



RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR WORK MEETING MINUTES
MARCH 28, 2022
7:00 P.M.

We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.

Mission: To prepare individual learners to navigate an evolving global community using 21st century competencies.

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:07 p.m. on Monday, March 28, 2022, by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Frank Barber, Jacky C. Brown, Sr., Linda Pliodzinskas, and Dr. Hugh Turner.

RESOLUTION NO 03-69-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to adopt the agenda as presented.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

SUPERINTENDENT'S REPORT

- **Championship Video** – Dr. Willis
- **General Updates** – Dr. Willis
- **Middle School & High School Presentation** – Marnisha Brown

TREASURER'S REPORT

- **General Updates** – Cooper Martin

RECOMMENDATIONS OF THE TREASURER

RESOLUTION NO 03-70-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the Erate contract with **NEOnet for Managed Internet Broadband Service** (\$13,770 per year) effective 7/1/2022-6/30/2025. This is a continuation of current services. **(ATTACHMENT#1)**

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 03-71-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to approve the Erate contract with **NEOnet to upgrade the Elementary School's Internal Service Connections**. (\$119,627.76) This will improve the wireless access for students to the internet for classwork and testing. The district Erate reimbursement is 80 percent. The district amount that will not be reimbursed is estimated to be \$23,925.55 **(ATTACHMENT#2)**

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 03-68-2022

Moved by Mr. Barber, seconded by Mr. Brown, to approve the agreement with the Auditor of State of Ohio's Local Government Services Department for preparing FY2022 financial statements in accordance with accounting principles Generally accepted in the United States of America. The cost is not to exceed \$10,500. **(ATTACHMENT #3)**

Roll Call: Ayes – Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

****Motion must pass by 2/3 aye vote (4 out of 5) vote to be ratified**

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED

RESOLUTION NO 03-72-2022

Moved by Dr. Turner, seconded by Mr. Brown, to employ the following certified personnel as a casual, day-to-day **substitute teacher**, at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04, pending completion of their personnel file.

- **Bonnie Solomon**

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 03-73-2022

Moved by Dr. Turner, seconded by Mr. Brown, to approve the **adjustment** of the organizational chart of the maintenance/custodial/cleaner/grounds department. This adjustment would include a full-time night custodian. The night custodian will be responsible for the set-up/tear-down of evening activities at the upper school with primary responsibility being the athletic complex.

Roll Call: Ayes – Dr. Turner, Mr. Brown, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

NEW BUSINESS

RESOLUTION NO 03-74-2022

Moved by Mr. Barber, seconded by Mr. Brown to introduce the following resolution and move its passage:

Whereas, Quentin Rogers has served as the part-time Athletic Director for the Richmond Heights Local District for the past 5 years, and;

Whereas, he has also served as the boys basketball head coach for those years, and;

Whereas, he has been honored as Coach of the Year by the Chagrin Valley Conference for the 4th straight year, as well as by the Ohio Prep Sportswriters Association, as well as by the Northeast Lakes All-District Coaches, and;

Whereas, the boys basketball team won its first state championship this year, and;

Whereas, Mr. Rogers was presented with a Senatorial Citation from State Senator Kenny Yuko which stated, among other things “This championship season demonstrates the commitment, dedication, and leadership of Coach Quentin Rogers..... “You have.... earned the respect of the Richmond Heights community and all of Ohio.”

Whereas, Mr. Rogers’ collegiate network has ensured that most of our senior athletes receive substantial assistance to attend college, and;

Whereas, the successes of the district’s athletic programs have re-energized the school community, reunited the residents of Richmond Heights, the municipal government and the schools around the common theme of Spartan Pride;

Whereas, Mr. Rogers has recruited new coaches to Richmond Heights to build a pipeline for the basketball program, to the extent that the Middle School Boys’ Basketball team won the CVC Championship and the Middle School Girls’ Basketball team was runner up in the CVC Championship this year, and;

Whereas, the athletic program has resurrected both baseball and football;

Therefore, be it resolved that the Richmond Heights Local Schools recognizes Quentin Rogers and provides a performance bonus of \$7,500 for the 2021-2022 school year.

