		Sales Tax	0.00
		Total	10,800.00
		Balance	10,800.00

Notes

The package above was developed exclusively for Chippewa High School and reflects the following:

- Focus Exchange Network
- Focus Indoor
- Focus Outdoor
- Hudl | American Football | Mens | Gold
- Hudl | Baseball | Mens | Silver
- Hudl | Basketball | Mens | Silver
- Hudl | Basketball | Womens | Silver
- Hudl | Soccer | Womens | Silver
- Hudl | Softball | Womens | Silver
- Hudl | Track & Field | Mens | Silver
- Hudl | Track & Field | Womens | Silver

Chippewa Local Schools

56 North Portage Street
 Doylestown OH 44230
 Phone: 330-658-6700

PURCHASE ORDER NO. 23000481

PAGE NO. 1

PO no. must appear on packages & invoice
 Shipments must be sent freight prepaid.

VENDOR 10020
 HUDL AGILE SPORTS TECHNOLOGIES INC
 600 P STREET STE 400
 LINCOLN NE 68508

SHIP TO
 CHIPPEWA JR/SR HIGH SCHOOL
 466 S PORTAGE ST
 DOYLESTOWN OH 44230
 ATTN: MIKE BOHLEY
 chip_invoices@tccsa.net

GJM

ORDER DATE: 09/27/22		BUYER: CRYSTAL HERSHBERGER		REQ. NO.: 00010588	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: AD PACKAGE 1 YEAR CONTRAC	
ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		AD PACKAGE 1 YEAR CONTRACT FOR ALL SPORTS 10/1/22-9/30/23	10800.0000	10,800.00
ACCOUNT				AMOUNT	PROJECT CODE
01	300990N459030000 516		10,800.00		
				PAGE TOTAL \$	10,800.00
				TOTAL \$	10,800.00
It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in process of collection to the credit of the funds of the board of education free from any obligation or certification now outstanding.					

Jan D. Hammer
 Treasurer, Board of Education

Todd L. Osban
 Superintendent

Exhibit B

Viva Spanish Language Programs
4074 Erie St, Suite 3
Willoughby, OH 44094
(440) 477-9094
sbertagnolli@vivaspanish.com



BILL TO

Sts. Peter and Paul: Sts. Peter and Paul School - AUX
56 N. Portage St.
Doylestown OH 44230

INVOICE 1517

DATE 09/26/2022 TERMS Net 30

DUE DATE 10/26/2022

P.O. NUMBER

23000422

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	22-23 Digital Program	School year 2022-23	1	11,608.33	11,608.33
	Workbooks 22-23	School year 2022-23	43	11.00	473.00
	Shipping 21-22	School year 2021-22	43	1.35	58.05

TOTAL DUE

\$12,139.38

Chippewa Local Schools

56 North Portage Street
 Doylestown OH 44230
 Phone: 330-658-6700

PURCHASE ORDER NO. 23000422

PAGE NO. 1

PO no. must appear on packages & invoice
 Shipments must be sent freight prepaid.

VENDOR
 10290
 GBR PROGRAMS INC
 38033 EUCLID AVE STE T13
 WILLOUGHBY OH 44094

SHIP TO
 SAINTS PETER & PAUL SCHOOL
 169 W CLINTON ST
 DOYLESTOWN OH 44230

ATTN: STEPHANIE CASTO ✓ *9.21.22*
 chip_invoices@tccsa.net

ORDER DATE: 09/21/22	BUYER: STEPHANIE.CASTO	REQ. NO.: 00010405	REQ. DATE:
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TERMS: NET 30 DAYS	F.O.B.:	DESC.: FY23 VIVA SPANISH PROGRAM
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ITEM	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	FY23 VIVA! SPANISH PROGRAM PROGRAM AND WORKBOOKS ***SEE ATTACHED QUOTE***	11608.3300	11,608.33
02	1.00	LOT	FY23 VIVA! SPANISH WORKBOOKS ***SEE ATTACHED QUOTE***	473.0000	473.00
03	1.00	LOT	SHIPPING AND HANDLING	58.0500	58.05

ITEM	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	12,139.38
				TOTAL \$	12,139.38

01	4019023326080000	525	11,608.33
02	4019023326080000	511	473.00
03	4019023326080000	511	58.05

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in process of collection to the credit of the funds of the board of education free from any obligation or certification now outstanding.

