



Tiffin City Schools  
Jerry Nadeau  
Superintendent  
(419) 447-2515  
jerry\_nadeau@tiffincityschools.org  
<https://www.tiffincityschools.org/>

Proposal Number: PRO-19108-K4F7K7  
Proposal Date: 7/1/25

DataServ Integrations, LLC  
Noah Rasey  
Account Executive  
(440) 455-1423  
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<https://www.dataservtech.com>

| Project Description: Resource as a Service (RaaS) - R2 |              |
|--|--------------|
| Project Cost Summary (12 Month Term) *                 |              |
| Term Total   | \$ 51,086.28 |

Please issue a PO in the amount of \$ 51,086.28

\*Proposal does not include applicable sales tax

## Scope of Work

DataServ Will Provide the Following:

- One onsite resource for two days per week.
- Start date will be 8/1/2025.

Customer Will Provide the Following:

- N/A

## General Terms & Conditions

1. **Pricing is valid for thirty (30) days.** Purchase orders received after the thirty (30) day period are subject to a price review. We will not accept Customer purchase orders against budgetary proposals.
2. Payment Terms are Net 30 Days. An interest charge will be invoiced for late payments.
3. Any authorized changes to this project require a Change Order and will be invoiced accordingly. Any product changes made by the customer after a purchase order has been issued to DataServ may result in a restocking fee.
4. The Customer will be billed (at cost) for any special permits required.
5. All Professional Services are quoted using the standard working hours of 7:00am to 6:00pm, Monday through Friday. If Customer requires Professional Services outside of the standard working hours, an incremental Professional Services fee will incur.
6. Should circumstances outside of DataServ's control require additional professional service hours (greater than what is quoted for the project), the T&M rates identified at <http://www.dataservtech.com/tandm> will be charged for the additional hours. DataServ will remain on-site and ensure project completion.
7. All Professional Services requiring mounting, hanging, etc. by DataServ team members is limited to a maximum of 15 feet. Any required Professional Services above stated height will be the responsibility of the Customer or outside contractor.
8. By issuing a Purchase Order the Customer agrees and acknowledges the terms and conditions of the DataServ provided Scope of Work or agreement (Managed Services Agreement, Customer Care Agreement, Purchasing Agreement, etc.). **If applicable, the Customer will seek reimbursement funding from the USAC Schools and Libraries E-Rate program separately.**
9. If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will adjust the Customer's bill to include the additional services or overage charges.
10. If recurring services (maintenance) are purchased by the Customer, the term of the service will begin upon order confirmation and may only be pro-rated to the Customer's existing contract term end date dependent on manufacturer flexibility.
11. When recurring services (maintenance) are purchased by the Customer and the equipment ships direct to the Customer, the Customer is responsible for providing all serial numbers to DataServ in order to ensure proper coverage.
12. All prices quoted in this Proposal are based on current tariff rates, duties, and trade regulations at the time of quotation. In the event of any changes to tariffs, duties, import/export restrictions, or other government imposed costs that impact the price of goods or services, DataServ reserves the right to adjust pricing accordingly. Any such adjustments will be communicated in advance or upon impact, and we will work with the Customer to mitigate cost impacts, where possible.
13. Shipping schedule is estimated to be 15-30 days ARO. (Additional S/H costs will apply for shipments requiring loading dock, inside delivery, and/or expedited delivery. FOB Point is Shipping Point. All equipment shipped surface pre-paid, fully insured and added.) Estimated start of projects including professional services will be 30-60 days ARO. Contingent upon equipment availability.

## Purchase Order Confirmation

**Please mail, e-mail or fax your Purchase Order, referencing proposal number and this Signed Purchase Order Confirmation page to**

DataServ

Attn: Sales Administration  
31280 Viking Parkway  
Westlake, Ohio 44145

dsi-admin@dataservtech.com  
Fax: 440-892-2559  
Phone: 440-835-7055

Proposal Number:

PRO-19108-K4F7K7

Customer:

Tiffin City Schools

Project Description:

Resource as a Service (RaaS) - R2

AE Review:

## Purchase Order Confirmation

I have read this Proposal and Statement of Work and understand the responsibilities that the Customer and DataServ will be providing. Customer agrees that by issuing a Purchase Order to DataServ for this Proposal they accept all Terms and Conditions.

