

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**September 11, 2017**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to Order** – President Noble called the meeting to order.

**B. Roll Call** – President Noble called the roll.

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Present K. Shepherd Present

**C. Pledge of Allegiance** – President Noble led the Pledge of Allegiance.

**D. Recognition of Employee Achievement**

1. The Eaton Board of Education and Administration wishes to recognize Mrs. Yvonne Morton for her professionalism, dedication, and outstanding representation of the Eaton Community School District.

Furthermore, the Board and Administration wishes to congratulate Mrs. Morton on completing the SWOCA EMIS Advanced Leadership (SEAL) Academy – Level 1.

2. The Eaton Board of Education and Administration wishes to recognize Carolyn Bulach and Samantha Torrey for their outstanding scores on the 2016-2017 Ohio Resident Educator Summative Assessment. Mrs. Bulach and Mrs. Torrey ranked in the top 100 overall scores out of 8,553 teachers who took the assessment. Their commitment and dedication to the educational process is commendable.

**E. Recognition of Visitors**

1. The family of Rosemond Murphy. Shawn Murphy and Kathy Murphy Willis said they would like to see tennis courts be built with the funds the District received from their grandmother's estate. Mr. Shepherd thanked the Murphy family again for the generous donation.
2. East Elementary Kindergarten Teachers, to discuss the staggered start. Teachers at East Elementary thanked the Board for allowing them to do a staggered start this school year.
3. Amanda Weisbrodt and Jamie Wray, Representatives from ComDoc, to discuss printer/copier services and scholarship.
4. Terry Willis, citizen of Eaton, shared he has a High School Sophomore who lives with him. Mr. Willis explained his concern on not receiving returned phone calls. Mr. Willis also expressed his concern about the food being served because of the food directive. He inquired about what guideline the District follows for the

food served. He also inquired about the schedule not matching what was requested. Dr. Curry suggested Mr. Willis express his concerns to Mr. Couch.

**F. Other Opening Business – None.**

**II. Treasurer's Business – Rachel Tait**

***ADOPTION OF CONSENT AGENDA ITEM - FINANCIAL***

Action by the Board of Education in "Adoption of Consent Agenda Item" at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

**A. The Treasurer recommends approval of the following:**

1. Approve minutes of the August 10, 2017 Regular Board Meeting.
2. Submission of Warrants.
3. Submission of Financial Report.
4. Submission of Investments.
5. Approve FY18 Permanent Appropriations.
6. Transfer \$375,557.40 from 001-0000 to 001-9413 Set Aside Instructional Material.
7. Transfer \$375,557.40 from 001-0000 to 001-9414 Set Aside Capital Improvements.
8. Create new fund 007-9995 R. Murphy High School Capital Improvement Fund.
9. Approve moving Leslie Sparks to a Masters +15 on the pay scale effective August 28, 2017.

Motion by Mr. Pool, seconded by Mr. Shepherd

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1718-011**

### **III. Reports**

- A. Miami Valley Career Technology Center Report** – Mr. Parks said MVCTC's start of the school year is going well.
- B. Parks and Recreation Board Report** – Mr. Shepherd said the concrete pad has been poured at Fort St. Clair.
- C. Superintendent's Report** – Dr. Curry shared the gifted education plan.
- D. Other Reports** – None.

### **IV. Old Business** – None.

### **V. New Business**

#### ***ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL***

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items A through H are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

#### **A. Resignations**

The Administration recommends approval of the following resignations and retirement.

1. Ty Tolliver, 7<sup>th</sup> Grade Basketball Coach, resignation effective for the 2017-2018 school year.
2. Cathy Mantia, Central Office Secretary Assigned to the Superintendent, resignation effective October 11, 2017.
3. Sara Mantia, Special Education Aide, resignation effective September 27, 2017.
4. Sean Sims, Varsity Boys Basketball, resignation retroactive to September 7, 2017.

#### **B. Employment – Certified Staff – Mentors**

The Administration recommends the following mentors for the 2017-2018 school year, to be paid \$600.00 for supporting first and second year resident educators. All mentors are receiving or have received the required state training.