Roll Call: Ayes – Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

EXECUTIVE SESSION

RESOLUTION NO 03-75-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to enter into executive session at 9:10 p.m., pursuant to ORC §121.22, for the purpose of:

- 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 of a public employee or official; or
 - 8. Investigation of charges/complaints against a public employee, official, licensee, or regulated individual (unless public hearing requested).
- B. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
- 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.
- Ⓔ** Matters required to be kept confidential by federal law or regulations or state statutes.
- F. Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items E. as listed above.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Brown, Mr. Barber, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

The board reconvened from executive session at 9:19 p.m.

ADJOURNMENT

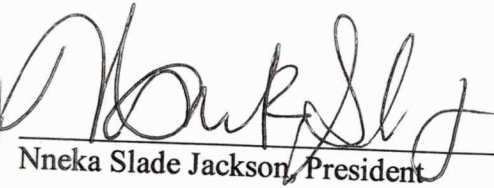
RESOLUTION NO 03-76-2022

Moved by Mr. Barber, seconded by Mr. Brown, to adjourn the meeting at 9:20 p.m.

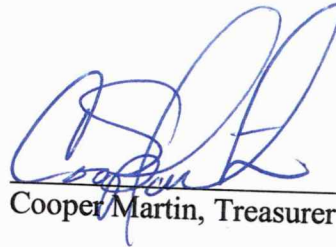
Roll Call: Ayes – Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.



Nneka Slade Jackson, President



Cooper Martin, Treasurer



MSA# 046599-MSA-2225

MASTER SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Master Service Agreement (the "MSA" or "Agreement") by and between Northeast Ohio Network for Educational Technology ("NEOnet" or "Provider"), an Ohio ITC under Ohio Revised Code §3301.075 organized as a regional council of governments under ORC Chapter 167 and Richmond Heights Local Schools ("Customer"), collectively referred to as the Parties, and is effective as of 07/01/2022, ("Effective Date")

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree that all applicable Services are provided according to the Definitions and General Terms and Conditions contained herein.

ARTICLE 1. DEFINITIONS

Agreement: The Master Services Agreement General Terms and Conditions, all Service Orders, RFPs and Proposals and any other documents, or other written sources incorporated or referenced therein that, together, are intended by the Parties to constitute the agreement between them.

Bandwidth Service Provider: Third party vendor sub-contracted by Provider to provide transport for contracted bandwidth.

Customer Demarcation Point: The physical location at which Provider terminates its equipment and makes the Services available for use by the Customer.

Effective Date: The date this Agreement and/or Amendments become binding and enforceable is upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below and any subsequent Amendment. If executed on different dates, then the latter date of execution becomes the Effective Date.

Licensed Software: Computer software or code provided by Provider or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Provider Equipment: Any and all facilities, equipment or devices provided by Provider at the Service Location(s) that are used to deliver any of the Services including, but not limited to, third-party transport equipment, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside wiring within the Service Location(s) shall not be considered Provider Equipment.

Network: Consists of the Provider Equipment, facilities, cable associated with electronics and other equipment used to provide the Services.

Service or Services: WAN service with or without Internet, Internet access service, Managed Internal Broadband Services ("MIBS"), internal connections equipment, BMIC or other communications services provided by Provider to Customer and described more fully in each Service Order.

Service Order: An agreement between the Parties to provide the Services to Service Location(s) submitted by Customer to Provider that includes Terms and Service Charges in addition to this MSA.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Service Orders. Customer shall execute and provide to Provider a Service Order to initiate Services to a Service Location(s), which will include scope, schedule and price. A Service Order shall become binding on the Parties when (i) it is specifically and explicitly accepted by Provider either by digital electronic signature or in writing by an authorized Provider representative, (ii) Provider begins providing the Services described in the Service Order or (iii) Provider begins Custom Installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. Customer, at no cost to Provider, shall secure and maintain all Site Access rights at all Service Location(s) for Provider to install and provide the Services. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Provider Equipment used to provide the Services within the Service Location(s).