Jan B. Hansen
 Treasurer, Board of Education

Todd L. Osban
 Superintendent

September 23, 2022

Ira Hamman

Treasurer

Chippewa Local Schools

56 North Portage Street,

Doylestown, OH, 44230

Drexel Weber II

ComDoc/MTB/Xerox

Dear Ira Hamman,

Our proposal to supply a document solution

Further to our recent discussions, I am pleased to enclose our proposal to provide your school district with our recommended document solution. I have suggested this particular system because I believe that it fully meets your stated requirements while offering:

- The power and performance you need to satisfy your staffs document requirements now and in the future
- Superior quality output with every job
- An ease of use, versatility and built-in reliability that will enhance productivity throughout the workgroup
- Improved cost control and easy device management
- Excellent security

Ira - I hope that the proposal meets with your satisfaction and I look forward to continuing to support Chippewa Local Schools in the future. In the meantime, if you have any questions or if anything is unclear then please contact me or any member of my team.

Yours sincerely,

Drexel Weber II – Sales Supervisor/Named Accounts

Our understanding of your requirements

Further to recent discussions, we understand that you would like to bring about improvements to the way that you work with documents in your organization. Specifically, you have indicated that:

1. The current D95 models the school has had for the 2019-2021 school years have become unreliable and needs replacing due to the age and lack of supply.
2. The current D95 models have had an extreme volume pushed to them with upwards of 80,000 prints a month and are being pushed to their limits. When one of the D95 devices goes down for service, the staff is unable to print and supply their students with the material needed for in class work and homework. With the amount of volume being printed, the idea of redundancy would be extremely beneficial so that if one device is down, the staff can continue to use the back up while waiting on service. The staff can also now utilize 2 devices to mitigate the amount of volume on just one device.
3. You would like to update some of the HP devices with newer Xerox devices to avoid disruption from supply chain issues all while eliminating the HP devices that are not needed in certain areas.
4. Members of your team often deal with sensitive information, which means that good security is essential.
5. You would like to be able to accurately monitor and measure the daily usage of the MFP and its associated costs by user and/or workgroup.
6. You would like a Full Service Maintenance agreement with 24-hour hotline support.
7. You would like to achieve all this while staying around the same monthly payment as before.

Current Situation

Multiple Active Contracts:

- **M-CN00233-02** – GMA - (6) HP's, (5) Xerox C400's & (2) Xerox C405's -
 - AVG Monthly Volume – 5,041 B/W & 3,047 Color
 - Service Cost = \$298.36 per month

- **M-CN00680-02** – GMA – (2) HP's & (1) Xerox C405
 - AVG Monthly Volume – 326 B/W & 771 Color
 - Service Cost = \$134.46 per month

- **M-CN00681-02** – GMA – (1) HP & (1) Xerox C400
 - AVG Monthly Volume – 2,322 B/W & 715 Color
 - Service Cost = \$144.90 per month

- **M-CN00682-02** – GMA – (1) HP & (2) Xerox C405's
 - AVG Monthly Volume – 214 B/W & 137 Color
 - Service Cost = \$17.61 per month

- **M-CN00683-02** – GMA – (1) Xerox C405
 - AVG Monthly Volume – 413 B/W & 196 Color
 - Service Cost = \$42.88 per month

- **M-CN02524-01** – USB Lease – (1) Xerox C8055, (2) Xerox B8075's, (3) Xerox D95's
 - AVG Monthly Volume – 254,200 B/W & 1,181 Color
 - Service Cost = \$53.11 per month

Total AVG Monthly Volume = 262,516 B/W & 6,047 Color

Total AVG Monthly Service Cost = \$691.32

Total Lease Payment = \$5,144.53

Total Average Monthly Spend - \$5,835.85

Devices being removed from contract:

1. HP LaserJet 4200 – ID: Z7492 – Location: HS Room 226
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
2. HP LaserJet 4200 – ID: F4256 – Location: HS Room 243
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
3. HP LaserJet 4200 – ID: Z7694 – Location: Bus Garage
 - Address: 219 COLLIER DR, DOYLESTOWN, OH, 44230
4. HP LaserJet 4200 – ID: Z7491 – Location: HS Room 232
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
5. HP LaserJet 4200 – ID: Z7496 – Location: HS Room 201
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
6. HP LaserJet 4200 – ID: Z7493 – Location: HS Room 240
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
7. HP LaserJet 4200 – ID: Z7499 – Location: CIS Intermediate Front Office
 - Address: 100 VALLEY VIEW RD, DOYLESTOWN, OH, 44230
8. HP LaserJet CM1415fnw – ID: Z7506 – Location: Elementary Workroom
 - Address: 165 BROOKLYN AVE, DOYLESTOWN, OH, 44230
9. HP LaserJet MFP M426fdw – ID: Z7505 – Location: Elementary Workroom
 - Address: 165 BROOKLYN AVE, DOYLESTOWN, OH, 44230

