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MIDDLESEX COUNTY STEM CHARTER SCHOOL

BOARD OF TRUSTEES MEETING

SEPTEMBER 18, 2018

MIDDLESEX COUNTY STEM CHARTER SCHOOL

BOARD OF TRUSTEES MEETING

Date: September 18, 2018, 6:30 PM

Place: 430 Market Street, Perth Amboy, NJ 08861

OPEN PUBLIC MEETINGS ACT STATEMENT

In accordance with the “Open Public Meetings Act” P.L. 1975, c. 231 (Sunshine Law), the schedule and notification of this meeting have been published on Courier News and Home News Tribune since September 15, 2018.

Mission Statement:

The mission of the Middlesex County STEM Charter School is to provide rigorous science, technology, engineering, and math curricula in a diverse and nurturing environment to spark students’ interest at early ages in STEM careers.

AGENDA

- I. The Regular Meeting of the Middlesex County STEM Charter School is called to order at _____. The Board reserves the right to act on any or all agenda items.

Moved by _____, seconded by _____ Roll call:

Roll Call by Mrs. Jackie Lewis:

Trustee	Position	Term Expires	Attendance
Mrs. Jackie Lewis	President	June 30, 2021	
Mr. John Cascarano	Member	June 30, 2020	
Mr. Anthony Attansio	Member	June 30, 2020	
Dr. Ozcan Uzun	Member	June 30, 2019	
Vacant	Member		

Also Present:

Member	Position	Attendance
Dr. Namik Sercan	Chief Education Officer	
Fatih Kayalar	Business Administrator/ Board Secretary	

II. Acceptance of Agenda & Minutes

Moved to accept the agenda,

Moved by _____, seconded by _____ Roll call:

BE IT RESOLVED, Middlesex County STEM Charter School Board of Trustees approves the minutes for the Board of Trustees meeting on August 28, 2018.

Moved by _____, seconded by _____ Roll call:

III. Public Comments

Board President or designee opens the public comment session on any topic. Each person is limited to speak for a period of three (3) minutes and will be asked to give their full name, spell their last name and provide their address. Board President or designee closes the public comment session on any topic.

IV. Chief Education Officer's Report

1. Back to School Night
2. Enrollment: 94 students enrolled (49 Kindergarten, 23 First Grade, and 22 Second Grade).
3. Collaboration with YMCA.
4. Transportation (14 bus rides, and 27 attending after school care at YMCA).
5. Grand Opening Ceremony, 10/23/2018.

V. Policy Adoptions

- i. ***BE IT RESOLVED***, that the Board approves the second reading and adoption of the following policies as detailed in the exhibits attached hereto and made a part of the minutes:

1. Policy 1240: Evaluation of the School Lead
2. Policy 1510: Americans with Disabilities Act
3. Policy 1570: Internal Controls
4. Policy 2418: Section 504 of the Rehabilitation Act of 1973 – Students
5. Policy 2460: Special Education
 - Policy 2460.1: Special Education – Location, Identification, and Referral
 - Policy 2460.8: Special Education – Free and Appropriate Public Education
 - Policy 2460.15: Special Education – In-Service Training Needs for Professional and Paraprofessional Staff
 - Policy 2460.16: Special Education – Instructional Material to Blind or Print-Disabled Pupils
6. Policy 3221: Evaluation of Teachers
7. Policy 5600: Student Discipline/Code of Conduct

8. Policy 5512: Harassment, Intimidation, and Bullying

ii. **BE IT RESOLVED**, that the Board approves the first reading of the following policies regulations as detailed in the exhibits attached hereto and made a part of the minutes:

1. Policy 1613: Disclosure and Review of Applicants Employment History
2. Regulation 1613: Disclosure and Review of Applicants Employment History
3. Regulation 1240: Evaluation of the School Lead
4. Regulation 1510: Americans with Disabilities Act
5. Regulation 1570: Internal Controls
6. Regulation 2418: Section 504 of the Rehabilitation Act of 1973 – Students
7. Regulation 2460: Special Education
 - Policy 2460.1: Special Education – Location, Identification, and Referral
 - Policy 2460.8: Special Education – Free and Appropriate Public Education
 - Policy 2460.15: Special Education – In-Service Training Needs for Professional and Paraprofessional Staff
 - Policy 2460.16: Special Education – Instructional Material to Blind or Print-Disabled Pupils
8. Regulation 3221: Evaluation of Teachers
9. Regulation 5600: Student Discipline/Code of Conduct
10. Regulation 5512: Harassment, Intimidation, and Bullying

VI. Designations, Discussions, and Action Items

i. **BE IT RESOLVED**, that The Board hereby approves the designation of Ms. Brenda Liss at the law firm, Riker Danzig Scherer Hyland Perretti, LLP. as the Board attorney.

