

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

I. Opening of the Meeting

A. Call to Order – President

B. Roll Call – President

R. Cooper ____ L. Noble ____ T. Parks ____ B. Pool ____ K. Shepherd ____

C. Pledge of Allegiance

D. Recognition of Students

1. The Eaton Board of Education and Administration wishes to recognize all FFA competition teams and individuals, and commend them on their outstanding representation of Eaton Community Schools.

Whereas, the Board and Administration wishes to recognize and congratulate the Parliamentary Procedure Team members for placing 5th at the national competition;

Trent Broermann
Andrew Brooks
Daphne Durham
Katelyn Niehaus
Blake Whitesell
Cole Whitesell

Whereas, the Board and Administration wishes to recognize and congratulate the Farm Business Management Team for placing 18th at the national competition;

Kendale Hamilton
Gabe Hoff
Drew Kahle
Rebecca Wright

Furthermore, the Board and Administration wishes to recognize and congratulate Aaron Hendrich for placing first in entrepreneurship in Agricultural Mechanics Repair and Maintenance at the national competition.

2. The Eaton Board of Education and Administration wishes to recognize all fall athletic teams and individuals for an outstanding season and commend them on their outstanding sportsmanship and representation of Eaton Community Schools;

Furthermore, the Board and Administration wishes to recognize the following teams and individuals for their athletic achievements;

Whereas the Board and Administration wishes to congratulate Sarah Willis as the OHSA Division II Girls Golf State Champion;

Whereas the Board and Administration wishes to congratulate Katie Bassler for qualifying for the OHSA Regional Cross Country Meet;

Whereas the Board and Administration wishes to congratulate the Boys Cross Country Team for placing 1st at the SWBL Cross Country Meet, 1st at the OHSA District Meet, and 2nd at the OHSA Regional Meet;

Furthermore, the Board and Administration wishes to congratulate the following Cross Country members for placing 17th at the State Cross Country Meet;

Cole Bulach
Jack Bortel
Todd Coates
Steven Cottle
Alex McCarty
Alex Newport
Tanner Titkemyer
LeKendric Brown
Austin Kopf
Dylan Suding

E. Recognition of Visitors

1. Eaton High School FFA Parliamentary Procedure Team.
2. Greg Smith, Energy Optimizers, to discuss building updates and energy cost savings.

F. Public Hearing on the 2018-2019 School Calendar

Pursuant to Ohio Revised Code 3313.48(B), the Board of Education shall hold a public hearing on the school calendar, addressing topics that include, but are not limited to, the total number of hours in a school year, length of school day, and beginning and end dates of instruction.

At this time the Board will entertain any comments from the public.

G. Executive Session

To discuss the employment of a public official or employee.

_____ invited to participate in executive session.

Motion by _____, second by _____ to convene executive session.

Cooper____ Parks ____ Pool ____ Shepherd ____ Noble____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

H. Other Opening Business

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 items A and B 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 November 6, 2017 Regular Board Meeting.
2. Submission of Warrants October & November 2017.
3. Submission of Financial Report October & November 2017.
4. Submission of Investment Report October & November 2017.
5. Approve FY18 Supplemental Appropriations.
6. Approve Then and Now purchase order to School Datebooks in the amount of \$3,161.98.
7. Approve Then and Now purchase order to Eaton Band Parents in the amount of \$3,421.00.
8. Approve Ohio Auditor of State to perform the 2017 fiscal year financial statement audit.
9. Approve addendum to Strategic Solutions contract for comprehensive scanning services to include Requisition Approval and Creation System.
10. Approve the adoption of the following resolutions as they relate to the Eaton Community Schools Health Reimbursement Arrangement;
 - a. That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;
 - b. That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

- c. That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

B. Resolution

The Administration recommends approval of the resolution authorizing the amendment of that certain master supply agreement dated July 14, 2016 and the extension of the delivery period, through and including the December 2022 monthly billing cycle, pursuant thereto.

