

**MARLINGTON LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
October 1, 2020 Meeting**

October 1, 2020

Electronic Remote Technology Meeting  
Regular Meeting Minutes

7:00 P.M.

**I. Call to Order: 7:00 p.m.****A. Pledge of Allegiance****B. Reading of Mission Statement – Mr. Josh Hagan**

In collaboration with staff, community, parents, and students, the Marlinton Local School District will develop lifelong learners who understand and apply knowledge, and demonstrate excellence in pursuing the highest standards with effective intervention to challenge every student.

**II. Roll Call**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting.

Carolyn Gabric	Present
Josh Hagan	Present
Karen Humphries	Present
Scott Mason	Present
Danielle Stevens	Present

**III. Adoption of Meeting Agenda – Mrs. Carolyn Gabric****A. Additions or Corrections****B. Recommend that the Marlinton Local Board of Education adopt the following agenda for the October 1, 2020 meeting.**

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	282-20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

#### IV. Public Participation

Persons wishing to present information or items to the Board shall submit a written statement, along with their names and directory information, in a WORD format to the Treasurer on or before 3:00 p.m. on the Friday prior to the regular meeting of the Board. The Treasurer shall then submit such timely written statements to each board member before the next regular meeting of the Board. At the next regular meeting of the Board, the Treasurer shall identify the name of each person who submitted a written statement and such written statement shall be entered into the minutes but not read aloud at the regular board meeting. There shall be no public participation at special board meetings.

No Public Participation requests received.

#### V. Special Presentations

##### A. Students of the Month

<u>Student Name</u>	<u>Award</u>	<u>Parents Name</u>
Ella Dipold	HS Elk Student of the Month	Dax & Maria Dipold
Brenden Hamilton	HS Elk Student of the Month	Curt & Gina Hamilton
Madelyn Bailey	MMS Student of the Month	Jerrid & Melinda Bailey
Jacob Dine	MMS Student of the Month	Richard & Karla Dine
Isaac Brusso	LEX Kiwanis Student of the Month	Marilyn Stanley & Jerry Fox
Michael Long	MARL Kiwanis Student of the Month	Ryan Long & Kathleen Long
Sam Valverde	WASH Kiwanis Student of the Month	Ruben Valverde & Amanda Valverde

Mrs. Gabric congratulated the students on behalf of the board.

#### VI. Old Business

None

#### VII. New Business

##### A. Discussion

**Facilities**      **Marlboro Storybook - Mr. Will Lytwyn**  
**Lexington Elementary/Washington Elementary/Other District**  
**Facility Updates - Dr. Michael R. Shreffler**

Guest Speakers and Presentation: Will Lytwyn (VP) and Scott Brennan (COO) from Plug Smart  
Scott Brennan presented an overview of the Marlboro project. He presented the scope of work, which included lighting, HVAC, and roof replacement. Interior lighting was retrofitted with LED tubes. The exterior replaced with new fixtures. Mr. Brennan stated existing VRF unit ventilators, indoor units, and AHU's with cooling and heating capabilities were installed. He stated the existing roof was removed and insulation and membrane installed for energy efficiency. Mr. Brennan presented a storybook image of the project.

Dr. Shreffler presented an overview of the needs for Marlinton facilities. Plugsmart estimated for remodeling Lexington and Washington is between \$4,067,321 - \$4,681,690 (plus asbestos abatement and miscellaneous updates). Lease purchase is an option, possibly at 2.2% with yearly payments of \$385,274 for 15 years or \$539,892 for 10 years. This includes finishing windows at Marlboro. Electronic access for HS and initial system is \$5,000 with additional buildings for \$10,000 (if doors are compatible). Dr. Shreffler stated \$80,000 to replace the existing phone system (outdated) and \$300,000 if a phone is placed in every classroom. Replacing LED lighting in the high school is \$182,797 - \$209,000 with a \$27,000 annual savings. Middle school is \$105,626 - \$121,000 with an annual savings of \$16,906. Dr. Shreffler stated the auditorium has the original seats, which need replaced and the HVAC needs work. General repairs for the HS Auditorium according to Plugsmart, is \$375,000 - \$440,000 for HVAC, RTUs and electrical upgrades. Dr. Shreffler suggested completing repairs to both elementary buildings this summer due to buying power, keeping local people working, and low interest rates. This will result in comparable elementary buildings. He stated a timeline of October 15 to discuss plans on moving forward, November 5 for final questions about the project scope, and November 19 for a board vote to move forward.

Mr. Hagan asked if the lease purchase is fixed or variable. Dr. Shreffler confirms it is a fixed rate. Mr. Hagan asked if the phone system is for all buildings. Dr. Shreffler confirms replacement of existing phones in all buildings but not adding classrooms phones. Mr. Hagan asked if the savings is in addition to the middle school. Dr. Shreffler and Mr. Lytwyn confirmed that the savings listed is in addition to the current savings.

Dr. Mason asked if the Plugsmart quote includes the Lexington foundation and septic system. Dr. Shreffler and Mr. Lytwyn stated these items are not included in the quote.

Mrs. Humphries believes supplementary repairs should be prioritized to the high school roof. She stated a concern for finances. Budgets need to be reviewed. Mrs. Humphries requested the exact amount for Marlboro repairs and a list of any additional needs for Marlboro such as windows and FABs. She stated a concern for utilizing the lease purchase option as well as the amount of interest, \$717,000, over 10 years. Mrs. Humphries stated the timeline may not allow for careful review of the 5-year forecast before committing to a decision.

Dr. Shreffler will provide the board with sound information on a lease purchase. He stated, if both buildings are to be done at the same time, the lease purchase would be the option available or a levy. Dr. Shreffler stated without hesitation a lease purchase due to unknowns for the Nexus pipeline funds.

Mr. Hagan stated that a financial update is needed to move forward due to the disparity between the last two forecasts. Mr. Hagan and Mrs. Stevens would like to see the 5-year forecast and hear the treasurer's opinion on financial status with the project.

Mrs. Gabric asked Dr. Main when the 5-year forecast would be available. Dr. Main stated the forecast will be presented on November 19<sup>th</sup>. Dr. Main stated the board will have the information to make a decision. Mrs. Gabric asked if Nexus funds for the remainder of the year are available. Dr. Main stated she will likely budget based on 90% of the current funding (1.4 – 1.6 million). Mrs. Gabric asked about the financial status of the previous HB264 energy upgrades. Dr. Main stated that the last payment is due 2024. She will provide more information. Mrs. Gabric stated that the board would prefer to move forward without a lease purchase; but, we also need to move forward with what is best for our buildings, students and staff. Mrs. Gabric asked if 10 years is the least amount of years for a lease purchase. Dr. Shreffler stated that this will be a discussion with the bank.

Mr. Hagan stated we currently have lease purchase agreements on smaller terms. Concerns for recent lease purchase discussions were around the consolidated elementary and the quantity of money in the lease purchase. He stated that lease amounts previously discussed for consolidation would be considered high risk with a much higher interest rate. This amount is much more manageable. Dr. Shreffler and Mrs. Gabric agree.

Mrs. Gabric asked for figures on savings for completing both buildings compared to interest costs. Mr. Hagan stated that Plugsmart could put the cost savings together. Mr. Lytwyn confirms that Plugsmart will develop and present the cost savings analysis. Mrs. Gabric thanked Dr. Shreffler for his work and report. Mr. Hagan stated that a timeline is needed for all the items listed. Mrs. Gabric thanked Plugsmart for the storybook presentation.