Devices being replaced:

- Xerox B8075 – ID: F6984 – Location: Room 258 / **Replacement - Xerox B9100**
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
- Xerox D95 – ID: F8032 – Location: Hazel Harvey Elementary / **Replacement – (2) Xerox B9100's**
 - Address: 165 BROOKLYN AVE, DOYLESTOWN, OH, 44230
- Xerox D95 – ID: F8008 – Location: High School Room 213 / **Replacement – Xerox B9100**
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
- Xerox B8075 – ID: F0371 – Location: Office Work Room / **Replacement – Xerox B8170**
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
- Xerox D95 – ID: F8035 – Location: Workroom / **Replacement: (2) Xerox B9100's**
 - Address: 100 VALLEY VIEW RD, DOYLESTOWN, OH, 44230
- Xerox C8055 – ID: F0998 – Location: Board Office / **Replacement: Xerox C8155**
 - Address: 56 NORTH PORTAGE ST, DOYLESTOWN, OH, 44230
- HP LaserJet 4200 – ID: Z7501 – Location: CIS Intermediate Library / **Replacement – Xerox C400**
 - Address: 56 NORTH PORTAGE ST, DOYLESTOWN, OH, 44230
- HP LaserJet M608 – ID: Z7629 – Location: Board Office Upstairs / **Replacement – Xerox C405**
 - Address: 56 NORTH PORTAGE ST, DOYLESTOWN, OH, 44230
- HP LaserJet MFP M426fdn – ID: F2775 – Location: Food Service Office / **Replacement - Xerox C405**
 - Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
- HP LaserJet Pro M428f-M429f – ID: F4261 – Location: Bus Garage / **Replacement – Xerox C405**
 - Address: 56 NORTH PORTAGE ST, DOYLESTOWN, OH, 44230

Devices continuing to be supported on General Maintenance that Chippewa owns:

- (7) Xerox Versalink C405's
 - Locations:
 - Technology Office – Address: 100 VALLEY VIEW RD, DOYLESTOWN, OH, 44230
 - Guidance Office – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - Athletics Department Secretary – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - Bus Garage Supervisor's Office – Address: 219 COLLIER DR, DOYLESTOWN, OH, 44230
 - Front Office – Address: 100 VALLEY VIEW RD, DOYLESTOWN, OH, 44230
 - Main Office – Address: 165 BROOKLYN AVE, DOYLESTOWN, OH, 44230
 - (Missing Location)
- (6) Xerox Versalink C400's
 - Locations:
 - High School Room 246 – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - Principal – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - High School Room 204 – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - 2nd Floor Board Office – Address: 56 NORTH PORTAGE ST, DOYLESTOWN, OH, 44230
 - Athletic Director – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230
 - Room 202 – Address: 466 S PORTAGE ST, DOYLESTOWN, OH, 44230

Proposed Solution

Option A

ComDoc Document Management Lease Agreement – 60 month term

Lease Includes the following: (1) Xerox Versalink C400 with Productivity Kit, (3) Xerox Versalink C405's with Extra 550 sheet paper tray & Productivity Kit, (1) Xerox Altalink C8155 with Business Ready Booklet Maker Finisher & Fax Kit, (1) Xerox Altalink B8170 with Business Ready Finisher, (6) Xerox Primelink B9100's with 2 Tray High Capacity Feeders, Production finisher with Xerox Inserter & hole punch kit.

- All Hardware, Service, Maintenance & Supplies - *Excludes paper and staples*
- 255,357 B&W impressions monthly / 3,064,284 impressions annually
- B/W impressions made over 3,064,284 annually are billed @ 0.0038
- 1,181 Color impressions monthly / 14,172 impressions annually
- Color impressions made over 14,172 annually are billed @ 0.045
- Delivery, Implementation, Connecting & Full Product Training
- Newest technology available.
- ComDoc will buyout the current lease through USB once all equipment is returned and start the new agreement with XFS

Monthly Lease Cost – \$5,429.00 *(plus freight)*

This quote is valid until October 23, 2022 and is subject to change at that time.