Customer Name:

(Please Print)

Customer PO Number:

PO Amount:

Customer Signature:

Date:

DataServ Signature:

Date:

DataServ has spent considerable effort in the development of this Price Proposal which is tailored to the specific needs of your project. This proposal reflects our knowledge of your requirements and our approach to addressing those requirements. All data and information contained herein is provided free of charge and is considered confidential and proprietary. This document may not be distributed to, or for, any third parties without the express prior written consent of DataServ.





**APPENDIX E**  
**SERVICE: RESOURCE AS A SERVICE (RAAS)**

**ADDENDUM NUMBER: 2**  
**ADDENDUM DATE: JULY 16, 2025**

Services covered under this specific Appendix are (unless otherwise stipulated):

**1. Service Details**

**a. DataServ Responsibilities:**

- i. DataServ to place service professional(s) on-site and/or remote at one or more of Customer locations for performance of specific functions and pursuant to the terms set forth in this Appendix. In particular, DataServ agrees to perform the services listed below at the agreed rates at locations specified in this Appendix ("RaaS Location(s)").
  1. One (1) Level 1 Information Systems and Technology Engineer scheduled for two days per week. This resource will be provided across multiple DataServ teams, both on-site and remote, for technical support. DataServ may, at its discretion, provide additional resources, on-site and/or remote for technical support.
    - a. RaaS resource will focus 80% of their efforts on Customer specific activities and 20% on professional development and other DataServ customer activities to increase skill set and provide technical experience.
  2. Coordinate the escalation of issues to qualified engineering staff and/or to manufacturer support, as needed.
  3. Manage all support issues through our Technical Assistance Center (TAC) helpdesk and ticketing software.
  4. Schedule additional resources at the RaaS Location(s), if required.
  5. Resources can be dispatched to these locations on an "as needed" basis if a support situation arises that requires on-site remediation.
- ii. DataServ will begin providing the RaaS following implementation of the services and purchases specified in this Appendix on a date to be mutually agreed to in writing by the parties to commence for all RaaS Location(s) ("Go Live Date").
- iii. DataServ, its affiliated company or Subcontractor, as applicable, will manage all employment aspects of their respective service providers assigned to Customer, to include criminal background checks, hiring, management (by a member of the DataServ Leadership Team), employment-based counseling, terminations, salary review, annual performance evaluation, benefits (if applicable), and placement.

**b. RaaS Location(s):**

- i. Tiffin City Schools, 244 South Monroe Street, Tiffin, Ohio 44883
- ii. The Customer agrees to provide a main point of contact for each location(s).
- iii. Customer shall notify DataServ of any new RaaS Locations to be added to this Appendix in writing (email is sufficient).

**c. Customer Responsibilities:**

- i. Customer will provide DataServ professionals with appropriate workspace and access to Customer's locations, technology, and personnel as reasonably requested by DataServ to perform performance of the RaaS, including:
  1. Full and appropriate access to RaaS Location(s);
  2. Full and appropriate access to Customer equipment; and
  3. Work location to include an office or cubicle and desk
- ii. Customer shall provide sufficient information about its specific needs so that DataServ can make its best efforts to match the skills and experience of service providers to those needs.
- iii. Customer shall not seek to terminate a RaaS placement, nor shall it refuse a RaaS service provided by DataServ.