Moved by _____, seconded by _____ to approve designations and resolution.
Roll call:

ii. **BE IT RESOLVED**, that The Board hereby approves the designation of Mr. Richard Barre at the firm of Barre & Company, LLC. As the auditor for the Fiscal Year 2019.

Moved by _____, seconded by _____ to approve designations and resolutions.
Roll call:

iii. **BE IT RESOLVED** that The Board hereby approves the School Business Administrator or designee as custodian of \$500 Petty Cash fund for the school year **2018-2019** with a \$75 limit per purchase.

Motion by _____, seconded by _____ to approve the motion.
Roll call:

- iv. **BE IT RESOLVED**, that The Board hereby approves to authorize the Business Administrator to make purchases, up to the bid threshold utilizing the quotation process and/or purchases from NJ State contract vendors and/or purchases from other qualified pricing cooperatives/consortiums approved/awarded vendors (e.g. approved vendors from the West/Central NJ Pricing Cooperative/Ed-Data/Morris County Educational Services Commission as the lead agency, the Hunterdon County Educational Services Commission, the Educational Services Commission of NJ Cooperative Pricing System, Mercer County Special Services School District, Morris County Cooperative Pricing Council, NSBA BuyBoard, Keystone Purchasing Network (KPN), PEPPM, US Communities, National Joint Purchasing Alliance.)

Motion by _____, seconded by _____ to approve the motion.
Roll call:

- v. **BE IT RESOLVED**, that The Board hereby approves Board President and Board Secretary to **Sign Warrants** (checks).

Motion by _____, seconded by _____ to approve the designations.
Roll call:

- vi. **BE IT RESOLVED**, that The Board hereby approves the use of **Facsimile Signatures** for the Board President for ensuing term of the board on warrants, paychecks, and contracts.

Motion by _____, seconded by _____ to approve the designations.
Roll call:

- vii. **BE IT RESOLVED**, that The Board hereby approves to authorize the Purchasing Agent to **Award Contracts** up to the bid threshold of \$29,000 and set the quote threshold at 15% of the bid threshold pursuant to 18A:18A-3(b).

Motion by _____, seconded by _____ to approve the designations.
Roll call:

- viii. **Early Payment of Bills** - Resolution to designate a Board Member to review and approve early payment of bills.

WHEREAS, the Board of Trustees of Central Jersey College Prep Charter School does recognize that there is an advantage to paying their obligations in a timely manner, and

WHEREAS, the Board of Trustees of Central Jersey College Prep Charter School does recognize that some billings become due before an official Board meeting, and that payment of said billings would benefit the Board monetarily and business wise, and therefore, be it:

BE IT RESOLVED, that the Board of Trustees of Central Jersey College Prep Charter School does hereby designate **Business Administrator** as their delegate to review and approve early payment of certain bills with official approval by the full Board at this official meeting following said approval. The list of bills that will be paid early is followed;

- Utility Bills
- Rent
- Advertisement and Public Notice Bills
- Insurance payments
- The accounts that functions with the limits, has certain payment dates and late/finance charges

Motion by _____, seconded by _____ to approve designations and resolution.
Roll call:

- ix. **WHEREAS**, Middlesex County STEM Charter School and Central Jersey College Prep Charter School shares staff members through a mutually-agreed contract previously adopted by the Board of Trustees for each school.

WHEREAS, shared staff members are required to travel between two schools, which must be compensated in a consistent manner with provisions in N.J.S.A. 18A:11.

BE IT RESOLVED, that the Board approves travel reimbursements for shared employees pursuant to N.J.S.A. 18A:11-12 and State of New Jersey Department of the Treasury, Office of Management and Budget (NJOMB) Circulars 08-19-OMB and 06-14-OMB (OMB Circulars) and any superseding circulars pertaining to **travel**, meals, events and entertainment, and the additional requirements set forth in N.J.A.C. 6A:23A-7.

Moved by _____, seconded by _____ to approve the motion.
Roll call:

- x. **BE IT RESOLVED**, that the Board approves the contract with the University Urganicare, LLC for school physician services, as presented in **Appendix 21**.

Moved by _____, seconded by _____ to approve the motion.
Roll call:

- xi. **BE IT RESOLVED**, that The Board hereby approves one (1) additional Kyocera copier lease with the term of 48 months and the monthly payment of \$239 and approves Ameritechnology LLC. as a vendor. The quote is attached as **Appendix 22**.