#### **B. Discussion of Board Committee Appointments – Mrs. Carolyn Gabric**

<u>Committee Name</u>	<u>Members</u>	<u>Chairperson</u>
Policy	Carolyn Gabric Josh Hagan	X
Curriculum	Karen Humphries Danielle Stevens	X
Finance	Carolyn Gabric Scott Mason	X
Building & Grounds	Josh Hagan Danielle Stevens	X
Extra-Curricular	Karen Humphries Scott Mason	X

#### **C. Stark County ESC Legal Services Resolution**

Recommend the motion that as part of the R.C. 3313.843(B)-(C) and R.C. 3313.845 service agreements, as well as the R.C. 3313.843(D) alignment agreements, the Stark County Educational Service Center Governing Board (“Stark County ESC”) offers legal services to all client and

aligned school districts including, but not limited to, the Marlinton Local School District Board of Education (“Board”) through a variety of resources to help the Board and Administration understand their responsibilities in an increasingly complex legal environment including, but not limited to, providing technical assistance and consultation services, up-to-date legal information on new and emerging school law and legal developments, customized workshops, and access to legal resources. To that end, nothing in Resolution No. 142.20 precludes either the Board and/or Administration from obtaining such legal services from the Stark County ESC within the scope of the Ohio Rules of Professional Conduct, R.C. 3313.843, R.C. 3313.845, and applicable laws.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	283-20		
Karen Humphries					x				
Scott Mason			x						
Danielle Stevens		x	x						

Mrs. Humphries stated an understanding of Mrs. Slick’s position that she does not need to provide updates due to a previous board decision. She stated her disappointment for the need to fix something that should not have needed fixed.

Mrs. Gabric stated that Marlinton has made changes, but our relationship with the Stark ESC will allow Dr. Shreffler to receive the updates and attend the meetings.

#### **D. Dukes Digital Handbook Amendment**

Recommend the motion to approve the Dukes Digital Handbook as amended and attached hereto and marked “Exhibit TTT”.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	284-20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

Dr. Shreffler commended Mrs. Sutton for her work on the Dukes Digital Handbook. He stated that 400 students attend Dukes Academy. There are not huge changes to the handbook.

### VIII. Treasurer's Agenda - Dr. Patty Main

#### A. Fund to Fund Transfer

Recommend the motion for a fund to fund cash transfer from 001 general fund to 070 Capital Projects-Nexus fund for FY20 in the amount of \$730,196.95 for May and \$111,807.10 for June, 2020.

Mrs. Gabric asked for clarification that these funds are only Nexus funds included in the transfers. Dr. Main confirms that only Nexus funds were transferred.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan	x		x			<b>Resolution No.</b>	285-20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens		x	x						

#### B. Fund to Fund Transfer

Recommend the motion for a fund to fund cash transfer from 001 general fund to 070 Capital Projects-Nexus fund for FY21 in the amount of \$842,004.00 for October, 2020.

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	286-20		
Karen Humphries			x						
Scott Mason			x						
Danielle Stevens	x		x						

Mrs. Gabric stated that a previous resolution was passed by the board two years ago for the transfer of Nexus to Fund 070. Additional action by the board needs taken to transfer the funds. Dr. Main stated that is correct.

#### C. Approval of Wifi Infrastructure Purchase

Recommend the motion to approve the district purchase of public wifi infrastructure (assess points) through Laketec, Quote 21138, in the amount of \$90,486.26, paid through the Broadband Grant as presented and marked "Exhibit UUU".

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan		x	x			<b>Resolution No.</b>	287-20		
Karen Humphries			x						
Scott Mason	x		x						
Danielle Stevens			x						

## IX. Personnel – Consent Agenda

### A. Classified Personnel

#### 1. Classified Resignation/Retirements

- a) Recommend the motion to amend the effective date of the retirement of Linda Karns, Lexington Elementary head cook, from December 31, 2020 to June 10, 2021.
- b) Recommend the motion to accept the retirement of Len Wartluft, head mechanic, effective March 19, 2021.
- c) Recommend the motion to accept the resignation of Kerrie L. Horning, bus driver, effective October 2, 2020.

#### 2. Classified Hires

Recommend the motion to hire the following with a one-year limited contract for the 2020-2021 school year, pending verification of satisfactory credentials, BCI and FBI checks as required:

**Name**

**Position**

Patricia Peterson

Bus Driver

## B. Classified Substitute List

Recommend the motion to hire the following individuals to be added to the Classified Substitute List for the 2020-2021 school year, pending verification of satisfactory credentials, BCI and FBI checks as required:

Jill Ginther  
Heather Rice

Pam Kraft

## C. Supplemental Employment for the 2020-2021 School Year

- Recommend the motion to hire the following, pending verification of satisfactory credentials, BCI and FBI checks as required and subject to the following: In the event (1) an athletic season is suspended/cancelled, (2) students do not participate in co-curricular/extra-curricular/pupil activity programs, and/or (3) individuals are not specifically assigned, in writing, by the Superintendent to perform supplemental duties under R.C. 3313.53, R.C. 3319.08(A), and applicable laws during the 2020-2021 school year; the Marlinton Local School District Board of Education (“Board”) hereby suspends any and all such supplemental contracts and directs the Treasurer to not make any payment whatsoever to any individual in connection with such supplemental contracts. Any individual who performs any supplemental duties in violation of this Resolution shall be deemed to have done so as a volunteer only and shall not be paid for any such volunteer services.

### Position

### Name

Basketball (Boys)  
Assistant (MS)

Clay Libertore (.66)

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan			x			<b>Resolution No.</b>	288-20		
Karen Humphries		x	x						
Scott Mason			x						
Danielle Stevens	x		x						

## **X. Announcements**

Mrs. Stevens thanked the staff for making the opening of Marlboro possible. She also recognized the great teaching from all staff in these uncertain times. Community members are grateful for how things are handled and the great teaching from our staff.

## **XI. Next Board of Education Meeting:**

Regular Meeting	October 15, 2020
	7:00 P.M.
	Electronic Remote Technology Meeting

## **XII. Marlinton In Motion – Opportunities for Improvement: Comments Moving Forward**

Mrs. Humphries stated that the community is asking about in person meetings. She stated that principals recognizing their students in person is valuable. Mrs. Humphries asked Dr. Main if we have received a bill from Attorney Markling. Dr. Main stated no additional bills were received. Mrs. Humphries asked that for the purpose of transparency and to track finances that the attorney bill monthly. Mrs. Humphries asked about a board resolution for a monthly bill.

Mrs. Gabric stated that her understanding is 10 people in face-to-face meetings. This would limit the meeting to board members and IT support. Mrs. Gabric would like to recognize our students in person once the restrictions are lifted.

Mrs. Gabric asked Dr. Main to reassure the board that processes are in place as well as follow-up procedures for vendors and invoices to eliminate board concerns. Dr. Main stated she will follow up with those billings. Mrs. Gabric asked Dr. Main if those actions are taken with all vendors or are certain vendors singled out. Dr. Main stated she will get back with that information.

Mrs. Humphries stated a concern for the amount of money involved which is a cost. Mrs. Gabric stated that we don't need to pay the bill until we receive it. Mrs. Humphries stated that improved transparency and responsibility for taxpayer dollars exists when billed monthly.