- services, for a discriminatory reason, including such service provider's race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation, gender identity or any other status or condition protected by applicable federal, state or local laws.
- iv. Should the Customer's Superintendent, or his/her designee, identify concerns or objections to the RaaS placement, the Customer must document said concerns and objections to the Company in writing. The Company will then have sixty (60) days to remediate, in partnership with the Customer. If the Company and Customer come to mutual agreement that a RaaS placement should be removed, the Company will provide a new RaaS placement at no cost to the Customer. If the Customer chooses to request a discretionary change to a RaaS placement, the Customer will then be responsible to the Company for the additional costs associated with providing a RaaS replacement. If the RaaS placement has engaged in illegal conduct, the Company will remove the RaaS from the Customer location immediately and provide a replacement RaaS service provider with no additional costs to the Customer.
  - v. Customer shall not use any information provided to it by DataServ regarding its service providers in an unlawful manner or for any unlawful purpose. In the event of any occupational safety hazard, sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of a DataServ service provider, Customer shall provide DataServ written notice of such claim immediately and, in no event, sixty (60) days after Customer knew, or reasonably should have known, of such claim. Customer shall make available to DataServ copies of all non-privileged documentation about problems or incidents in which DataServ service providers are involved.
  - vi. Customer shall be responsible for compliance with all relevant safety and health laws and regulations during the period of DataServ service providers are engaged at any RaaS Location (including but not limited to, if applicable, applicable Joint Commission regulations relating to accreditation, orientation and evaluation and HIPAA regulations. Customer will provide each DataServ service provider with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules applicable to members of Customer workforce. Orientation/assessment time will be billable to Customer at the Time and Material rate identified in this Agreement.
- d. Technology:
- i. At DataServ's discretion, DataServ may utilize a third-party internet enabled, centralized vendor management technology application ("Technology") to assist DataServ in the provision of the RaaS service under the Appendix, in which case the following terms shall apply. Customer's use of the Technology is purely a right to access the Technology functionality via the internet pursuant to an end user license agreement between the Technology vendor and Customer. The right of use granted by Technology vendor is solely for Customer's internal business operations for orders placed with DataServ pursuant to the RaaS or other services provided under this Appendix. DataServ grants no license or other rights in the Technology to Customer. Customer shall not sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Technology to other parties or permit the use of the Technology by any third parties, except as may be authorized under the end user license agreement. Customer shall not copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code. Customer is responsible for its Customer submitted data that Customer posts on the Technology or transmits to DataServ. Customer shall indemnify and defend DataServ for any claims against DataServ or its agents and employees that arise out of or relate to Customer's failure to comply with the terms of the end user license agreement or Customer's negligent use of the Technology.
- e. Medicare Access:
- i. To the extent required to comply with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the RaaS provided under this Agreement, DataServ will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of the costs of the RaaS provided hereunder.
- f. Equal Employment Opportunity Policy:





- i. Both Parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Customer will promptly investigate allegations of discrimination, harassment or retaliation and will immediately report to DataServ any suspected discrimination, harassment and/or retaliation either by or against DataServ service providers engaged in the RaaS at RaaS Location(s) or otherwise acting on DataServ's behalf pursuant to this Appendix.

## 2. School District Engagement

- a. Adherence to Board Policies and Applicable Law
  - i. DataServ agrees that it will adhere to all applicable policies, guidelines, and standards enacted by Customer's Board of Education, as they may be amended from time-to-time during the Initial and any Subsequent Terms in the Board's sole discretion, that are provided to by Customer DataServ prior to the Effective Date, or otherwise provided directly to DataServ during the course of the Engagement Agreement. DataServ further agrees to comply with all applicable state, local and federal laws, including but not limited to the Federal Educational Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under the Engagement Agreement.
- b. Immediate Termination
  - i. Customer's Board of Education may terminate this Appendix without any penalty whatsoever required by law or if DataServ engages in illegal conduct.
- c. Educational and Student Records
  - i. Customer will ensure that all student medical-related information and other student educational records will only be released to DataServ as provided by applicable laws, including but not limited to FERPA. DataServ will take all commercially reasonable steps to ensure that such records are only accessed to perform duties that are specifically required hereunder and that such records will not be released to third parties without required parental consent. DataServ will ensure that all individuals having access to education records have received Customer provided training on confidentiality requirements contained in FERPA.
- d. Training
  - i. To the extent requested by Customer, DataServ will facilitate all necessary training with employees, contractors and consultants providing services pursuant to this Appendix, including but not limited to Crisis Prevention Intervention (CPI), and Blood Borne Pathogen (BBP) training. DataServ will pass the direct cost of training(s) on to the Customer.
- e. Equal Opportunity Employer
  - i. Each of DataServ and Customer acknowledge and agree that its practice of employment decisions regarding employment, hiring, assignment, promotion, compensation, and other terms and conditions of employment shall not be based on an employee's race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation, gender identity or other status or condition protected by applicable federal, state or local laws.
- f. Payroll Administration and Retirement