1. Anne Bruce, Year 2 Mentor
2. Erica Hamilton, Year 1 Mentor

3. Deanna Hicks, Year 1 Mentor
4. Emily Schaeffer, Year 2 Mentor
5. Kelli Wright, Year 1 Mentor

**C. Employment – Certificated Staff Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2017-2018 school year, or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. William Aukerman, Assistant Swim
2. Emily Dumler, 3<sup>rd</sup> Grade Level Leader – ½ stipend
3. Joe Ferriell, 8<sup>th</sup> Grade Basketball
4. Kevin Kochensparger, Grade 9 Class Advisor
5. Derek Lucas, JV Baseball

**D. Employment – Classified**

The Administration recommends the employment of the following personnel for the 2017-2018 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Janice Wentzell, Bus Driver, effective October 1, 2017

**E. Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the Preble County Educational Service Center**

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2017-2018 school year, as certified by the Preble County Educational Service Center.

1. Daniel Bell
2. Dawn Crandall, retroactive to August 16, 2017
3. Melissa Dare
4. Richard Faber III
5. Daryl Foster, Jr.
6. Melissa Hudson
7. Damian Koester
8. Bridgette O'Connell
9. Kerry Oliver
10. Aubrey Salyers
11. Sean Sims
12. Mary Mendenhall

**F. Employment – Language Tutor**

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for Limited English speaking students; to be paid at a rate of \$13.00 per hour, not to exceed 40 hours per week for a total not to exceed 850 hours, retroactive to August 16, 2017.

**G. Employment of Non-Certificated Substitute**

The Administration recommends employment of the following personnel for the 2017-2018 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Martha Allen, Substitute Special Education Aide

**H. Authorization to Operate Band Equipment Van**

The Administration recommends authorization for the following volunteers to operate the band equipment van during the 2017-2018 school year, pending completion of all state and local requirements.

1. Daniel Schmidt
2. Todd White
3. Rob Cottle

Motion by Mr. Parks, seconded by Mr. Cooper

Discussion – Mr. Parks mentioned E.11. is the basketball coach moving to Cleveland.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1718-012**

***ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE***

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items I through O are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

**I. Career Advising Resolution**

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved the policy for Career Advising.

Whereas, the Eaton Community School Board of Education reviewed Policy 2413, Career Advising.

Be It Resolved That, the Eaton Community School Board of Education affirms and authorizes the Eaton Community Schools to continue the implementation of Policy 2413, Career Advising.

**J. Agreement with the Preble County Educational Service Center for a Literacy Intervention Provider**

The Administration recommends approval of the agreement for the Preble County Educational Service Center to provide a Literacy Intervention Provider, retroactive to September 5, 2017. This will be funded through Title I.

**K. Agreement with Butler County Educational Service Center for the Success Program**

The Administration recommends approval of the agreement with the Butler County Educational Service Center for the Success Program (Attachment A).

**L. Memorandum of Understanding with Preble County YMCA**

The Administration recommends approval of the Memorandum of Understanding between the Eaton Community Schools Board of Education and the Preble County YMCA to waive the fees associated with the use of facilities for the Eaton High School's swimming program and the Dayton Metro basketball program (Attachment B).

**M. Agreement with ComDoc**

The Administration recommends the five (5) year lease agreement with ComDoc for copiers and printer/copier maintenance (Attachment C).

**N. Obsolete Items List**

The Administration recommends approval to declare certain items as obsolete and to dispose of them accordingly.

1. 22 Beg Auto CAD Workbook, 2011, Eaton High School
2. 8 Beg Auto CAD Workbook, 2008, Eaton High School
3. Kenmore Microwave, tag number 10620, Eaton High School

4. 7 shoulder pads, Eaton High School Athletic Department
5. 58 girdle pads, Eaton High School Athletic Department
6. 2 Varsity Helmets, Eaton High School Athletic Department
7. 7 middle school helmets, Eaton Middle School Athletic Department
8. Miscellaneous kitchen/cafeteria cooking supplies, district storage building
9. Manual can opener, district storage building
10. Hand held electric mixer, district storage building
11. Hobart Food Processor, tag number 010705, district storage building
12. 6 boxes of library books, with no monetary value, East Elementary
13. Library cart, East Elementary

#### **O. Donation**

The Administration recommends acceptance of a donation from the estate of Rosemond Murphy, in the amount of \$104,000.00 to be used for capital improvements at Eaton High School.