Mrs. Gabric stated her confidence in Dr. Main to reconcile invoices as she receives each one. Mrs. Humphries stated that Dr. Main is not involved with all transactions being billed by the attorney. Mr. Hagan asked if we can request more frequent billings to resolve this issue. Dr. Shreffler stated that requests were made about a month ago by Dr. Main. Dr. Main confirmed the request was made.

Dr. Mason asked for us to recognize the students virtually by sending the student and principal an invitation to the meeting. Dr. Shreffler confirmed that virtual recognition can be done. Dr. Mason asked about location of the virtual COVID dashboard for public viewing. Dr. Shreffler stated that the dashboard is found under the headings Parents and COVID on the webpage. This will also be posted on our Facebook page. Mr. Davis displayed the dashboard.

Mr. Hagan asked if an email has been sent to parents about the dashboard. Dr. Shreffler stated that an “all call” is planned to communicate this feature.

Mr. Hagan stated an improvement is needed in communication. Some parents receive texts regarding an email; however, the email is not received. Dr. Shreffler stated that parents should contact the building principal or his office to resolve these issues. Mrs. Sutton stated parents may forget to update their emails with the access center or home office. She suggested emails be updated on forms. Mr. Hagan asked if the change could be tested once a parent updates the email (automated test).

Mrs. Gabric stated to Dr. Shreffler that some community members would like to see our HS building shield restored or replaced. Dr. Shreffler will gather information on the shield.

Mr. Hagan stated that at least one parent was unable to gain additional information regarding a recent student trip. He stated the need for a discussion with principal and board approval of trips, even if the district is not transporting. He further adds this would prevent confusion in the future. Dr. Shreffler agrees that some discussion is needed. He will look at the board policy.

**XIII. Adjournment: 8:22 p.m.**

BOE Member	1st Motion	2nd Motion	Yea	Nay	Abst.		Approved	Not Approved	Table
Carolyn Gabric			x			<b>Final Resolution:</b>	x		
Josh Hagan			x			<b>Resolution No.</b>	289-20		
Karen Humphries		x	x						
Scott Mason			x						
Danielle Stevens	x		x						

\_\_\_\_\_  
 Carolyn Gabric, Board President

\_\_\_\_\_  
 Treasurer

# DUKES



## Digital Academy

MARLINGTON ONLINE SCHOOL

Handbook 2020-2021

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COVID-19 Restart Plan Edition

BOARD APPROVED ON:  
October 1, 2020



**MARLINGTON HIGH SCHOOL**

10450 Moulin Avenue

ALLIANCE, OH 44601

**PHONE:** 330.823.1300

**FAX:** 330.823.1644

**ASSISTANT SUPERINTENDENT/  
CURRICULUM DIRECTOR:** Carole Sutton

**DUKES DIGITAL ACADEMY DIRECTOR:** Mrs. Taylor Stanley

**WEB:** [www.marlingtonlocal.org](http://www.marlingtonlocal.org)

**EMAIL:** [t\\_stanley@marlingtonlocal.org](mailto:t_stanley@marlingtonlocal.org)

**PHONE:** 330-823-1300

**BOARD OF EDUCATION**

Mrs. Carolyn Gabric, Board President

Mr. Josh Hagan, Board Vice President

Mrs. Karen Humphries, Board Member

Dr. Scott Mason, Board Member

Mrs. Danielle Stevens, Board Member

**CENTRAL OFFICE ADMINISTRATION**

Dr. Michael R. Shreffler, Superintendent

Mrs. Carole Sutton, Assistant Superintendent

Dr. Patty Main, Treasurer

Mr. Dan Swisher, Special Services Director



## DEAR STUDENTS AND FAMILIES,

Welcome to Marlinton Local Schools' digital learning program, Dukes Digital Academy (DDA). Dukes Digital Academy is an online learning platform using Acellus instructional software. We are excited about this program and look forward to working with you as you embark on a new journey in education. This is a tuition-free program for grades K-12. In Marlinton Local Schools, we strive to provide a High Quality Education with the expectation that ALL children will succeed. One of the ways we accomplish this expectation is by providing additional curriculum options for personalized learning opportunities. We believe that our digital school will give your child a new opportunity to succeed.

### BY ENROLLING IN THE DUKES DIGITAL ACADEMY PROGRAM, YOUR CHILD HAS THE OPPORTUNITY TO:

- Receive monitoring and assistance (in person when necessary) provided by highly qualified teachers.
- Receive a Marlinton High School diploma upon graduation.

We are proud to offer an online curriculum which is aligned with the Ohio State Standards. We strive to provide a rigorous curriculum consisting of regular and advanced courses in English, Math, Science, Social Studies, as well as a number of elective courses. Our highly qualified staff is committed to offering ALL students the best education experiences possible. We ask for the support of parents and families which is the key to the success of students and the program.

On behalf of the Marlinton Local School District, we are excited to have you as a member of our educational community and look forward to the success we know you will experience.

**Sincerely,**  
**Taylor Stanley**  
**Dukes Digital Academy Director**  
**330-823-1300**  
**[t\\_stanley@marlingtonlocal.org](mailto:t_stanley@marlingtonlocal.org)**

## STUDENT CODE OF CONDUCT

Dukes Digital Academy is a program in the Marlinton Local School District. Therefore, Dukes Digital Academy follows the Marlinton Local School Board Policies and Student Code of Conduct, unless otherwise stated within this handbook. Marlinton Local School Board Policies and Dukes Digital Academy Code of Conduct are applicable to all aspects of school activities: academics, school-related online activities, extracurricular activities, athletics, athletic events, and school related programs, on or off premises.

*Each student and parent is required to sign a student and parent contract demonstrating a strong commitment to learning and to the program.*

Dukes Digital Academy students are, like all Marlinton students, expected to conduct themselves with the highest standards of honesty and integrity. Dukes Digital Academy students are given the opportunity for academic achievement through an online environment, therefore it is very important that honesty and integrity be maintained during all times when the student is engaged in school related activities.

*In addition to Marlinton Local Schools Board Policies, examples of dishonest behavior in the virtual classroom may include, but are not limited to:*

**Plagiarism** – Representing another’s ideas, words, expressions, or data in writing or presentation as original without properly acknowledging the source.

**Submitting work through the use of another person’s password/login.**

**Cheating** – Intentionally using or attempting to use unauthorized material, assistance, or study aids in any academic work. This includes copying another student’s work and submitting it as your own.

**Falsification and/or misrepresentation of data.**

**Computer crimes** – Damaging computer programs, hacking, constructing viruses, introducing viruses into a system, copying programs, etc.

**Inappropriate use of email, discussion forums, or synchronous chat rooms.**

*Cases of academic dishonesty will be subject to Marlinton Local Schools Board Policies regarding violations of the Student Code of Conduct. Possible outcomes will be decided by school administration, and may include:*

**Loss of grade points**

**Disciplinary action** in accordance with local school or district policy

**Removal** from the course or program

**Failure** to receive credit for the course

Students in the Dukes Digital Academy program are welcome to attend a computer lab on campus to complete coursework and receive help from the Digital Academy Director. To ensure an appropriate climate for teaching and learning, students must adhere to the Dukes Digital Academy computer lab rules set forth on the next page.