WHEREAS, the School District is a member of the Southwestern Ohio Educational Purchasing Council (the "Council"), a body authorized by state statute to aggregate purchasing needs of schools and related nonprofit educational entities to take advantage of economies of scale when purchasing essential products and services; and

WHEREAS, the Council previously conducted a Request for Proposal for the supply of competitive retail electric services to participating Council members; and

WHEREAS, following the Request for Proposal, the School District entered into that certain Master Supply Agreement dated July 14, 2016 (the "Master Supply Agreement"), with the lowest responsible bidder: Interstate Gas Supply Inc., d/b/a IGS Energy ("Supplier"); and

WHEREAS, pursuant to the Master Supply Agreement, Supplier agreed to provide full competitive electric retail requirements and electric power to the School District; and

WHEREAS, pursuant to the Master Supply Agreement, the delivery period commenced with the June 2017 monthly billing cycle, and was scheduled to terminate immediately prior to the last clock hour on the normal meter read date of the December 2020 monthly billing cycle (the "Delivery Period"); and

WHEREAS, the School District desires to extend the Delivery Period under the Master Supply Agreement through the last clock hour on the normal meter read date of the December 2022 monthly billing cycle.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE EATON COMMUNITY SCHOOL DISTRICT, COUNTY OF PREBLE, STATE OF OHIO, as follows:

Section 1. The Board of Education of this School District does hereby authorize the Superintendent or the Superintendent's designee to take such steps as may be necessary or appropriate to extend the Delivery Period under the Master Supply Agreement, including but not limited to the execution of an appropriate First Amendment to the Master Supply Agreement extending the Delivery Period through the last clock hour on the normal meter read date of the December 2022 monthly billing cycle, so long as the price per kWh is equal to or below the current price in the Master Supply Agreement.

Section 2. The Board of Education hereby directs the Treasurer to review the Master Supply Agreement and the First Amendment thereto once and as prepared and determine if the School District has sufficient funds to certify this resolution assuming that the executed First Amendment will be at a price per kWh equal to or lower than the current price in the Master Supply Agreement, and, if the Treasurer so finds, to certify this resolution.

Motion by_____, seconded by_____

Discussion

Cooper____ Parks ____ Pool ____ Shepherd ____ Noble____

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Keith Shepherd

C. Other Reports

IV. Old Business

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 F 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. Resignation

The Administration recommends approval of the following resignation.

1. Taffie Ruebush, 8th Grade Volleyball Coach, retroactive to November 30, 2017.

B. Employment – Certificated Staff – Substitute Teacher/Tutor as Certified by the Preble County Educational Service Center

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

1. Glen Mabry

C. Employment of Non-Certificated Substitutes

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. Stacey Bair, Substitute Cafeteria Worker, retroactive to November 17, 2017
2. Glenda Gunsalus, Substitute Custodian
3. Tammy Rigsby, Substitute Bus Driver, retroactive to November 29, 2017
4. James VanWinkle, Substitute Custodian

D. Indoor Track and Field Coaches

The Administration recommends approval of the Indoor Track and Field season beginning on December 14, 2017 and concluding on March 5, 2018, and approval of the following employees and volunteers as Indoor Track and Field Coaches per OAT & CCC Indoor Championship requirements.

1. Emily Amburgey
2. Scott Burnett
3. Emily Dumler
4. Nick Flynn
5. Randy McKinney
6. Mark Silvers
7. Dorothy Stoltz

8. Sam Torrey

E. Employment – Non-Certificated Staff

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of the following nominee on one-year limited contract for the 2017-2018 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Paige Harper, Cheerleading Advisor – Competition

F. Approval of Volunteer

The Administration recommends approval of the following volunteer for the 2017-2018 school year; contingent upon completion of all state and local requirements, including criminal background checks if necessary.

1. Zachery Wilson, Volunteer Baseball Coach

Motion by_____, seconded by_____

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

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 G through T 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.