Motion by Mr. Shepherd, seconded by Mr. Cooper

Discussion – Mr. Pool inquired about ComDoc from Mr. Salyers. Mr. Salyers explained he contacted three vendors he had experience with for proposals.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1718-013**

#### **P. Executive Session (if necessary)**

To consider the employment of a public employee or official  
Dr. Curry, Rachel Tait, Travis Miller, Matt Robbins, and Toby Salyers were invited to participate in executive session.

Motion by Mr. Cooper, seconded by Mr. Pool to convene executive session.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1718-014**

President convenes executive session at 6:44 p.m.

President resumes open session at 8:50 p.m.

## II. Adjournment

Motion by Mr. Parks, seconded by Mr. Cooper to adjourn the meeting.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1718-015**

President adjourns meeting at 8:51 p.m.

DATE \_\_\_\_\_

PRESIDENT \_\_\_\_\_

TREASURER \_\_\_\_\_

### Upcoming Board Meetings

#### Regular Meeting

Monday, October 2, 2017 – 6:00 p.m.

Hollingsworth East Elementary



**AGREEMENT BETWEEN  
EATON COMMUNITY SCHOOLS  
AND  
BUTLER COUNTY EDUCATIONAL SERVICE CENTER,  
FOR  
SUCCESS PROGRAM**

The Butler County Educational Service Center (BCESC) and Eaton Community Schools (ECS) within Preble County will jointly provide services to students and families in need under the following conditions:

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will employ a Success Supervisor to oversee services to children and their families. The BCESC Supervisor will oversee the supervision/evaluation of BCESC staff member (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1 Community School Liaison and related supervision, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for the liaison to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed a total of \$20,000 for Success services for the 2017-2018 school year. ECS will be invoiced for services in December, 2017 (\$10,000) and April, 2018 (\$10,000) by the BCESC.

This agreement will be in effect from August 1, 2017-July 31, 2018.

Both parties agree to resolve disputes over obligations set forth in this agreement as reasonably as possible. However, this agreement or parts of this agreement can be terminated by either party for cause provided that either party provide written notice to the other party of the defaults that are claimed to have occurred and give the party ten (10) days within which to cure such defaults. In the event that the defaults are not cured, notice in writing will be given to the defaulting party and this agreement will terminate within thirty (30) days of such notice.

Administration coordination for this agreement will be the responsibility of designated individuals of ECS and the BCESC. These individuals will be responsible for the implementation and monitoring of this contract and will meet regularly to review the progress of the agreement.

\_\_\_\_\_  
Graham Pritchard  
Board President, Butler County ESC

date \_\_\_\_\_

\_\_\_\_\_  
Treasurer, Butler County ESC

date \_\_\_\_\_

\_\_\_\_\_  
Board President, Eaton Community Schools

date \_\_\_\_\_

\_\_\_\_\_  
Treasurer, Eaton Community Schools

date \_\_\_\_\_

**Memorandum of Understanding  
Between the Eaton Community School District  
and the Preble County YMCA**

To: Preble County YMCA  
Paul Schreiber, Executive Director

CC: Eaton Community Schools  
Dr. Barbara Curry, Superintendent  
Rachel Tait, Treasurer  
Matt Robbins, Director of Operations  
Travis Miller, Athletic Director

Upon signing, the Preble County YMCA and Eaton Community School district agree to a shared facility use agreement in which fees associated with the below mentioned facility usage would regularly be charged:

Eaton Community Schools use of the Preble County YMCA swimming pool for interscholastic events and practices for the 2017-2018 swimming season:

- All charges outlined on the 2017-2018 swimming pool rental proposal shall be waived (\$0).
  - Post season practices and meets (interscholastic competitions), lifeguards, pool or facility maintenance, equipment and custodial charges.
  - Any fee or charge to be billed to Eaton Community Schools shall be agreed upon in advance by both parties.
  - All guidelines for use as listed shall be enforced.
    - Four lanes will be dedicated to the Swim Team during the stated times.
    - Swim team will be responsible for putting in additional swim lane that will remain open for YMCA members only.
    - Swim Team Coach will be responsible for assisting with the installation of lane markers at each practice.
    - YMCA shall provide starting blocks, lane markers, false start rope, and backstroke flags for meet. All staffing, timing set-up and tear-down shall be the responsible of the Eaton High School Swim Team.
    - Eaton High School Swim Team Coach must be present at all practices and meets.
    - YMCA shall not be responsible for any lost or stolen items. Please secure all valuables.
    - Eaton High School shall be responsible for paying all fees within 15 days of the completion of the season.
    - In the event that swimmers make it to the post season and need additional weeks of practice, the length of this agreement, lanes required, and practice times can be adjusted to meet the needs of the swim team.