Motion by _____, seconded by _____ to approve the motion.
Roll call:

- xii. ***BE IT RESOLVED***, that The Board hereby approves Courier News and Home News Tribune as official news media for the school year 2018-19.

Moved by _____, seconded by _____ to approve the motion.
Roll call:

VII. Human Resources

- i. ***BE IT RESOLVED***, that the Board approves the hiring of the following persons to be employed at the Middlesex County STEM Charter School.

Moved by _____, seconded by _____ to approve designations and resolution.
Roll call:

VIII. Executive Session

IX. Adjournment

Moved by _____, seconded by _____ to adjourn the meeting at _____ p.m.
Roll call:

Attachments

1. Policy 1240: Evaluation of the School Lead
2. Policy 1510: Americans with Disabilities Act
3. Policy 1570: Internal Controls
4. Policy 2418: Section 504 of the Rehabilitation Act of 1973 – Students
5. Policy 2460: Special Education
 - Policy 2460.1: Special Education – Location, Identification, and Referral
 - Policy 2460.8: Special Education – Free and Appropriate Public Education

- Policy 2460.15: Special Education – In-Service Training Needs for Professional and Paraprofessional Staff
 - Policy 2460.16: Special Education – Instructional Material to Blind or Print-Disabled Pupils
6. Policy 3221: Evaluation of Teachers
 7. Policy 5600: Student Discipline/Code of Conduct
 8. Policy 5512: Harassment, Intimidation, and Bullying
 11. Policy 1613: Disclosure and Review of Applicants Employment History
 12. Regulation 1613: Disclosure and Review of Applicants Employment History
 13. Regulation 1240: Evaluation of the School Lead
 14. Regulation 1510: Americans with Disabilities Act
 15. Regulation 1570: Internal Controls
 16. Regulation 2418: Section 504 of the Rehabilitation Act of 1973 – Students
 17. Regulation 2460: Special Education
 - Policy 2460.1: Special Education – Location, Identification, and Referral
 - Policy 2460.8: Special Education – Free and Appropriate Public Education
 - Policy 2460.15: Special Education – In-Service Training Needs for Professional and Paraprofessional Staff
 - Policy 2460.16: Special Education – Instructional Material to Blind or Print-Disabled Pupils
 18. Regulation 3221: Evaluation of Teachers
 19. Regulation 5600: Student Discipline/Code of Conduct
 20. Regulation 5512: Harassment, Intimidation, and Bullying
 21. Agreement with the school physician
 22. Copier lease agreement



Health Services Agreement

This Agreement is made this 20 day of July, 2018, by and between **UNIVERSITY URGICARE, LLC**, a New Jersey limited liability company with a primary location at 1553 Route 27, Suite 2100, Somerset, New Jersey 08873 ("Practice"), and **Middlesex County Stem Charter School** located at 430 Market St, Perth Amboy, NJ 08861.

RECITALS

1. Compensation

- A. Employer shall be solely responsible for the payment of any and all Services rendered.
- B. Medical service charges for the year 2018-2019 is \$1000.
- C. Payment will be due September 30th 2018.

2. Term and Termination

- A. The term of this Agreement shall be effective as of **September 1, 2018** and shall continue for a term of one (1) year, unless terminated earlier as herein provided. Thereafter, this Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice of non-renewal to the other party at least fifteen (15) days' prior to the then current expiration date.
- B. This Agreement may be terminated upon the occurrence of any of the following events: (1) upon the mutual written agreement of the parties; (2) without cause upon thirty (30) days' notice by either party; or (3) either party's failure within fifteen (15) days to cure any material breach of this Agreement upon receipt of written notice regarding the nature of the breach.

The individuals signing below represent that they are authorized by their respective parties to execute this Agreement on behalf of the party and bind them to the obligations set forth herein.

EMPLOYER

By: _____

Title: _____

Date: _____

PRACTICE

By: [Signature]

Title: Medical Consultant

NPI#: 1619104650

State License #:25MA08776700

Date: 7/20/18

LEASE AGREEMENT

Please fax completed agreement to 1-866-329-8795
 Questions or need assistance? Call 1-866-550-8795

This Lease has been written in "Plain English." When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, We mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.