2.3 Service Start Date. Upon installation, connection, testing and acceptance of the necessary facilities and equipment to provide the Services, Provider shall provide electronic notification to Customer that the Services are available for use, which date of electronic notification shall be called the "Service Start Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Billing Date shall not relieve Customer of its obligation to pay applicable Service charges.

The Term of Services under the MSA commences upon the Service Start Date and not the Effective Date.

2.4 Provider Equipment and Procedures. Provider Equipment is and shall remain the property of Provider regardless of where installed and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time, Provider may remove or change Provider Equipment, in its sole discretion, in connection with providing the Services. Customer shall not alter any Provider Equipment or permit others to do so and shall not use the Provider Equipment for any purpose other than that authorized by the Agreement. Customer is responsible for damage to, or loss of, Provider Equipment caused by its acts, omissions, fire, theft or other casualty unless caused by the gross negligence or willful misconduct of Provider. Customer agrees not to take any action that would directly or indirectly impair Provider's title to the Provider Equipment, or expose Provider to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Provider's discontinuance of the Services to the Service Location(s), Provider retains the right to remove the Provider Equipment at its own expense. To the extent Provider removes such Provider Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.5 Customer-Owned Equipment ("CE"). Provider shall have no obligation to install, operate, or maintain CE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of the CE. All CE and wiring that Customer uses in connection with the Services must be fully compatible with the Services, as defined by Provider. Neither Provider nor its employees, Affiliates, agents, or contractors will be liable for any damage, loss or destruction to CE, unless caused by the gross negligence or willful misconduct of Provider. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Provider's employees or authorized contractors when the difficulty or trouble report results from Customer-Owned Equipment.

2.6 Protection from Internet Vulnerabilities. Customer understands and agrees that use of the Service provides no protection from vulnerabilities of the Internet, such as, but not limited to, viruses and theft of computer data. Customer is solely responsible for protecting Customer-Owned Equipment from these vulnerabilities through use of such software as firewalls and virus protection. Provider reserves the right to suspend Customer's Service should Provider detect virus or other activities emanating from CE and that degrade Provider's Service provision.

2.7 Service Performance.

a) Responsibility: Customer understands that Provider does not own or control other networks outside of the Service, nor is Provider responsible for performance (or nonperformance) within such other networks or within non-Provider operated interconnection points between the Service and other networks. However, Provider will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.

b) Network Availability (Uptime Service Level Agreement): Provider is committed to providing Customer with maximum network service availability. Provider's Service Level Agreement ("SLA") is outlined in the Service Order(s). Provider reserves the right to modify the SLA from time to time.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement (the "Term") shall commence on the Effective Date and terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement.

3.2 Service Order Term and Renewal. The term of a Service Order shall commence on the Billing Date (Service Start Date) and shall terminate at the end of the stated Service Term of such Service. The Parties agree that the Service Order may be voluntarily extended on a multi-year, annual or month-to-month basis as set forth in the Service Order(s).

3.3 Changes to the Agreement Terms. Provider may change or modify the Agreement from time to time, as mutually agreed upon by the Parties, which change(s) shall be in the form of an Amendment. Such modifications or changes may include changes to Service Location(s), addition of Service Location, removal of Service Locations, service upgrades, and partial termination of sites. The Customer may upgrade and add additional sites without rebidding this Agreement in accordance with the terms of the Agreement. New sites must be identified in the FCC Form 470 to be E-rate eligible. Any Amendment to this Agreement will have a term that is coterminous with the Initial Term or Renewal Term.

ARTICLE 4. CHARGES, BILLING AND PAYMENT

4.1 Charges. Customer agrees to pay all Service Charges and Other Charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Provider. Customer agrees to be solely responsible to Provider for all charges set forth on the Service Order(s) for the duration of the Initial Term and any Renewal Term, as applicable. Services provided under this Agreement and Service Orders are not contingent upon the approval, denial and/or receipt of E-rate funding.