## ENGAGEMENT POLICY/CONTRACT

- All applicable fees outlined in the student handbook apply to students enrolled in Dukes Digital Academy including but not limited to technology fees, technology insurance costs, repair costs, etc.
- Students who enroll in DDA are asked to commit for nine weeks (grades K-5) or the semester (grades 6-12).
- Students will be issued a district-owned device.
- Students and parents/guardians will interact with DDA facilitators, the DDA director and other related personnel through online platforms, phone, Schoology, messaging, videoconferencing and email.
- Students will be expected to engage with the DDA facilitator during normal school hours for daily check-ins and support.
- Students will be expected to carry a full academic schedule equivalent to students enrolled in traditional school. ELA, Math, Science, Social Studies, PE/Art/Music and/or other electives are available through Acellus.
- Marlinton Local Schools' policies regarding class completion, receiving course credit and grade-level promotion apply to students enrolled in DDA.
- District attendance requirements apply to students enrolled in DDA.
- Social-emotional supports will be available to DDA students and coordinated through the DDA facilitator.
- Identified gifted students will receive their services virtually.
- For those students who will be educated online, IEP teams may need to reconvene to address specific areas of the IEP as related to the identified learning environment. Accommodations and modifications can be provided regardless of the educational setting.

If at any point a student falls behind in their coursework, according to their pacing guide, the student will be contacted by the Dukes Digital Academy Director. After this contact, students will be expected to meet with the DDA director within 2 to 3 school days. The Dukes Digital Academy staff and the student will set the schedule for the student to get back on track. Students will be expected to maintain this schedule until they are back on pace with their pacing guide.

The Dukes Digital Academy facilitators will continuously monitor progress to determine your weekly schedule.

Students are required to check in with the Dukes Digital Academy facilitator on a daily basis via email, phone call, or virtual meeting. This is the student's responsibility.

## SUSPENSION AND EXPULSION POLICIES

Students learning in an online classroom have the flexibility to complete their assignments when it is most convenient to them. However, Dukes Digital Academy students must maintain progress in their academic endeavors and communicate regularly with their teachers.

Although much of the school year may be spent in an online environment, there may be occasions during which a student will be in the presence of other students and staff members at school or at school-related activities. Whenever behavior interferes with the learning environment or violates Marlinton Local Schools Board Policy, consequences will result.

Reason for suspension and possible expulsion may include the following:

- Any repeated offenses for which the student has been previously suspended
- Excessive absenteeism
- Truancy
- Misusing or vandalizing school property, including technology
- Disruption of school or school-related activities
- Threatening or intimidating students or staff
- Sexual harassment
- Removing or altering official school documents or records
- Assault
- Immoral acts
- Bomb threats or threats of violence directed towards students or staff
- Violation of the school Acceptable Use Policy
- Possession of deadly weapons at school-sponsored functions
- Cheating or plagiarism
- Violating Computer Usage Contract

**SUSPENSIONS AND EXPULSIONS WILL FOLLOW MARLINGTON LOCAL SCHOOLS BOARD POLICIES.**

## ABSENCE, ATTENDANCE, AND PARTICIPATION

Regular attendance is essential to good school work. It is the parents' responsibility, under the law, to see that children are regular in attendance, including the students enrolled in e-learning, whether at school or at home. All district attendance policies and requirements apply to students enrolled in DDA. If a student is absent for five (5) consecutive calendar days, a phone call home will be made regarding the student's attendance.

**Attendance in online learning is defined as:**

- Daily check-in meeting = 1 unit
- Daily learning goals = 1 unit
- Earning gold star for each course = 4-6 units
- Elementary = 6 units/day
- Middle School = 7 units/day
- High School = 8 units/day

For each class, students must attempt and submit all assignments, weekly, according to the school year calendar. Assignments must be completed and turned in to teachers EVERY FRIDAY, by 3 pm. Students are required to submit coursework on or before the assigned dates. We highly recommend a daily structured schedule when students are doing online work.

Students who have a “D” or “F” average in any class must communicate with the facilitator of that class(es) once a week. This may be done in person, by phone, or through the use of email, depending

on the facilitator and the class. Facilitators of each online class will have designated office hours each week to assist students. Students have access to tutoring in the school building during regular school hours. Failure to meet with each facilitator in some way will result in an unexcused absence.

Students working via the computer at home may work longer hours on one day and fewer the next. It is also permissible to log hours on the weekends or during scheduled holidays, keeping in mind that teachers/support staff are not required to respond to students on weekends or holidays.

- 1** Failure to complete the expected number of assignment(s) within a period of five (5) days, the Dukes Digital Academy Director will make a phone call to the student/parent/guardian informing them that the student is behind and to see if there is a problem.
- 2** If, after 5 days, the student is still not in attendance and absenteeism continues, Dukes Digital Academy reserves the right to contact a Truant Officer. It is the parents’ responsibility, under the law, to see that children are regular in attendance, including students enrolled in online learning, whether at school or at home. It is imperative that PARENTS assist in monitoring their child’s attendance in school.
- 3** Excessive absences may result in the student’s removal from the Dukes Digital Academy program.
- 4** All decisions by the Dukes Digital Academy Director are final.

**Truant means absent without an excuse. Students may be considered truant if:**

- They fail to have contact with teachers for a period of five (5) consecutive days.
- They fail to log into the website for a period of five (5) consecutive days.
- They receive an attendance warning and fail to complete late work within two weeks.



## ATTENDANCE REQUIREMENTS FOR COURSEWORK AND ASSESSMENTS

Dukes Digital Academy wants to ensure that grades earned through online courses are a true reflection of what the student has learned and what they know. To accomplish this task, attendance policies and assessments will help hold students accountable for their learning and provide equal opportunities for all students by assessing coursework in a monitored lab setting.

Throughout the school year, in all grade levels and courses offered, there will be assessments such as quizzes, exams, and final exams. Completion and results of these assessments will account for a student's nine-week grades and final grades. Typically, quizzes occur more frequently and will count for a smaller percentage of a student's grade. Depending on the course, exams (section, midterm, and/or final exams) may occur about 5 to 6 times during the school year. These grades typically are weighted more heavily and will account for a higher percent of the student's overall grade. To ensure that a student's grades are a true reflection of what they have learned, and to discourage dishonest practices, the following requirements are necessary:

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## STATE TESTING

- Students in grades 3-12 are required to participate in all state testing assigned to their grade level and/or course assignment.

## PACING GUIDE FOR COURSE COMPLETION

The exact amount of time required to complete each week's assignments will vary depending on a number of factors (unit requirements, student's readiness, and work ethic). The following is an average that students can use to help make sure that they are keeping up with their studies. It is the responsibility of each student and their parents/guardians to make sure that the student is keeping on track.

The State of Ohio has determined that a full-time student participates in 6.5 hours of academic activities per day. These activities include, but are not limited to, core content studies, elective classes, and study halls.

If working at home full-time, each student should plan on the following amount of time to complete his/her assignments:

- Approximately 26-28 hours per week
- Approximately 250 hours per each 9 weeks
- Approximately 500 hours per semester
- Approximately 1001 hours per academic year per Ohio Department of Education requirements for students in grades 7-12, or 910 hours for students in grades K-6.

Students working at home full-time will adhere to the Marlinton Local Schools calendar. However, students will have access to their studies 24 hours a day, 7 days per week. They will also have access on holidays and non-school days. The at-home student will focus on the completion of their assignments while satisfying the 1001 or 910 hours of coursework that is required by the Ohio Department of Education.