Proposed Solution

Option B

ComDoc Document Management Lease Agreement – 60 month term

Lease Includes the following: (1) Xerox Versalink C400 with Productivity Kit, (3) Xerox Versalink C405's with Extra 550 sheet paper tray & Productivity Kit, (1) Xerox Altalink C8155 with Business Ready Booklet Maker Finisher & Fax Kit, (1) Xerox Altalink B8170 with Business Ready Finisher, (6) Xerox Primelink B9100's with 2 Tray High Capacity Feeders, Production finisher with Xerox Inserter & hole punch kit.

- All Managed equipment included in 1 contract
- All Hardware, Service, Maintenance & Supplies - *Excludes paper and staples*
- 262,806 B&W impressions monthly / 3,153,672 impressions annually
- B/W impressions made over 3,153,672 annually are billed @ 0.0038
- 7,098 Color impressions monthly / 85,176 impressions annually
- Color impressions made over 85,176 annually are billed @ 0.045
- Delivery, Implementation, Connecting & Full Product Training
- Newest technology available.
- ComDoc will buyout the current lease through USB once all equipment is returned and start the new agreement with XFS

Monthly Lease Cost – \$5,725.00 (plus freight)

This quote is valid until October 23, 2022 and is subject to change at that time.

Document Management Agreement

We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Legal Customer Name		Mailing Address	
City	County	State	Zip
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: _____

1. We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set off, counterclaim or deduction of any amounts whatsoever.

2. Minimum Monthly Payment: _____ Term of Agreement _____ Months

<p><u>Black Impressions</u></p> <p>Up to <u>0</u> black impressions per month</p> <p>Additional black impressions at \$ <u>0.00000</u> per impression.</p>	<p><u>Color Impressions</u></p> <p>Up to <u>0</u> color impressions per month</p> <p>Additional color impressions at \$ <u>0.00000</u> per impression.</p>
<p><u>Black Managed Print Impressions</u></p> <p>Up to <u>0</u> black MP impressions per month</p> <p>Additional black impressions at \$ <u>0.00000</u> per impression.</p>	<p><u>Color Managed Print Impressions</u></p> <p>Up to <u>0</u> color MP impressions per month</p> <p>Additional color impressions at \$ <u>0.00000</u> per impression.</p>

3. Equipment covered by this Agreement: _____

#VALUE!

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

SEE ATTACHED SCHEDULE A (Signed by Officer)

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: _____

X _____

(ComDoc Acceptance)

Dated _____, 20 _____

X _____

(Customer Acceptance)

(Printed Name)

(Title)

10/16

Document Management Agreement

Customer Name: _____

(Continued from page 1 of 3)

4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
5. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes (including estimated final-year personal property tax) and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees and estimated tax payments.
14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. **You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.**
15. **Default:** This Agreement may not be prepaid and is non-cancelable. If You do not pay any payment when due or if You break any of Your promises in this Agreement or any other agreement with Us or You make or have made any false statement or misrepresentation to Us, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. You consent to jurisdiction and venue of any state or federal court in Ohio or State of Our assignee's principal place of business, as elected by Us or our assignee, and waive the defense of inconvenient forum. **Both parties agree to waive their right to a jury trial.**
19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms. If any provision of this Agreement is deemed unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.
20. **USA Patriot Act Notice: Anti-Terrorism and Anti-Corruption Compliance:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who You control, own a controlling interest in, or who owns a controlling interest in or otherwise controls You in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither You nor any of Your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by Us in order to assist Us in maintaining compliance with anti-money laundering laws and regulations.

Customer Initials _____

Date _____

11/16

Document Management Agreement

Customer Name: _____

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. You agree that this Agreement includes managed print services ("MPS"). Customer Initials _____
 Printers will be identified on Addendum A. In order to add a printer to this Agreement, You will provide Us a printer configuration page which includes the printer model, serial number and current print meter. All like models will be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You will notify Us of any additional printers at Your site capable of using toner cartridges that We provide. In the event that a printer model is added, but the model is not a like model, You agree that We can add this printer at the current pricing levels in effect for that particular model.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.