4.2 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s): (a) Provider may invoice Customer in advance on a monthly, quarterly, semi-annual, or annual basis for all monthly recurring Service charges and fees arising under the Service Order(s); and (b) all Other Charges will be billed monthly in arrears. Customer shall make payment to Provider for all invoiced amounts within 30 days after the date of the invoice. Any amounts not paid to Provider within such period will be considered past due. Customer is responsible for choosing SPI or BEAR invoicing methodology prior to the first invoice per E-rate requirements.

4.3 Taxes and Fees. Unless Customer provides Provider with certification of tax-exempt status, the Customer will pay all applicable local, state, and federal taxes or fees (however designated) assessed in connection with Customer's Services. Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

4.4 Other Government-Related Costs and Fees. Provider reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Provider pays the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Provider by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction as well as those that Provider is required to collect from Customer or to pay to others in support of statutory or regulatory programs.

4.5 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must submit a written claim, including all documentation substantiating Customer's claim, to Provider for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within 60 days after the dispute was submitted to Provider, all disputed amounts shall become immediately due and payable to Provider while negotiations or other permitted dispute resolution processes continue.

4.6 Past-Due Amounts. Late payments shall be subject to a service charge of one and one-half percent (1.5%) of any and all unpaid balance, unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above-described service charges.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER(S)

5.1 Termination for Cause. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Provider may, at its option, to terminate the Agreement; except that Provider will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Provider has reviewed the dispute and determined in good faith that the charge is correct. The Agreement may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.2 Early Termination Charges and Liability. If, after the Service Start Date, but prior to the end of the Initial Term or any Renewal Term, Customer terminates this Agreement in total or on a site-by-site basis for any reason other than Provider's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days, Customer shall pay immediately, in addition to all amounts payable by Customer in accordance with the applicable Service Order(s), to Provider one hundred percent (100%) of the remaining monthly fees all monthly recurring charges associated with the terminated Service(s) for the balance of the Initial Term or any Renewal Term and any outstanding non-recurring or special construction charges ("Termination Liability").

5.3 Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order for any reason: (i) Provider may disconnect the applicable Service; (ii) Provider may delete all applicable data, files, electronic messages, voicemail or other information stored on Provider's servers or systems; (iii) if Provider has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, Provider may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit Provider access to retrieve from the applicable Service Locations any and all Provider Equipment (however, if Customer fails to permit access, or if the retrieved Provider Equipment has been damaged and/or destroyed other than by Provider or its agents, normal wear and tear excepted, Provider may invoice Customer for the full replacement cost of the relevant Provider Equipment; and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Provider.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; DISRUPTION OF SERVICES

6.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY PROVIDER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE ENTIRE LIABILITY OF PROVIDER FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE PROVIDER EQUIPMENT SHALL IN NO EVENT EXCEED SIX (6) MONTHS OF THE MONTHLY RECURRING COST UNDER THE APPLICABLE SERVICE ORDER AT ISSUE. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT WITH RESPECT TO THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES,

PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4. IN NO EVENT SHALL PROVIDER, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS, THEFT, OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 Disruption of Service. The Services are not infallible and are not designed or intended for use in situations requiring uninterrupted performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Customer expressly assumes the risks of any damages resulting from High Risk Activities. Provider shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances.

6.6. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Provider and its Affiliates and agents is limited to the maximum extent permitted by law.

6.7. Provider reserves the right to discontinue Customer's access to Provider's Service and/or seek other legal or equitable relief for use of the Services that provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: (1) transmitting offensive or harassing statements; (2) developing and/or transmitting offensive or unlawful graphics; (3) transmitting sexual or ethnic slurs explicitly or as part of a joke; (4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or (5) permitting or encouraging unauthorized access to Provider's network and public networks including unauthorized access to the Internet.

6.8. Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Any filters or screening devices are limited to those in existence at the Effective Date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

ARTICLE 7. INDEMNIFICATION

7.1. To the extent allowed by Ohio law, Customer agrees to indemnify and hold Provider, its governing Board Members, Employees and/or Agents harmless from any claims, suits, liability, loss, expenses and/or damages sustained by any person for any reason of any act of Customer or its Users in their activities involving use of Provider's network.