The Preble County YMCA use of Eaton Community Schools facility for Dayton Metro Youth Basketball events and practices for the 2017-2018 season:

- All charges outlined on the original facility use rental agreement shall be waived (\$0).

- Waived fee charges to include all fees associated with facility use for both regular and post season practices and events including use of equipment and custodial charges.
- Any fee or charge to be billed to the Preble County YMCA in care of the Dayton Metro Basketball Program shall be agreed upon in advance by both parties.
- All guidelines for usage as listed on the Attachment A, Facility Use Agreement, shall be enforced.

Authorized Signature (ECS): \_\_\_\_\_

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

Executive Director (YMCA): \_\_\_\_\_

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

Program Director (YMCA): \_\_\_\_\_

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



## EATON COMMUNITY SCHOOLS

### Facility Use Agreement

The requesting organization/individual (hereinafter referred to as the User(s)) and the Eaton Community School District, agree to allow the following described rooms(s) and/or facility(ies) to be used by User(s) (in each case, referred to below as, the “Facilities”) subject to the following terms and conditions which are agreed to by the respective parties pursuant to this Facility Use Agreement (the “Agreement”):

#### Section A: Facilities and Rental Fees

1. A custodian (or other district personnel approved by the Superintendent) is required to be onsite for all events.
2. The User(s) agrees the following rates based on the need for the event. Fees are subject to change.

Buildings & Rooms	Rates
<b>Performing Arts Center</b> (Event Supervisor(s) Required)	<b>*\$375.00 per hour</b> *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used.
<b>Athletic &amp; Wellness Complex – Stadium</b> (Includes Football Field & Track)	<b>*\$375.00 per hour</b> *Charges for the PAC are a base rate for a maximum of four (4) hours <i>per day</i> . Additional hours per day will be charged at 10% of the base rate for each hour or fraction of an hour the PAC is used.
<b>Athletic &amp; Wellness Complex – Concession Stand</b> (Kitchen Staff Required)	<b>\$35.00 per hour</b>
<b>Athletic &amp; Wellness Complex – Wellness Room</b>	<b>\$25.00 per hour</b>
<b>Kitchens – All Buildings</b> (Kitchen Staff Required)	<b>\$35.00 per hour</b>
<b>Cafeterias – All Buildings</b>	<b>\$50.00 per hour</b>
<b>Gymnasiums – All Buildings</b>	<b>\$100.00 per hour</b>
<b>Auxiliary Gymnasiums – All Buildings</b>	<b>\$75.00 per hour</b>
<b>Media Centers – All Buildings</b>	<b>\$25.00 per hour</b>

<b>ECS Staff &amp; Personnel</b>	<b>*Rates</b>
<b>Custodians</b>	<b>\$54.00 per hour (overtime rate)</b>
<b>Kitchen Staff</b>	<b>\$25.44 per hour</b>
<b>Technical Staff - Basic</b> (Building/Stadium – Lighting, Sound, Scoreboard)	<b>\$30.00 per hour</b>
<b>Technical Staff – High Technology</b> (Performing Arts Center, Stadium)	<b>\$50.00 per hour</b>
<b>Event Supervisor – Performing Arts Center</b> (1 Event Supervisor is required – if food is served during event 2 Event Supervisors are required)	<b>\$25.00 per hour</b>

The rates for ESC Staff and Personnel are for regular time only. Overtime and Sunday rates may apply.

- User(s) who qualify for free use of facilities may have the building and room fees waived, but will be responsible for payment of all time worked by Eaton Community School District employees.
- The need for any additional employees not listed above will be charged at the employee's hourly rate.
- A deposit may be required at the discretion of the Eaton Community School District.
- All fees associated with the rental of the facility will be paid by the User(s) within thirty (30) days after the event.
- Additional fees for use of District equipment may apply.
- The custodial hours charged may exceed the total hours indicated on the Facilities Request Form if additional hours are required to clean up from the event.
- Two (2) event supervisors are required for the Performing Arts Center if food will be available during an event.
- Additional rental fees of \$500.00 may be charged if items such as silly string, confetti, glitter, etc. are used in the Facilities. This fee would be in addition to any custodial fees.