LESSEE INFORMATION	Lessee Name Middlesex Stem Charter School		Lease Number
	Lessee Billing Address 430 Market St Perth Amboy, NJ 08861		Lessee Phone Number 609-664-7374
	Equipment Location (if different from above) Same		Federal Tax ID Number 82-4816745
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") and Billing Address		Supplier Phone Number
EQUIPMENT DESCRIPTION	Make/Model/Accessories	Quantity	Serial Number(s)
	Kyocera 3552ci	1	
PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option - 10% of Total Cash Price		
TERM AND PAYMENT	Initial Lease Term (months): 60	Lease Payment: \$239.00	Advance Lease Payment (Non Refundable) PLUS APPLICABLE TAX

TERMS AND CONDITIONS

1. LEASE. You agree to lease the Equipment from Us on the terms and conditions of this lease agreement ("Lease.") The Equipment will be deemed irrevocably accepted by You upon the earlier of a) the delivery to Us of a signed Delivery and Acceptance Certificate or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Lease commences on the day the Equipment is delivered to You (the "Commencement Date") and the first Lease payment shall be due on the Commencement Date or any other date that we designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY. You authorize us to adjust the Lease Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes.

2. NO WARRANTIES. You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE. You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You will pay for any repairs. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses for the return of the Equipment to Us, to a location in the United States that We designate. We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due on this Lease.

4. ASSIGNMENT. You agree not to sell, assign or sublease either the Equipment or any right under this Lease without Our prior written consent. We may sell or assign the Lease without notice and the new owner will not be subject to any claims, defenses or setoffs that You may have.

5. TAXES AND FEES. You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement.

6. INSURANCE. You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. PURCHASE OPTION; AUTOMATIC RENEWAL. If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

8. DEFAULT AND REMEDIES. You shall be in default under this Lease if (a) You fail to make any Lease payment or other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease and this failure continues for 10 days, (c) You become insolvent. If a default occurs, We may do one or more of the following: (a) terminate the Lease, (b) require that You immediately pay to Us the balance of unpaid Lease payments plus the present value of the Equipment's anticipated residual value discounted at 3 % per annum plus any other amounts due under this Lease, (c) demand that You return the Equipment to Us, and (d) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as is the maximum allowable under applicable law.) You will pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You.

9. OWNERSHIP; UCC. Unless you have a \$1.00 purchase option, We are the owner of the Equipment and the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment.

10. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

11. TRANSITION BILLING. In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to your first invoice.

12. MISCELLANEOUS. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. THE EQUIPMENT WILL BE USED ONLY FOR BUSINESS PURPOSES. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

EVERBANK COMMERCIAL FINANCE, INC.		Lessee	
Lessor		X 	
X _____		8/30/18	
Authorized Signature _____		Date _____	
Print Name and Title _____		Authorized Signature _____	
_____		Fatih Kayalar - Business Administrator	
_____		Date _____	
Print Name and Title _____		Print Name and Title _____	
ACCEPTANCE OF DELIVERY			
You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory and therefore you accept the Equipment. Further, all terms and conditions of the Lease have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. We are not the manufacturer, supplier or dealer of the Equipment.			
X _____		_____	
Authorized Signature _____		Date _____	
Print Name and Title _____		_____	

Customer Name	Date	Approved by
Middlesex Stem Charter School	08/30/2018	Fatih Kayalar

SALES ORDER TERMS AND CONDITIONS

1. This order shall not be binding on Ameritech (AGI) until approved at AGI's home office at Saddle Brook, NJ.
 2. All shipments shall be F.O.B. our warehouse.
 3. AGI reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve buyer of the obligation to accept remaining installments.
 4. AGI reserves the right, at any time, to revoke any credit extended to buyer because of buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by AGI.
 5. AGI shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond AGI's control, including, without limitation, strikes, lockouts, fire, embargoes, war and other outbreaks of hostilities, inability to obtain materials or shipping space, machinery breakdowns, delays of carriers or supplies, governmental acts and regulations, other causes beyond AGI's control and receipt of orders from all sources in excess of AGI's then scheduled production capacity.
 6. AGI warrants that the goods covered by this order, when delivered to the buyer, will be of merchantable quality and free from defects in workmanship and material. In no event shall AGI be liable for result in or consequential damages occasioned by any breach of warranty.
- THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HERE OF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OR EXCLUDED.**
7. All claims for goods or delay in delivery shall be deemed waived unless made in writing delivered to AGI within ten days after receipt of goods by buyer.
 8. Title to all goods and equipment shall remain with AGI until such time as the purchase price thereof shall have been paid in full.
 9. AGI shall have a security interest in all goods and equipment delivered to buyer until the purchase price for the same shall have been paid in full. At the request of AGI, buyer shall execute and deliver a security agreement and/or financing statements in the form or forms submitted to buyer by AGI.
 10. This contract shall be governed and construed according to the laws of New Jersey as they pertain to arbitration between the parties only, and will be the remedy for both parties in the event of a dispute.
 11. This contract constitutes the entire agreement between the parties and may not be modified or terminated except in writing, signed by an officer of AGI.