To the extent DataServ and its employees and/or contractors are properly classified as independent contractors and not employees of the Customer, no payroll or employment tax of any kind, including, but not limited to: local, state and federal income taxes, Social Security taxes, Medicare taxes, unemployment taxes, and disability insurance taxes shall be withheld or paid by Customer with respect to any payments to DataServ. Except as specifically described in this Appendix, DataServ will be solely responsible for any federal, state or local tax payments for social security and Medicare insurance payments related to compensation paid by Customer for consulting services. Customer will immediately inform DataServ in writing in the event one or more DataServ employees or consultants is required to make deductions for State Teacher Retirement System (STRS) and/or School Employee Retirement System (SERS), and provide





the respective retirement system with the state required reporting. Upon receipt of such notice from Customer, DataServ will make deductions for State Teachers Retirement System (STR) and/or School Employee Retirement System (SERS) and provide the respective retirement system with the state required reporting. DataServ will provide the Customer with the necessary reporting to calculate the 14% contribution from the Board of Education. If applicable, the Customer Board of Education is responsible for the necessary 14% contribution and agrees to pay its portion of the retirement to the retirement system, as well as any related penalties.

### 3. Term

- a. The term of this Service shall be a period of twelve (12) months and run from August 1, 2025 to July 2026.

### 4. Service Pricing

- a. Fees are annual unless otherwise specified.
- b. If a change to the Customer environment occurs that increases the quoted usage amounts, DataServ will adjust the Customer's bill to include the additional services.

| Service   | Payment     |
|---|-------------|
| PRO-19108-K4F7K7: Resource as a Service (RaaS) – R2                         | \$51,086.28 |
| Note: If applicable, pricing does not include sales tax or travel expenses. |             |
| Payment Method:   | Check       |
| Payment Terms:  | Prepaid     |
| Billing Cycle:  | Annual      |

### 5. Early Termination

- a. If the Customer chooses to terminate this Service Appendix prior to the end of the Term, the Customer agrees to pay DataServ an early termination charge equal to the amounts below, unless specifically stated in a Service Appendix:
  - i. the sum of 100% of the charges for the balance of the term of this Service Appendix for termination occurring during months 1 to 12; and
  - ii. any outstanding invoices still owed.
- b. Such payment shall be due within thirty (30) days of termination. If such payments are not received in thirty (30) day window, the Customer agrees to assume all costs related to DataServ's efforts to collect balance, including any applicable attorney and/or all court costs.

### 6. Service Level Agreement Definitions and Response Time and Level Definition

| Severity Level | Response Times   |                    |
|----------------|--|--------------------|
|                | Standard Hours (8:00am to 5:00pm EST Monday to Friday) | After Hours:       |
| Critical       | One hour response                                      | Four hour response |
| High           | Two hour response                                      | N/A*               |
| Normal         | Six hour response                                      | N/A*               |
| Low            | One business day response                              | N/A*               |

\* 24 x 7 x 365 support is available and will be billed at the Time and Material rates identified in this Agreement.





Legend:

Critical: Multiple systems or sites affected; production halted  
High: Single system or site affected; work stoppage at a single site  
Normal: Single system affected; performance issue or other non-critical request  
Low: Minor performance-affecting issue, limited scope or affect

Accepted and Approved for:

Tiffin City Schools  
244 South Monroe Street  
Tiffin, Ohio 44883

Accepted and Approved for:

DataServ Integrations, LLC  
31280 Viking Parkway  
Westlake, Ohio 44145

\_\_\_\_\_  
Signature

Jerry Nadeau  
Superintendent

\_\_\_\_\_  
Signature

Timothy A. Heikkila  
Sr. Vice President of Sales and Marketing

\_\_\_\_\_  
Date

July 16, 2025  
Date