7.2. Provider shall defend, indemnify, and hold harmless Customer and its officers, agents, employees and volunteers, from and against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or gross negligence of Provider or its officers, employees, agents, contractors, subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Customer. However, Provider shall have no obligation to defend or indemnify Customer against Claims caused by the active negligence, sole negligence, or willful misconduct of Customer.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order(s), Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software solely to the extent necessary to use the applicable Service during the Service Term. Provider and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Provider; or (ii) sell, lease, license, or sublicense the Licensed Software.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party; (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Monitoring. Provider assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation posting and/or transmission. However, Customer acknowledges and agrees that Provider and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Provider, or in emergencies when physical safety is at issue, and that Provider may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Provider shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall

indemnify, defend, and hold Provider and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Except as otherwise provided in this Agreement, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Provider Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("User"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Provider reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or any User, if Provider (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Provider's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believe that Customer's use of the Service interferes with or endangers the health and/or safety of Provider personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on Provider's web site(s) at www.neonet.org and are incorporated into this Agreement by reference. Provider's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other User's use or information. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students. Customer, therefore, will make no claim against Provider, regarding the use of the Service by Customer or Customer's Users, including transmission, accessing, downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal, or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Provider shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of Provider, and then to notify Customer of the action that Provider has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, adverse weather conditions, pandemics, vandalism, acts of terror, labor difficulties, supply failures, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of materials, or other causes beyond the Party's reasonable control. Either Party's invocation of this clause shall not relieve Customer of its obligations to pay for any Services actually provided. In the event such failure continues for 45 days, the other Party may terminate the affected Service(s), upon no less than 30 days prior written notice. A Force Majeure Event will not include an increase in prices or the denial, in whole or in part, of E-Rate Program funding for any Service.

11.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

11.3 Governmental Authorization. This Agreement is subject to all applicable federal, state, and local laws, and regulations, rulings, orders and other actions of any governmental entity or agency (collectively, "Rules"), including, but not limited to, the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio. If any such Rule adversely affects the Services or requires Provider to provide such Services in a manner other than in accordance with the terms of this Agreement, then Provider may, without liability to Customer, terminate the affected Service upon prior written notice to Customer.

11.4 Notices. All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt in each case as follows: (i) with respect to Customer, to the address set forth on the Service Order; or (ii) with respect to Provider to: Attn: Matthew Gdovin, Executive Director, NEOnet, 700 Graham Road, Cuyahoga Falls, Ohio 44221, or by email at gdovin@neonet.org. Each Party shall notify the other Party in writing of any changes in its address listed on the Service Order within 10 business days.

11.5 Entire Agreement and Understanding. The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Only specifically authorized representatives of Provider and Customer may agree to modifications to this Agreement or this Agreement's form. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

11.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation confidential information and data, representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

11.8 Choice of Law. The domestic law of the State of Ohio, without regard for its conflicts of laws provisions, shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third-Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

11.11 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.12 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state, and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement and Service Order(s).

11.13 Counterparts; Digital Signatures. This Agreement, Service Orders, and any amendments may be executed in any number of counterparts, each counterpart will constitute an original, and all counterparts together will constitute one agreement. This Agreement may be signed by any means producing a reasonably legible signature, a digital electronic signature, or digital copy of a signed signature page will be effective as an original.

IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood, and agreed to the terms of this Agreement, including Service Order(s), which are hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

NEOnet

Signature: _____

Name (printed) _____

Title: _____

Date: _____

Richmond Heights Local Schools

Signature:  _____

Name (printed) Cooper Martin

Title: Treasurer

Date: 3/28/2022



MANAGED INTERNAL BROADBAND SERVICES (MIBS) SERVICE ORDER

Customer: Richmond Heights Local Schools		
Service Start Date: 07/01/2022		
MSA#: 046599-MSA-2232		
Service Order#: 046599-MIBS-2225		
Provider Contact: Matt Gdovin	Email: gdovin@neonet.org	Phone: +13309263901
Customer Contact: Joy Howard	Email: howard.joy@richmondheightsschools.org	Phone:

Product name	Product or service description	Quantity	Sum
MIBS Service	NEOnet Managed Internal Broadband Service - Annual Cost	170	13,770.00

Additional wireless access points are \$81 each

Total (USD): 13,770.00

UPGRADE

Number of Add'l Access Points Allowed	Service	Price per each Leased Add'l Wireless Access Point
See Form 470	MIBS	\$81

TERM

1. This Service Order is effective for all MIBS services covered herein for the period of **07/01/2022 through 06/30/2025**, subject to voluntary extensions. The Services provided may be extended for up to 2 voluntary extension terms of 36 months each (each an "Renewal Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Renewal Term. Notwithstanding, the Customer may extend the Initial Term or any Renewal Term on a month-to-month basis, at Customer's sole option, to facilitate the transition of services.

CHARGES AND PAYMENTS

1. Charges for the e-rate non-discounted Services provided under this Agreement will be billed to Customer on an annual basis.

PROVIDER'S OBLIGATION

1. Provider will plan and coordinate all activities incidental to the implementation of the managed internal broadband service.
2. Provider shall furnish Customer managed internal broadband services including the lease, installation, operation, management, and monitoring of eligible broadband internal connections components, initial design configuration and integration of the wireless network. The Service shall be provided on a 24/7 per week basis.
3. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitors' policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

CUSTOMER'S OBLIGATION

1. Customer will assume all responsibilities for all local area networks (LAN). These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
2. Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the managed internal broadband service.
3. Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the hosted managed wireless service.
4. Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
5. Customer agrees not to resell any network services provided by Provider.

IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood and agreed to the terms of this Service Order, including the Master Services Agreement, which is hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board, if required.

CUSTOMER

PROVIDER

RICHMOND HEIGHTS LOCAL SCHOOLS

Northeast Ohio Network for Educational Technology

Printed Name of Customer

Printed Name of Provider

Signature of Authorized Customer Representative

Signature of Authorized Provider Representative

COOPER MARTIN / TREASURER

Printed Name and Title of Authorized Customer Representative

Printed Name and Title of Authorized Provider Representative

3/28/2022

Date

Date



INTERNAL CONNECTIONS EQUIPMENT SERVICE ORDER

Customer:	Richmond Heights Local Schools
Service Start Date:	04/01/2022
MSA#:	046599-MSA-2232
Service Order#:	046599-CAT2-2223

Provider Contact: Matt Gdovin	Email: gdovin@neonet.org	Phone: +13309263901
Customer Contact: Joy Howard	Email: howard.joy@richmondheightsschools.org	Phone:

CUSTOMER MUST CHOOSE ONE BILLING OPTION BELOW:

<input type="checkbox"/>	Billed Entity Applicant Reimbursement (BEAR)
<input checked="" type="checkbox"/>	Service Provider Invoice (SPI)

Product name	Product or service description	Price after discount	Quantity	Sum
C9200-48P-EDU	Catalyst 9200 48-port PoE+ only, K12	3,061.31	4	12,245.23
C9200-NM-4X=	Catalyst 9200 4 x 10G Network Module	1,075.35	2	2,150.70
C9200-NW-E-48-EDU	C9200 Network Essentials, 48-port license K12	602.20	4	2,408.78
C9200-STACK-KIT=	Cisco Catalyst 9200 Stack Module	705.53	4	2,822.13
STACK-T4-1M=	1M Type 4 Stacking Cable (9200)	107.54	1	107.54
C9120AXI-B	Cisco Catalyst 9120AX Series	865.87	50	43,293.60
SFP-10G-LR-A	10GBase-LR SFP+, 10km, 1310nm, LC, SMF	200.00	4	800.00
SMT1500RM2UNC	APC Smart-UPS 1500VA LCD RM 120V Network Card	1,438.89	2	2,877.78
UPS Installation	Assembly and rack installation of UPS.	125.00	2	250.00
Cabling				
Cat6 Cable Run	Install, terminate and test one Cat6 cable	240.00	200	48,000.00
3FT CAT6 Non-Booted Patch Cable	3 Foot CAT6 Non-Booted Patch Cable - Blue	1.60	200	320.00
7FT CAT6 Non-Booted Patch Cable	7 Foot CAT6 Non-Booted Patch Cable - Blue	2.26	200	452.00
Installation & Configuration				
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	375.00	4	1,500.00