MANAGED PRINT SERVICES AGREEMENT

1. The Agreement charges are payable upfront at acceptance of contract. Ameritech has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to Ameritech under this Agreement.
2. During the term of the Agreement, Ameritech will provide labor services. All labor is covered while performing service calls unless the equipment has been damaged by external causes, such as accident, misuse, neglect, theft, vandalism, lightning, electrical power failure, fire, water, or other casualty. Repair and/or replacements parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, cassettes, doors, operation panels, covers and staples. Toner will be provided as needed. Customer agrees to pay all toner and maintenance kit freight charges and taxes.
3. The Base Rate is the fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate for the term of the agreement. Overages will be billed monthly or quarterly.
4. The customer may not cancel this Agreement. In the event of default by Customer, Ameritech may accelerate the payments due under the terms of this Agreement and for exercise any other rights granted by law. This Agreement is non-refundable or transferable.
5. All toner cartridge and supplies provided under this Agreement shall at all times remain the property of Ameritech. Customer may use the toner cartridges pursuant to the terms of this Agreement, but Customer shall not have any ownership rights in or to the toner cartridges or supplies. In the event this Agreement is terminated, Customer shall make available all toner cartridges for pick-up by Ameritech within five (5) business days after the date this Agreement is terminated. Customer shall not be charged for any toner cartridges in use upon the expiration of this Agreement. Any toner cartridges not returned shall be billed by Ameritech to Customer at the current cartridge or supplies retail purchase price. The ordering of cartridges significantly in excess of the number of prints produced may be charged to Customer by Ameritech. This is based on the manufacturer recommended yields.
6. Customer shall notify Ameritech promptly upon installing any additional equipment at Customer's Site(s) capable of using any toner/parts/kits supplied by Ameritech. If the Additional Equipment is of the same model as any of the Equipment serviced by Ameritech under this Agreement then, upon installation, such Additional Equipment shall automatically be covered by and considered Equipment under the terms of this Agreement. Any other Additional Equipment will be listed as an addition to the Agreement on the effective date such Additional Equipment was first delivered to Customer's Site(s). Billings or surcharges for Additional Equipment will be reflected in the billing cycle immediately following the billing cycle in which the Additional Equipment was added.
7. All service will be performed during normal business hours. If emergency service is requested, additional charges will be incurred. If service is performed at other times at the customer's request, the Customer will be charged Ameritech's after hours billing rate of \$195.00 per hour.
8. Accurate usage billing under this Agreement is based upon Ameritech obtaining accurate monthly/quarterly/yearly usage readings via phone, email or MPS Remote Monitoring System. Access to install this software on your network must be granted. Customer agrees that usage may be accessed and reported in this manner.
9. This Agreement shall not apply to service or repairs made necessary by, or to repairs made necessary as a result of moving the equipment or service by personnel other than Ameritech personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repairs or replacement due to the forgoing shall be paid by the Customer at the Ameritech current billing rate for parts and labor.
10. The initial term of this Agreement is one (1) year. Upon expiration of the initial term of this Agreement, this Agreement will automatically renew for successive one (1) year terms unless the Customer provides written notice, non-renewal at least thirty (30) days before the end of the term. A renewal invoice will be sent out automatically with updated rates (if any) at least thirty (30) days prior to due date. Ameritech reserves the right to deny renewal at the conclusion of the current Agreement. Payment of this agreement constitutes full acceptance of the terms of the Agreement.
11. If any part of a payment is not paid when due, the Customer agrees to pay a late charge of 1.5% or the minimum allowed by law, per month, on the unpaid balance. The Customer also agrees to pay \$50.00 for each check returned for insufficient funds and administrative fees of \$7.00 for billings other than those paid annually.
12. Ameritech shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall Ameritech be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly.
13. This Agreement shall be governed by New Jersey law. If this agreement is placed in collections for any reason, Customer shall be liable for all costs of collection and attorney's fees.
14. This Agreement does not cover any computer or network related problem unless optional coverage was purchased. If the customer requests any work on said items, normal network charges will be incurred. If the Customer calls Ameritech for correction of a problem related to the Customer's computer network, the Customer will be charged Ameritech's current effective billing rate for this service. (currently \$175.00 per hour)
15. This Agreement constitutes the whole Agreement between Ameritech and the Customer and may only be amended by authorized personnel at Ameritech.

I read and agree to the terms. *FK*