IT Resource Name

IT Resource Email

IT Resource Phone Number

i. If You choose on-site installation, We will charge You \$ _____ for this service. _____ (Customer's Initials)

j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

Customer Initials _____

Date _____

12/16

Non-Appropriation Addendum
To Document Management Agreement No. _____

BETWEEN
COMDOC
AND

0

AS CUSTOMER

DATE OF DOCUMENT MANAGEMENT AGREEMENT: _____

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

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

If either sufficient funds are not appropriated to make contracted payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate on, and You shall not be obligated to make contracted payments under the Agreement beyond, the last day of the then- current fiscal year for which funds have been appropriated. Upon such an event, You shall, no later than the end of the fiscal year for which contracted payments have been appropriated, deliver possession of the Equipment to Us. If You fail to deliver possession of the Equipment to Us, the termination shall nevertheless be effective but You shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted payments thereafter coming due that is attributable to the number of days after the termination during which You fail to deliver possession and for any other loss suffered by Us as a result of Your failure to deliver possession as required. You shall notify Us in writing within seven days after Your failure to appropriate funds sufficient for the payment of the contracted payments or (to the extent required by applicable law) this Agreement is not renewed and attach evidence of such non-appropriation, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to You.

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

Sentence 6 in the last paragraph on page 1 is hereby amended and restated as follows: "You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and supersedes any purchase order, invoice, request for proposal or other related document and that they may be modified only by written agreement and not by course of performance."

Sentence 2 and 4 in the "Automatic Agreement Renewal" paragraph are hereby amended and restated as follows: "The written notice must be received at least 30 days prior to the expiration of this Agreement term." "If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the

Equipment after providing notice, this Agreement will automatically renew for succeeding month-to-month terms commencing at the expiration of the original term."

The "Indemnity" paragraph is hereby amended and restated as follows: "As between You and Us, and to the extent permitted by law and legally available funds, You shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that You shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after You have surrendered possession of the Equipment in accordance with the terms of the Agreement to Us or that arise directly from Our gross negligence or willful misconduct. This obligation will continue even after the termination of this Agreement."

Sentence 2 in the "Assignment" paragraph is hereby amended and restated as follows: "You agree that We may assign this Agreement without notice to or consent from You, and You waive any right You may have to such notice or consent."

Sentence 7 in the "Default" paragraph is hereby amended and restated as follows: If We refer this Agreement to an attorney for collection, You agree to pay, to the extent permitted by law and to the extent of legally available funds, Our reasonable costs of collections, including but not limited to attorney's fees and actual court costs."

Sentence 1 in the "Legal Venue" paragraph is hereby amended and restated as follows: "This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state where You are located."

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

This Non-Appropriation Addendum is hereby made a part of and incorporated into the Document Management Agreement referred to above as of this _____ day of _____, 20_____.

(ComDoc)

(Customer)

By: _____

By: _____

Title: _____

Title: _____

ComDoc Connect

Customer Information and Requested Services

Customer: 0 _____
 Address: 0 _____

Billing Phone Number: - _____

Network Administrator 0 _____

Admin. Phone Number - _____

Admin. Email Address 0 _____

Alternate Contact _____

Alt. Contact Phone Nbr _____

Authorized Signer _____

Authorized Signer Phone Nbr _____

ComDoc Prof. Services Engineer _____

Sales Rep 0 _____

Covered services (check ALL that apply)

Standard Network Print Connection
 Number of Workstations _____
 Operating System _____

Standard Scanning Option
 Number of Workstations _____
 Operating System _____

Scan to Email Scan to Folder

Fax Option (PC Fax) Internet Fax

List Equipment or Xerox Model Numbers: _____ (Attach separate sheet for additional locations.)

#VALUE!

Support Services

1. The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
2. **ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
3. ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
4. It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
5. **ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
6. **ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
7. **ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

ComDoc Agreement Clarifications

On-going ComDoc Connect support includes:

- Remote support for printing and scanning issues *
- Replacement of corrupted print and/or scan drivers
- Installation of firmware updates for connected product
- New version releases of print and/or scan drivers
- Support for configuration of multi-functional systems
- Installation and testing of system upgrades & software **

Customer Responsibilities:

- Maintain proper power and telephone line, if applicable
- Provide active network connection near equipment
- Provide all network cables
- Provide proper credentials for print/scan setup
- All computer & server data backups completed
- All updates and service packs to computers completed

* Onsite support may incur further costs

** System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

Covered Operating Systems and Applications

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

Miscellaneous Terms and Conditions

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

Confidentiality

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

ComDoc Connect Fees

ComDoc Connect Support Services rate

1st to 20th MFP Units	#REF!	@	\$100 per unit per year	=	#REF!
21st to 40th MFP Units	#REF!	@	\$90 per unit per year	=	#REF!
Additional MFP units at 41st +	#REF!	@	\$50 per unit per year	=	#REF!
			TOTAL	=	#REF!