Product name	Product or service description	Price after discount	Quantity	Sum
NEOnet AP Installation	NEOnet Access Point Installation	48.00	50	2,400.00
			Total (USD):	119,627.76

EQUIPMENT: This Service Order is for the purchase and installation of Category 2 internal connections equipment as set forth in the quote above incorporated herein. With Customer's written approval, products with same or greater functionality with equal funding may be substituted during the contract period in the event of upgrades and discontinuations, subject to USAC approval of requested service substitutions.

TERM: This Service Order is effective for the purchase of Internal Connections Equipment ("Equipment") as set forth in the Quote included herein for Funding Year 2022, subject to voluntary extensions. The Services provided may be extended for up to 2 voluntary extension terms of 12 months each (each an "Renewal Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Renewal Term.

OTHER TERMS

1. Customer agrees that Provider will only purchase and install the equipment upon receipt of a positive Funding Commitment Decision Letter from USAC, unless the Customer chooses to pay for the equipment upfront and seek reimbursement from USAC directly through BEAR reimbursement. Eligible equipment may be purchased and/or installed on or after April 1 prior to the beginning of the funding year. USAC will not disburse the funding until on or after July 1st of the funding year.
2. Customer agrees to ensure the timely backup, removal, protection and restoration, of any programs, data and removable storage media contained in the Equipment before rendering the Equipment for service and the restoration of all programs and data after the completion of service.
3. The quantities referenced in the quote are estimated to be the quantities needed. In the event a greater or lesser quantity is needed, the Customer reserves the right to increase or decrease the quantities as specified in the Customer's 470 and at the unit price set forth in Quote provided in response to the RFP, if applicable, and incorporated herein.
4. The make and models of all proposed equipment shall be included in the proposal to comply with E-Rate requirements. Products with same or greater functionality with equal funding may be substituted during the contract period in the event of upgrades and discontinuations, subject to the filing of a service substitution request by Customer.

IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood and agreed to the terms of this Service Order, including the Master Services Agreement, which is hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board, if required.

<u>CUSTOMER</u>	<u>PROVIDER</u>
RICHMOND HEIGHTS LOCAL SCHOOLS	
Printed Name of Customer	<u>Northeast Ohio Network for Educational Technology</u> Printed Name of Provider
_____ Signature of Authorized Customer Representative	_____ Signature of Authorized Provider Representative
<u>Cooper Martin / Treasurer</u> Printed Name and Title of Authorized Customer Representative	_____ Printed Name and Title of Authorized Provider Representative
3/28/2022 Date	_____ Date

OHIO AUDITOR OF STATE KEITH FABER



Local Government Services
88 East Broad Street, Fourth Floor
Columbus, Ohio 43215-3506
(614) 466-4717 or (800) 345-2519
ContactLGS@ohioauditor.gov

March 25, 2022

Mr. Cooper Martin, Treasurer/CFO
Richmond Heights Local School District
447 Richmond Road
Richmond Heights, Ohio 44143

Dear Mr. Martin:

This letter is to confirm our understanding of the terms and objectives of our engagement with the Richmond Heights Local School District and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software, Local Government Services (LGS) will compile, from information you provide, the annual financial statements of the Richmond Heights Local School District as of and for the fiscal year ending June 30, 2022, and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services (SSARSs) issued by the American Institute of Certified Public Accountants (AICPA).

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. LGS will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

LGS is not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing

Mr. Cooper Martin, Treasurer/CFO
Richmond Heights Local School District
March 25, 2022
Page 2 of 6

an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Our engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs: 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements; 2) The prevention and detection of fraud; 3) To ensure that the entity complies with the laws and regulations applicable to its activities; 4) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and 5) To provide us with documentation, and other related information that is relevant to the preparation and presentation of the financial statements; additional information that may be requested for the purpose of the preparation of the financial statements; and unrestricted access to persons within the Richmond Heights Local School District of whom we determine necessary to communicate.