## RETAKEING CLASSES AND CREDIT RECOVERY

If a student falls behind in a class, they will be placed on probation and required to complete their work in person at Marlinton High School. When a student fails an online course they may be put back into a traditional class for that course. Failed classes that are required for graduation will have to be retaken as a credit recovery class. Marlinton Local Schools' credit and grading policies apply to credit recovery classes.

## GRADES, REPORT CARDS, PROMOTION, CREDITS, AND GRADUATION

**Grades:** Parents may check progress, at any time, by using the website and student login.

**Dukes Digital Academy uses the grading scale adopted by our district:**

Point Symbol	Percent Range	Value
A	90-100	4.000
B	80-89	3.000
C	70-79	2.000
D	60-69	1.000
F	59 <sup>-</sup>	0

**Report Cards:** Students will receive a report card commensurate with their grade level reflecting their progress in each of the Dukes Digital Academy classes they have enrolled in.

**Promotion/Retention:** Students enrolled in Dukes Digital Academy classes will adhere to the Marlinton Local Schools Board Policies concerning promotion or retention.

**Credits:** Students earn class status by the number of hours passed per State of Ohio and Marlinton Local Schools Board requirements.

**Graduation Requirements / State Testing Requirements:** Students must earn 21 credits to comply with Ohio Department of Education (ODE) and Marlinton Local Schools' graduation requirements.

A student must successfully complete all graduation requirements in order to participate in the graduation ceremony and receive a diploma. This includes successfully completing all local and state requirements. To be eligible for graduation, all required credits must be completed and the student must pass all Ohio Graduation Tests.

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## COMPUTER AND ONLINE SERVICES

### Student Technology Acceptable Use and Safety Policy

Technology has fundamentally altered the ways in which information is accessed, communicated, and transferred in society. As a result, educators are continually adapting their means and methods of instruction, and the way they approach student learning, to incorporate the vast, diverse, and unique resources available through the Internet. The Board of Education provides Technology Resources (as defined in Bylaw 0100) to support the educational and professional needs of its students and staff. With respect to students, District Technology Resources afford them the opportunity to acquire the skills and knowledge to learn effectively and live productively in a digital world. The Board provides students with access to the Internet for limited educational purposes only and utilizes online educational services/apps to enhance the instruction delivered to its students. The District's computer network and Internet system does not serve as a public access service or a public forum, and the Board imposes reasonable restrictions on its use consistent with its limited educational purpose.

The Board regulates the use of District Technology Resources by principles consistent with applicable local, State, and Federal laws, the District's educational mission, and articulated expectations of student conduct as delineated in the Student Code of Conduct. This policy and its related administrative guidelines and the Student Code of Conduct govern students' use of District Technology Resources and students' personal communication devices when they are connected to the District computer network, Internet connection, and/or online educational services/apps, or when used while the student is on Board-owned property or at Board-sponsored activity.

Users are required to refrain from actions that are illegal (such as libel, slander, vandalism, harassment, theft, plagiarism, inappropriate access, and the like) or unkind (such as personal attacks, invasion of privacy, injurious comment, and the like). Because its Technology Resources are not unlimited, the Board has also instituted restrictions aimed at preserving these resources, such as placing limits on use of bandwidth, storage space, and printers. Users have no right or expectation to privacy when using the District Technology Resources

(including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity when using the District's computer network and/or Internet connection.

First, the Board may not be able to technologically limit access, through its Technology Resources, to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, opens classrooms and students to electronic information resources that may not have been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures that protect against (e.g., filter or block) access to visual displays/depictions/materials that are obscene, constitute child pornography, and/or are harmful to minors, as defined by the Children's Internet Protection Act. At the discretion of the Board or the Superintendent, the technology protection measures may be configured to protect against access to other material considered inappropriate for students to access. The Board also utilizes software and/or hardware to monitor online activity of students to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors. The technology protection measures may not be disabled at any time that students may be using the District Technology Resources, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any student who attempts to disable the technology protection measures will be subject to discipline.

The Superintendent or Network Coordinator may temporarily or permanently unblock access to websites or online educational services/apps containing appropriate material, if access to such sites has been inappropriately blocked by the technology protection measures. The determination of whether material is appropriate or inappropriate shall be based on the content of the material and the intended use of the material, not on the protection actions of the technology protection measures.

Parents are advised that a determined user may be able to gain access to services and/or resources on the Internet that the Board has not authorized for educational purposes. In fact, it is impossible to guarantee students will not gain access through the Internet to information and communications that they and/or their parents may find inappropriate, offensive, objectionable or controversial. Parents of minors are responsible for setting and conveying the standards that their children should follow when using the Internet.

Pursuant to Federal law, students shall receive education about the following:

1. safety and security while using e-mail, chat rooms, social media, and other forms of direct electronic communications
2. the dangers inherent with the online disclosure of personally identifiable information
3. the consequences of unauthorized access (e.g., "hacking", "harvesting", "digital piracy", "data mining", etc.), cyberbullying and other unlawful or inappropriate activities by students online, and
4. unauthorized disclosure, use, and dissemination of personally-identifiable information regarding minors

Staff members shall provide instruction for their students regarding the appropriate use of technology and online safety and security as specified above. Furthermore, staff members will monitor the online activities of students while at school.

Monitoring may include, but is not necessarily limited to, visual observations of online activities during class sessions; or use of specific monitoring tools to review browser history and network, server, and computer logs.

Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the District Technology Resources. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social media, including in chat rooms and cyberbullying awareness and response. All users of District Technology Resources (and their parents if they are minors) are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Students will be assigned a school email account that they are required to utilize for all school-related electronic communications, including those to staff members, peers and individuals and/or organizations outside the District with whom they are communicating for school-related projects and assignments. Further, as directed and authorized by their teachers, they shall use their school-assigned email account when signing-up/registering for access to various online educational services, including mobile applications/apps that will be utilized by the student for educational purposes.

Students are responsible for good behavior when using District Technology Resources – i.e., behavior comparable to that expected of students when they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not approve any use of its Technology Resources that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines.

Students may only use District Technology Resources to access or use social media if it is done for educational purposes in accordance with their teacher's approved plan for such use.

Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users are personally responsible and liable, both civilly and criminally, for uses of District Technology Resources that are not authorized by this policy and its accompanying guidelines. The Board designates the Superintendent as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to students' use of District Technology Resources.

### **Tools and Equipment**

Marlington Local Schools will provide each student with the tools and/or equipment needed for participation in Dukes Digital Academy, when the student is completing coursework at school. The equipment shall not be abused, misused, or disassembled. Parents and students hereby accept responsibility for damages resulting from abuse, misuse, or disassembly and agree to abide by appropriate disciplinary actions. All applicable fees outlined in the student handbook apply to students enrolled in Dukes Digital Academy including but not limited to technology fees, technology insurance costs, repair costs, etc. Currently, the cost is \$25 for technology and \$25 for technology insurance.



## SERVICES

### Gifted Services

Students will be selected and serviced in accordance with Ohio Department of Education and Marlington Local Schools Board policies regarding Gifted Education.

### Special Education Services

A full range of special education services are provided through the Marlington Local School District. Information regarding qualification and delivery of services may be obtained from the Special Services Department in Marlington Local Schools. You may also contact Dukes Digital Academy Director for additional information on services and/or procedures.

## PARENT/GUARDIAN AND FAMILY COMMITMENT

(Please check each box to indicate you have read the item, sign the bottom of the form, and return this page to the Dukes Digital Academy Director.)