Conclusion

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X

Date _____

Declined X

Date _____

ComDoc Connect has been explained and I/we understand the limitations of this agreement

ComDoc Officer Approval:

Date _____



Rea & associates *a brighter way*

September 30, 2022

Mr. Ira Hamman, Treasurer
Chippewa Local School District
56 North Portage Street
Doylestown, OH 44230

Dear Mr. Hamman:

This Arrangement Letter is to explain Rea & Associates, Inc.'s ("Rea", "we", "us", or "our") understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Chippewa Local School District (the "School") with respect to certain records and transactions of the School for the purpose of verifying data reported on the Medicaid School Program Cost Report. The School is responsible for the Subject Matter. The specific procedures to be performed are included in the following link:

<http://education.ohio.gov/Topics/Finance-and-Funding/Programs/The-Ohio-Medicaid-Schools-Program>

We are pleased to confirm our acceptance and our understanding of this agreed-upon procedures engagement by means of this letter ("Arrangement Letter").

Engagement Services

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Because the procedures included in the above link do not constitute an examination or review, the objective of which is the expression of an opinion or conclusion, respectively, we will not express an opinion or any other form of assurance thereon and if additional procedures were to be performed, other matters might have come to our attention.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. The following documents will be submitted to the School:

1. Agreed-Upon Procedures Report
2. Attestation of Findings
3. Medicaid School Program Cost Report – Original (Pre Agreed-Upon Procedures)
4. Medicaid School Program Cost Report – Final (Post Agreed-Upon Procedures)
5. T1 and T2 Reports, only if transportation is reported

Our report will contain a statement that it is intended solely for the use of the School, the Ohio Department of Medicaid and the Ohio Department of Education and should not be used by those who have not agreed to the procedures and taken responsibility for the appropriateness of the procedures for their purposes.

If circumstances arise relating to the condition of the School's records, the availability of appropriate evidence that, in our professional judgment, prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express our findings or issue a report, or withdrawing from the engagement.

Use and Ownership; Access to Documentation

The Documentation for this engagement is the property of Rea. For the purposes of this Arrangement Letter, the term “Documentation” shall mean the confidential and proprietary records of Rea’s procedures performed, relevant evidence obtained, other related workpapers, and conclusions reached. Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by Rea for the School under this Arrangement Letter, or any documents belonging to the School or furnished to Rea by the School.

Review of Documentation by a successor practitioner or as part of due diligence is subject to applicable Rea policies, and will be agreed to, accounted for and billed separately. Any such access to our Documentation is subject to a successor practitioner signing an Access & Release Letter substantially in Rea’s form. Rea reserves the right to decline a successor practitioner’s request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for the School, the School will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The attest documentation for this engagement is the property of Rea & Associates, Inc. and constitutes confidential information. However, we may be requested to make certain attest documentation available to the Ohio Department of Medicaid and or the Ohio Department of Education pursuant to authority given to each agency by law or regulation. If requested, access to such attest documentation will be provided under the supervision of Rea & Associate Inc.’s personnel. Furthermore, upon request, we may provide copies of selected attest documentation to Ohio Department of Medicaid and or the Ohio Department of Education. These agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. This being said, Rea & Associates, Inc. will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries. We acknowledge that Rea & Associates, Inc.’s personnel and principles have not been suspended or debarred.

Indemnification, Limitation of Liability, and Claim Resolution

Because Rea will rely on the School and its management to discharge the foregoing responsibilities, you agree to indemnify, hold harmless and release Rea and its partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the School’s management.

The School and Rea agree that no claim arising out, from, or relating to the services rendered pursuant to this arrangement letter shall be filed more than two years after the date of the agreed-upon procedures report issued by Rea or the date of this arrangement letter if no report has been issued. The School waives any claim for punitive damages. Rea & Associates, Inc.’s liability for all claims, damages and costs of the School arising from this engagement is limited to the amount of fees paid by the School to Rea & Associates, Inc. for the services rendered under this arrangement letter.

In no event shall Rea or the School, or any of their respective partners, principals, officers, directors, employees, affiliates, subsidiaries, contractors, subcontractors, agents, representatives, successors, or assigns (collectively, the “covered parties” and each individually, a “covered party”), be liable for the

and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the School or the School's customers or other third parties.

Each party agrees that it will not transmit to the other, in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

We will use all such School-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of School-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Arrangement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Arrangement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Arrangement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for the agreed-upon procedures we are to perform with respect to the Subject Matter, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Rea & Associates, Inc.

Confirmed on behalf of the School:

Ira Hamman, Treasurer

Date