As part of our engagement, LGS will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, or provide any assurance on them.

You agree to include our accountant's compilation report in any document containing financial statements that indicate that we have performed a compilation engagement on such financial statements and, prior to inclusion of the report, to ask our permission to do so.

The Richmond Heights Local School District remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the School District to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also the Richmond Heights Local School District's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the School District is fulfilling these responsibilities, the following safeguards will be observed. The School District will designate a management level individual

to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. The School District will provide documentation to support that individual's knowledge and capability to perform this function. This documentation may include education and training related to the matters covered in this engagement. We will meet with this individual periodically to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the School District:

1. Information required to confirm the appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Governing Board during fiscal year 2022;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all School District bank accounts as of June 30, 2022;
5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of June 30, 2022;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for each year;

7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of June 30, 2022;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately.
10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
11. All documentation necessary to determine reporting entity. If it is determined that the School District will be required to report a component unit, GAAP financial statements for the component unit must be provided in a timely fashion for preparation of the School District financial statements.
12. Information to support necessary modified accrual and accrual adjustments at June 30, 2022;
13. Information regarding transfers by fund including the amount and purpose for each transfer;
14. Required supplementary information; and
15. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The School District shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the School District must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the School District and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the School District in terms of resources, recordkeeping or other issues, the School District and LGS may collaborate on alternative methods of providing the School District's data to LGS without

Mr. Cooper Martin, Treasurer/CFO
Richmond Heights Local School District
March 25, 2022
Page 5 of 6

compromising the personal information on individuals served or employed by the School District.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

If for any reason we are unable to complete the compilation of the School District's financial statements, we will not issue a report on such statements as a result of this engagement.

It is estimated that 150 hours will be needed to complete this project for fiscal year 2022. Our fees for these services will be billed monthly to the School District at a rate of \$67 per hour, and the total cost is not anticipated to exceed \$10,050. If additional time or services should be necessary, we will notify the School District regarding any amendment to this contract that may be required.

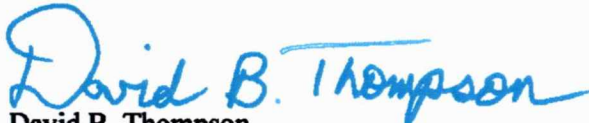
Upon a 30 day written notice, either party may terminate this Agreement for any reason. Such notice shall be sent by U.S. mail or by personal delivery to Auditor of State, Local Government Services Section, 88 East Broad Street, Fourth Floor, Columbus, Ohio 43215-3506. In the event of such termination, the Auditor of State shall be compensated at the contractually agreed-upon rate for any and all work done to the date of such notice.

Mr. Cooper Martin, Treasurer/CFO
Richmond Heights Local School District
March 25, 2022
Page 6 of 6

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than April 29, 2022. If we do not hear from you by April 29, 2022, we will assume that the School District does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Nita Hendryx, Chief Project Manager, at 1-800-345-2519.

Sincerely,

KEITH FABER
Auditor of State

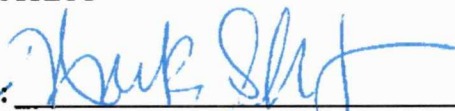

David B. Thompson
Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.

RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT

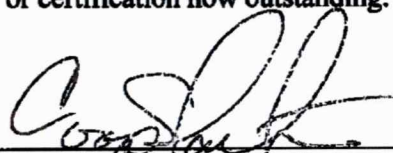
Date: 3/28/2022

Resolution No. 03-68-2022

By: 
Nneka Slade-Jackson, Board President

It is hereby certified that the amount of \$ 10,500 required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the General (001) Fund, free from any obligation or certification now outstanding.

Date: 3/28/2022


Cooper Martin, Treasurer/CFO

cc: Nita Hendryx, Chief Project Manager
Allen Allred, Chief Auditor