A successful student relies on his/her parents to set high expectations and help set goals. As a parent/guardian, we need you to support us in our efforts to help your child become successful at school.

As a parent/guardian, I will:

- Require my child to abide by all the policies and regulations of the Marlinton Local Schools and Dukes Digital Academy Student Code of Conduct. I have received the Dukes Digital Academy Student and Family Handbook.
- Complete all enrollment and student online forms and pay all applicable student and technology fees.
- Ensure that my child is prepared for school by making sure he/she had a good night sleep, is clean and ready to make good effort at school.
- Ensure that my child understands and complies with Dukes Digital Academy Attendance Policies.
- Work with my child to complete all homework assignments. I understand that assignments are due every Friday by 3 p.m. In addition, I will ensure that my child has good school attendance. School attendance includes: complete daily/weekly online assignments, attend school to complete exams, attends/completes mandatory test prep, and completes other district/state required testing. I understand that if my child has not turned in the assignments within a period of seven (7) days, he/she will be required to attend school on-site until all past due assignments are completed.
- Help my child study and prepare for exams.
- Maintain open and on-going communication with the school (including telephone calls about my child's attendance) and be available to met with the staff to discuss my child's progress and absences.
- Support the school, principal/director and teachers in their efforts to help my child be successful.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dukes Digital Academy Director

\_\_\_\_\_  
Date



## STUDENT LEARNING AND BEHAVIORAL CONTRACT

(Please fill in your name in the blank, check each box to indicate you have read the item, and sign the bottom of the form and return the this page to the Dukes Digital Academy Director.)

- I, \_\_\_\_\_ (student) hereby agree that I am responsible for my own learning. I understand that in order for me to be successful, I must work hard and complete all my work on time and on a daily/weekly basis.
- I will respect myself, parents, teachers, and principals and I understand that if I violate Marlinton Local Schools and Dukes Digital Academy policies, I may be suspended, expelled, or removed from the program.
- My parents/guardians, Dukes Digital Academy teachers, and principal/director are committed to helping me become a successful student and responsible citizen. Therefore, if I am having difficulties with my assignments, I will immediately ask my parents/guardians and teachers/principal for assistance. I will complete daily/weekly online assignments, attend school to complete exams, attend/complete mandatory test prep, and complete other district/state required testing. I understand that if I violate attendance requirements, I may have to attend school on-site in a structured setting.
- I have received a copy of the Dukes Digital Academy Student and Parent Handbook. I understand and agree to comply with all policies set forth, and I will return any loaned equipment at the end of the school year.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dukes Digital Academy Director

\_\_\_\_\_  
Date

Created Date: 9/11/2020  
Revision Date: 9/29/2020  
Customer Initials: \_\_\_\_\_

Phone: (440) 575-6000 Fax: (440) 892-2094  
27881 Lorain Rd  
North Olmsted, OH 44070

Prepared for:  
Benjamin Davis (330) 238-4220  
Marlington Local School District  
10320 Moulin Ave NE  
Alliance, OH 44601

Prepared by: Michael Trappe  
Account No.: 5754

### Overview

Laketec quote for Aruba Outdoor Wireless Solution .

Laketec will provide Professional Services and Project Management for the Configuration of AP's to the Wireless Clusters.

Laketec will provide Professional Services and Project Management for (52) CAT6A Cable Runs & Mounting of (50) AP's.

Refer to Scope of Work for Additional Detail

#### HIGH SCHOOL:

4 omni AP-375 (V2 Mount), 4 directional AP-377 (H1 Mount)  
Lawn to the North Side - 1 omni  
School Bus loop to the west - 2 omni  
South Student Parking lot 3 directional  
Tennis court parking lot - 1 directional, 1 omni

#### Football Stadium:

Laketec will run Multi-fiber run from field house to press box to switch.  
Rack Mount LIU in Weight Room  
Wall mount LIU in Press Box  
(1) 24 port switch for Press Box  
(2) Multimode transceivers  
Outdoor APs running mounted on the press box.  
(1) Omni mounted in middle of press box and (2) Directional APs on either side of the press box  
(1) Omni mounted on Southwest corner of Field house for ticket office/football stadium entrance

#### Football Stadium Concession stand Northeast Corner:

(2) P2P AP-387 (H1 Mount), (2) omni AP-375 (V2 Mount), 1 directional AP-377 (H1 Mount), (1) 8 port 2930F, one cabinet to house switch  
Cable about 120 Feet from IDF inside High School to corner of building near Tennis Courts - drop ceiling run  
Omni broadcasting towards baseball field  
Omni Broadcast in front towards end zone  
Directional south towards visitor stands

#### HORTICULTURE BUILDING:

# Quote 21138

Created Date: 9/11/2020  
 Revision Date: 9/29/2020  
 Customer Initials: \_\_\_\_\_

Horticulture - 3 omni, 1 Directional  
 Courtyard to the north  
 -1 Directional, 1 Omni  
 Parking lot in front - one omni AP  
 Back building omni AP for ticketing area of soccer field

MIDDLE SCHOOL:  
 8 Omni APs on each extreme corner

LEXINGTON ELEMENTARY: 8 Omni APs  
 North East Corner parking lot  
 Front Parking Lot  
 Bottom right corner bus loop  
 Two on the south side parking lot and SW parking lot  
 West end of L hallway  
 NW corner of far North

MARLBORO ELEMENTARY: 6 omni, 2 directional.  
 New IDF added: run 6A copper to connect current closet to new IDF  
 24 port switch needs to be added to create the IDF to run APs off.  
 AP Locations:  
 Two APs now on the East side  
 Middle of North wall  
 Omni AP for interior playground  
 Directional AP for the far North playground  
 Directional AP point to west parking lot  
 One Omni AP for each side of bus loop

WASHINGTON ELEMENTARY: 6 omni APs  
 Omni AP for each end of front Bus loop  
 Omni AP for North side Pavilion  
 Playground Omni AP  
 NE Corner of back parking lot  
 SW Corner of back parking lot

Qty.	Description	Sell	Total
**ARUBA OUTDOOR AP-375, AP-377 & AP-387**			
39	ARUBA AP-375 (US) OUTDOOR 11AC AP	\$890 .38	\$34,724.82
39	AP-270-MNT-V2 270 SERIES MT KIT	\$57 .38	\$2,237.82
10	ARUBA AP-377 (US) OUTDOOR 11AC AP	\$890 .38	\$8,903.80
10	AP-270-MNT-H1 270 SERIES MT KIT	\$57 .38	\$573.80
2	Aruba AP-387 (US) 5/60 GHz Outdoor Radio	\$890 .38	\$1,780.76



**Quote  
21138**

Created Date: 9/11/2020  
 Revision Date: 9/29/2020  
 Customer Initials: \_\_\_\_\_

2	AP-270-MNT-H1 270 SERIES MT KIT	\$57 .38	\$114.76
1	ARUBA 2930F 24G POE+ 4SFP+ SWCH U.S.	\$1,742 .50	\$1,742.50
<b>**PRESS BOX &amp; MARLBORO ELEMENTARY**</b>			
1	ARUBA 2930F 8G POE+ 2SFP+ SWCH U.S.	\$714 .00	\$714.00
<b>**STADIUM NE CONCESSION STAND**</b>			
2	Aruba 10G SFP+ LC SR 300m MMF XCVR	\$442 .00	\$884.00
<b>**CAT6A CABLE RUNS &amp; MOUNTING OF AP'S**</b>			
	Professional Services - (52) CAT6A Cable Runs		\$20,800.00
	Professional Services - Mounting of (50) AP's		\$2,000.00
<b>**FIBER RUN LABOR &amp; MATERIALS**</b>			
	Professional Services - Fiber Run Labor		\$3,040.00
1.00	Misc Cabling Materials - Fiber Run Materials	\$1,060 .00	\$1,060.00
<b>**PROFESSIONAL SERVICES &amp; PROJECT MANAGEMENT**</b>			
	Professional Services - Tier 3 - Switch Configuration		\$1,350.00
	Professional Services - Tier 3 - Point to Point Configuration		\$1,800.00
	Professional Services - Tier 3 - AP Cluster Configuration for all 5 buildings		\$5,400.00
	Professional Services - Project Management		\$3,360.00



# Quote

## 21138

Created Date: 9/11/2020  
Revision Date: 9/29/2020  
Customer Initials: \_\_\_\_\_

Payment Terms: Net 15

Quote Expiration: 10/31/2020

Thank you for giving us the opportunity to earn your business.