## **Section B: Use of Facilities**

- The User(s) shall be entitled to use the Facilities, subject to availability, upon completion of a Facilities Request Form which shall contain the dates and the specific buildings and rooms required (the "Facilities").
- For the purpose of this Agreement, the User(s) is to use only those parts of the Facilities specified on the Facilities Request Form, and the entrances to those areas.
- The User(s) shall ensure that any furniture and equipment moved during use of the Facilities is replaced, that the Facilities will be left in a clean and tidy condition, that proper care will be taken of the Facilities during use and any damage from such use, whether caused by negligence, recklessness or the willfulness of the User(s), or the servants, agents or invitees of the

User(s), is repaired at the User(s) own cost. The User(s) shall be fully responsible for all loss or damage to Facilities and related property, including property of students and employees.

4. The School reserves the right to terminate this Agreement immediately by notice in writing in its absolute discretion if Section B(3) is contravened by the User(s) (or the servants, agents or invitees of the User(s)) at any time.
5. During the entire term hereof, the User(s) will obtain commercial general liability insurance with a combined single limit of at least One Million Dollar (\$1,000,000), including contractual liability coverage must provide the School with a current Certificate of Insurance prior to use of the Facilities, naming the School as Additional Insured under the policy. User(s) and the School agree that any insurance policies procured by User(s) that provide benefits or protection for the School shall be primary and that any policies procured by School that might happen to provide protection or benefits to the School arising out of User's use of the Facilities shall be excess.
6. The User(s) agrees that no hazardous materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics, or dangerous animals will be brought into the Facilities or used in any way while occupying any portion of any school owned property, unless prior consent is given by the Eaton School Board of Education, or its designee.
7. Except for "service animals" required for use by a person with a disability, the User agrees that no activities involving animals will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
8. A "service animal" is allowed to accompany its human in all areas the human is permitted to go. However, the District may have a service animal removed from the Facilities if the animal is out of control and the animal's handler does not take effective action to control it or the animal is not housebroken. The district is not responsible for the care or supervision of a service animal.
9. At all times the School buildings and grounds shall remain open to the public for public use not inconsistent with the right of the User(s) to use the Facilities hereunder.
10. The User(s) agrees that no activities involving firearms or other weapons will be performed at the Facilities, unless prior consent is given by the Eaton School Board of Education, or its designee.
11. The User(s) will comply with all laws, rules and regulations applicable to the School and its Facilities and the activities conducted thereon. The User(s) will not commit waste and will refrain from any act that would create a nuisance.
12. The use of drugs, alcohol, tobacco or substitute tobacco products are strictly prohibited on school grounds.
13. The User(s) must give written notice to the School of any accident resulting in bodily injury or damage to property of the School or others occurring on School premises or in any way connected with the use of School premises within twenty-four (24) hours of the accident. The notice must include details of the time, place and circumstances of the accident, as well as the names and addresses of the person(s) injured and any person witnessing the accident.
14. The use the Facilities is contingent upon room availability, the availability of required Eaton Community School staff members and weather and parking lot conditions (i.e. snow, ice, etc.).
15. The District reserves the right to demand sufficient time for full investigation, notice and arrangements of all requests for the use of the Facilities and reserves first claim to the use of its own property. Cancellations may be issued by the District with or without due notice. All approvals are to be granted with this understanding.

16. In no case will those who have been granted use of the Facilities assign, transfer, sublet, or charge a fee to another for the use of Facilities.
17. The Eaton School Board of Education shall not be responsible for any payment due to outside organizations that have been booked by the User(s).
18. The User(s) undertakes and agrees to indemnify and hold harmless the School, School board, School board elected and appointed officials, administrators, principals, teachers and all other School employees, volunteers or representatives, and all persons and bodies corporate acting for or on behalf of them ("School Parties"), against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses (including reasonable attorney fees) whatsoever (including injury to persons and damage to property) for which they may be or become liable directly or indirectly arising out of the use of Facilities by the User(s) (or the servants, agents or invitees of the User(s), and for such further sums in excess of those contained in any insurance policy procured by User(s) relating to the use of the Facilities or for such amounts as may not be payable under any such insurance policy.
19. User(s) acknowledge the foregoing terms and conditions of the Agreement and hereby waives, releases, and forever discharges the School Parties, from any and all claims, causes of action, and/or liabilities of every kind and manner whatsoever, including claims for property damage, personal injury or death, in law or in equity, judicial or administrative, civil or criminal, which User(s), its employees, members, agents or invitees has or may have arising out of or in connection with the use of the Facilities or the adjacent property or any act, occurrence, circumstance or event occurring in the Facilities or on the adjacent property.
20. This Agreement may not be modified, altered or amended in any manner except by an agreement in writing executed by the parties. If a court finds any provision of this Agreement to be invalid, the remainder of the Agreement will be valid, enforceable and effective. Section titles in this Agreement are for convenience only and will not limit the terms hereof. This Agreement will be interpreted and governed by the laws of the State of Ohio. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. No use of the Facilities, however, extended shall create or vest in the User(s) any ownership interest in the Facilities (both real estate and personal property) owned by the School.