Item Total:	\$90,486.26
Tax at 0.000%:	\$0.00
<b>Total:</b>	<b>\$90,486.26</b>

The following parties agree to the above proposal and following terms and conditions.

**Marlington Local School District**

Accepted by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Laketec Communications Inc.**

Accepted by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Terms and Conditions:****Terms and Conditions**

1. Coverage. Lakotec Communications Inc., hereafter referred to as "LCT", as an authorized Reseller of Avaya, ShoreTel, and Nortel, and Customer agree that the following terms and conditions will govern Customer's order for the sale of Products and/or provision of Services to Customer by LCT referenced in this Agreement, any Statement of Work, or any Change Order. LCT reserves the right to refuse to accept this or any subsequent Customer order at its discretion.
2. Installation and delivery. If LCT accepts this order, LCT will deliver, or cause to be delivered, the products identified in this Agreement ("Products") and any services identified in this Agreement or any Statement of Work related hereto ("Services") and, if Customer so elects, will install the Products for which installation charges are set forth in this Agreement. Customer agrees to provide, at its sole expense, the proper environment and electrical and telecommunication connections for the Products being provided by LCT. Service charges are subject to change from installation delays caused by Customer or if LCT encounters non-standard installation issues beyond its control. LCT, if Customer so elects, may install, move or service Customer-provided equipment.
3. Wiring. Charges for wiring are based on standard wiring conditions unless otherwise specified in this Agreement. If unforeseen, non-standard wiring conditions exist, Customer will be notified of any additional charges, and will agree to pay for such additional charges, prior to commencement of the work.
4. Price and Payment. Unless otherwise quoted the following represents the payment terms. If installation is not provided by LCT, Customer agrees to pay all amounts due under this Agreement upon delivery of Product. If installation is provided by LCT, Customer agrees to pay fifty percent (50%) on contract signing, forty percent (40%) at system installation, and ten percent (10%) after acceptance. Customer agrees to pay late charges of one and one half percent (1.5%) of the overdue amount per month or the maximum lawful amount, whichever is less.
- 4a. Customer agrees to pay any outstanding balance owed to LCT prior to work being performed.
5. Cancellation. If all or a portion of this Agreement or any subsequent order is canceled by Customer, Customer agrees to pay (a) any shipping charges, plus (b) a cancellation charge equal to fifteen percent (15%) of the canceled Products' total purchase price (but only to the extent LCT has previously ordered such Products on behalf of Customer and cannot recall the canceled Products to other customers within 30 days of Customer's notice of cancellation), plus (c) any services or labor already performed by LCT. Upon termination or cancellation of this Agreement and/or a Statement of Work, LCT will return to Customer and delete from its systems all Confidential Information and all data, materials, and other property of Customer held by it in connection with the performance of Services under this Agreement or the applicable Statement of Work, with such return and deletion being certified to by an officer of LCT. This Section shall survive the termination of this Agreement.
6. Taxes. Customer agrees to pay all applicable sales and use taxes when invoiced.
7. End User License and Limited Warranty. Each manufacturer warrants to Customer that Products will be in good working order during the warranty period provided by the manufacturer of each Product and refund the Product purchase price, excluding installation costs. LCT's obligations under this Limited Warranty are contingent on Customer's full payment of the Product purchase price. LCT warrants that (i) it will perform the Services in accordance with the terms and conditions of this Agreement and any Statement of Work or Change Order in a professional and workmanlike manner consistent with best industry standards and practices and that all of LCT's personnel working under this Agreement or any Statement of Work shall have the proper skills and training to perform the Services; (ii) it possesses the right, power and authority to enter into this Agreement; (iii) all Services are original works of LCT or, in the alternative, that LCT has the rights necessary to provide the Services in accordance with the terms of this Agreement and any Statement of Work; and (iv) the Services provided to Customer do not infringe any patent, copyright, trademark, trade secret, or other proprietary right of a third party; and (v) the Services will conform to the requirements of this Agreement and, as applicable, the Statement of Work or Change Order.
8. Warranty Limitations and Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY STATEMENT OF WORK OR CHANGE ORDER, LCT, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES EXPRESS OR IMPLIED. LCT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. Warranty Support. LCT will provide remedial warranty service between 8:00 a.m. and 5:00 p.m., Monday through Friday (EST), excluding LCT holidays ("Coverage Period"). LCT will commence remedial warranty service for failures that materially affect the operation of Customer's telecommunications system within four (4) Coverage Period hours of notification. LCT will commence remedial maintenance service for other problems within twenty-four (24) hours of notification, except that work will be performed only during the Coverage Period. LCT will attempt to isolate the cause of the failure and will commence remedial measures, including remote diagnosis and programming. LCT will coordinate with the appropriate manufacturer for the replacement of inoperative components via express carrier, and, if appropriate, the dispatch of a technician to Customer's premises. Labor is not included after system "in service" date.
10. Customer Responsibilities. The Customer: (a) agrees to provide the proper environment according to the manufacturer's specifications, (b) agree to provide the proper electrical and telecommunications connections, including LCT-approved surge protection devices and proper grounding on an electrical circuit free of surge inducing devices, (c) provide all patching, painting, concrete, and other openings, conduits floor reinforcements or other mechanical modifications pertinent to this installation, (d) agree not to violate LCT supplier's intellectual property rights including through breaches of a software license or reverse engineering, (e) Customer warrants that it is the owner or authorized user of any equipment involved with the Products or Services under this Agreement, (f) agrees to fully cooperate with LCT's efforts including but not limited to providing access to necessary equipment and facilities to provide the Services, providing a complete description of malfunction symptoms and performing any reasonable diagnostic steps LCT may request, and (g) agrees to return any defective component of the Products to LCT for repair or replacement if making a warranty claim.
11. Warranty - No Trouble Found. If a Customer-reported problem was caused by (1) telephone company facilities, (2) Customer-provided equipment connected to the telephone system, (3) user programming errors, or otherwise finds that no trouble exists, Customer agrees to pay LCT the current time-and-material rate for services performed by LCT, provided that Customer must agree that Customer may accept any such services in advance and in writing.
12. Warranty Coverage Exclusions. Remedial maintenance required to repair damages, or service failures caused by the following are not covered by the Limited Warranty: (a) Customer's failure to follow the manufacturer's installation, operation or maintenance instructions, (b) failures or malfunctions due to Customer abuses, misuses, or negligent acts, fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, or other causes beyond LCT's reasonable control, whether or not similar to the foregoing, (c) failure due to Customer or third-party alterations, moves, changes, programming or repairs, (d) cosmetic repairs, including but not limited to chips, dents, scratches, or breaks in stands, housing, switches, labels, shells, faceplates, paint or other parts of the equipment, (e) lightning damage, unless a lightning protection device is specifically listed in this Agreement, or (f) wiring failures, unless wiring is specifically listed in this Agreement.
13. Limitation of Liability. THE LIABILITY OF (A) LCT, ITS AFFILIATES AND SUPPLIERS, ON THE ONE HAND, AND (B) CUSTOMER AND ITS AFFILIATES, ON THE OTHER HAND, FOR ANY CLAIMS, LOSSES, DAMAGES OR EXPENSES FROM ANY CAUSE WHATSOEVER (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF: (1) THE DIRECT DAMAGES PROVEN, OR (2) THE REPAIR COST, REPLACEMENT COST, OR PURCHASE PRICE AS THE CASE MAY BE OF THE PRODUCT OR SERVICE THAT DIRECTLY GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, NEITHER (Y) LCT, ITS AFFILIATES, SUPPLIERS, NOR SUBCONTRACTORS, ON THE ONE HAND, NOR (Z) CUSTOMER AND ITS AFFILIATES, ON THE OTHER HAND, SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS CONTRACT OR IN CONNECTION WITH THE USE OR OPERATION OF THE PRODUCT OR SERVICES PROVIDED OR SOLD. This Section does not apply to breaches of Section 19 (Confidentiality). This Section shall survive the termination of this Agreement.
14. Security Interest, Risk of Loss. LCT or its assignee shall have a purchase money security interest in the Products until all charges, including installation and shipping charges are paid in full. Customer agrees to execute and deliver all documents requested by LCT to protect and maintain LCT's security interest and further agrees to permit LCT to peacefully enter its premises to remove any products in the event the Customer is in default of its payment obligation and has failed to cure such default within 30 days of written notice of such default. In the event LCT repossesses any products under this section, Customer shall be entitled to a credit in the amount of the fair market value of the repossessed Products, subject to the cancellation charge described above. Customer shall be liable to LCT for any costs, including reasonable attorney's fees. LCT incurs to collect any amounts due and owing under this Agreement. Risk of loss shall pass when Product is delivered to the Customer's premises.
15. Tort Fraud. LCT OR ITS SUPPLIERS DOES NOT WARRANT THAT THE PRODUCTS WILL PREVENT, AND LCT OR ITS SUPPLIERS WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER SERVICES OR OTHER CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE HARDWARE OR SOFTWARE.
16. Recruitment of Employees. Customer agrees that LCT employees are valuable assets and resources necessary for LCT's business. Customer agrees that they shall not directly or indirectly solicit, hire or contract with any LCT employee during their employment with LCT and for a period of one (1) year following such employment. Notwithstanding the foregoing, the parties agree that Customer will not be in breach of this Section if it hires an LCT employee through a general, non-directed job posting.
17. Assignment. The rights and obligations set forth in this Agreement are not assignable by LCT without Customer's prior written consent, which consent shall not be unreasonably withheld. Customer may, at its discretion, assign or delegate its duties under this Agreement.
18. Miscellaneous. The construction, interpretation and performance of the Agreement shall be governed by the local laws of the State of Ohio, without giving effect to choice-of-law doctrines. Any disputes arising from this Agreement or Products or Services provided shall be resolved only by courts of competent jurisdiction located in the State of Ohio, except for actions to enforce LCT's security interest which may be brought in courts located in the state where the Products are located. If any portion of the agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. No action or proceeding against either party may be commenced later than 24 months after the cause of action arises. Unless otherwise stated in this proposal, new systems will be cut-over after hours Monday through Friday. All training will be conducted Monday through Friday between 8:00 a.m. - 5:00 p.m. LCT will set up the Customer-provided training room before the first scheduled training class and return it to its previous set-up at the conclusion of the final training class. It is the Customer's responsibility to make the room available for training throughout this period of time. Unless otherwise stated in this proposal, existing cabling will be re-used. If new cabling is required, additional charges may apply. Customer will be billed on a time-and-materials basis. If problems are found with existing cabling and extensive troubleshooting is required during installation, if new cabling is required, LCT will provide a written estimate and create a change order for the Customer's approval. If the Customer requires any anti-virus software to be loaded onto any LCT-provided Products, the Customer or its network administrator will be required to exclude the LCT software applications within the anti-virus software as a requirement of this project. Unless otherwise stated in this proposal, labor costs include travel expenses for locations within Northern Ohio. Travel expenses for locations outside of Northern Ohio will be billed separately on a per diem basis, and Customer must pre-approve all such travel costs in writing. In order to protect the customer, all ongoing maintenance and support services will automatically renew for one year unless LCT is specifically notified in writing that such services should be cancelled. This Section shall survive the termination of this Agreement.
19. Confidentiality. LCT shall not disclose or use for the benefit of anyone other than Customer any information regarding Customer's or its affiliates' information technology environment, network security, any information regarding Customer's business or business practices, this Agreement (including any related Statements of Work or Change Orders), employee information, customer information, or other confidential information of Customer or its affiliates disclosed to LCT as a result of this Agreement. Anything contained herein to the contrary notwithstanding, Company shall have no obligation under this Section 19 in the event that the confidential information is: (i) previously known to LCT through a third party at the time of disclosure without obligation of confidence, or without breach of this Agreement; (ii) publicly disclosed through no wrongful act of LCT, (iii) received from a third party having the right to lawfully possess and disclose same, (iv) independently developed by LCT, (v) approved for release by prior written authorization of Customer, or (vi) required to be disclosed by a court of competent jurisdiction pursuant to applicable law or regulation, but only to the extent expressly required and only after alerting Customer of such disclosure requirement and providing Client with the opportunity to seek a protective order. Customer shall not disclose or use for the benefit of anyone other than LCT any information regarding LCT's business or business practices, this Agreement (including any related Statements of Work or Change Orders), any information regarding LCT's customers or pricing or any other confidential information of LCT obtained by Customer as a result of this Agreement; provided, however, Customer shall have no obligation hereunder for that portion of such information to the extent that Customer can show that the information is: (i) previously known by it through a third party at the time of disclosure without obligation of confidence, or without breach of this Agreement; (ii) publicly disclosed through no wrongful act of Customer or its representatives; (iii) received from a third party having the right to lawfully possess and disclose same and without breach of this Agreement; (iv) independently developed by Customer without access or reference to such information; (v) approved for release by prior written authorization of LCT; or (vi) required to be disclosed by a court of competent jurisdiction pursuant to applicable law or regulation, but only to the extent expressly required and only after alerting LCT of such disclosure requirement; or (vii) necessary to use Products or Services in the manner contemplated by the parties. This Section shall survive the termination of this Agreement.
20. Entire Agreement. THIS AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, OR UNDERSTANDINGS WHETHER WRITTEN OR ORAL.
21. Renewal. All Lakotec recurring contracts will be automatically renewed for an additional twelve (12) month term at a 4% increase unless either party terminates the Agreement, in writing, at least thirty (30) days prior to the anniversary date.
22. Cancellation. If any recurring contract is canceled prior to the expiration date, customer is responsible for paying any remaining labor hours at LCT's full rate of \$200 per hour.