## ComDoc

## 2017 Document Management Agreement



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

Legal Customer Name		Mailing Address	
Eaton Community Schools		306 Eaton Lewisburg Rd	
City	County	State	Zip
Eaton	PREBLE	OH	45320-1105
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: \_\_\_\_\_

1. We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing.

2. Minimum Monthly Payment: \$4,460.00 Term of Agreement 60 Months

<p align="center"><b><u>Black Impressions</u></b></p> <p>Up to <u>329,667</u> black impressions per month</p> <p>Additional black impressions at \$ <u>0.00350</u> per impression.</p>	<p align="center"><b><u>Color Impressions</u></b></p> <p>Up to <u>6,417</u> color impressions per month</p> <p>Additional color impressions at \$ <u>0.03500</u> per impression.</p>
<p align="center"><b><u>Black Managed Print Impressions</u></b></p> <p>Up to <u>11,875</u> black MP impressions per month</p> <p>Additional black impressions at \$ <u>0.00900</u> per impression.</p>	<p align="center"><b><u>Color Managed Print Impressions</u></b></p> <p>Up to <u>1,542</u> color MP impressions per month</p> <p>Additional color impressions at \$ <u>0.09000</u> per impression.</p>

3. Equipment covered by this Agreement:

Xerox B8075 (8) Xerox C8055(6) Xerox B405DN (2)
<input type="checkbox"/> SEE ATTACHED SCHEDULE A (Signed by Officer)

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

Accepted on: \_\_\_\_\_  
 X \_\_\_\_\_  
 (ComDoc Acceptance)

Dated \_\_\_\_\_, 20\_\_\_\_  
 X \_\_\_\_\_  
 (Customer Acceptance)  
 \_\_\_\_\_  
 (Printed Name)  
 \_\_\_\_\_  
 (Title)



## ComDoc

## 2017 Document Management Agreement

Customer: Eaton Community Schools



(Continued from page 1 of 3)

4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
5. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees.
14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.
15. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. Both parties agree to waive their right to a jury trial.
19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied, or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
20. **Accountability Guarantee:** For the Equipment in Section 3 that we service, should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded), We will: 1. Within 30 days written notice from You to our Branch Manager of any Equipment failure, at Our option We will either repair the Equipment to correct the problem or replace the item of Equipment with one of comparable features. 2. We will have thirty (30) days to correct the problem. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement or any portion thereof is non-cancelable for any other reason.
21. **USA Patriot Act Notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

Customer Initials

Date

ComDoc

## 2017 Document Management Agreement

Customer: Eaton Community Schools



Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. We will replace any system under this Agreement when, by Our records, its uptime percentage drops below 90% for three consecutive months. A replacement system will have comparable features and accessories and will not have been used beyond 25% of its total estimated life (based on manufacturer's ratings). When a system is replaced, it remains property of ComDoc.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.
- h. You agree to use Our 3-step remote connectivity process that will allow Us to proactively install Your network information on the Equipment prior to delivery to Your location. 1) We will contact your IT resource for Your primary network information, 2) We will assist your IT resource in loading the necessary print drivers on Your server for up to 5 individual computers, 3) We will remove your existing devices when your new Equipment is installed. During this process, if You have any questions or need assistance, please contact our Customer Support Team at 800-321-4846.

Toby Salyers

IT Resource Name

tsalyers@eaton.k12.oh.com

IT Resource Email

(937) 456-1141

IT Resource Phone Number

- i. If You choose on-site installation, We will charge You \$ \_\_\_\_\_ for this service. \_\_\_\_\_ (Customer's Initials)
- j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

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

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

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_