G. Board Policy Update

The Administration recommends the second reading and adoption of the following board policy.

1. 6152.01 – Waiver of School Fees for Instructional Materials (Attachment A)

H. Graduation Requirements

The Administration recommends the adoption of the Ohio Department of Education graduation standards for the class of 2018.

Whereas students entering ninth grade for the first time between July 1, 2014 and July 1, 2015, additional ways to qualify for a high school diploma will include, in addition to those listed in Policy 5460, the following:

1. The student must take all end of course examinations required and retake any end of course examination in English language arts or mathematics for which the student received a score of lower than three (3) at least once, and complete the District's required units of instruction and meets at least two of the following conditions:
 - a. An attendance rate of ninety-three percent (93%) during the twelfth grade year.
 - b. The student takes at least four full-year or equivalent courses during the twelfth grade year and has at least a grade point average of 2.5 on a 4.0 scale for courses completed during the twelfth grade year.
 - c. The student completes a capstone project as defined by the District during the twelfth grade year.
 - d. The student completed one hundred and twenty (120) hours in a community service role or in a position of employment (includes internships, work study, co-ops and apprenticeships as defined by the District).
 - e. The student earned three (3) or more transcribed hours of credit through the College Credit Plus program at any time during high school.
 - f. The student passed an Advanced Placement (AP) or International Baccalaureate (IB) course, and received a score of three (3) or higher on the corresponding AP course examination or a four (4) or higher on the corresponding IB course examination at any time during high school.
 - g. The student earned at least a three (3) on the job skills assessment in the areas of "applied mathematics," "reading for information," and "locating information" or comparable scores of a successor version of that assessment as may be adopted by the State Board of Education.
 - h. The student obtains an industry-recognized credential or group of credentials equal to at least three (3) total points.
 - i. The student meets all requirements for the OhioMeansJobs readiness seal.

Whereas, students participating in a career-technical program also may qualify for a high school diploma by:

1. The student does all of the following; takes all end of course examinations required, completes the District's required units of instruction, completes a career-technical training program approved by the Ohio Department of

Education that includes at least four career-technical courses, and meets one of the following conditions:

- a. Attains a cumulative score of at least “proficient” on career-technical assessments or test modules required for a career-technical education program.
- b. The student obtains an industry-recognized credential or group of credentials equal to at least twelve (12) total points.
- c. Demonstrates successful workplace participation evidence by two hundred-fifty documented hours of workplace experience and regular, written, positive evaluations signed by the workplace supervisor and a representative from the school based on a written agreement.

I. Amend 2017-2018 Agreement with the Preble County Educational Service Center

The Administration recommends amending the 2017-2018 contract with the Preble County Educational Service Center with the addition of 300 hours for the Project More Coordinator. This will be paid for through Title funds.

J. Rental Agreement with Miami University

The Administration recommends approval of the Rental Agreement with Miami University for the use of Millett Hall for Eaton High School Graduation on Sunday, June 3rd, 2018 at 2:00 p.m. and for rehearsal on Thursday, May 31, 2018 at 9:00 a.m. (Attachment B).

K. Agreement with Waycross Community Media

The Administration recommends approval of the agreement with Waycross Community Media to provide video production services for the 2018 graduation ceremony (Attachment C).

L. Lease Agreement with Community Action Partnership

The Administration recommends approval of the amendment to the lease agreement with Community Action Partnership (Attachment D)

M. Agreement with the Preble County General Health District

The Administration recommends approval of the contract with the Preble County General Health District to provide immunization services through December 31, 2018. Services performed by the Preble County Health District include Hepatitis B Immunization at a rate of \$54.00 per dose, Administration fee 1st vaccine at \$25 per visit, and TB Skin Test at \$15.00 per test.

N. Agreement with SchoolDude

The Administration recommends approval to renew the service agreement with SchoolDude FSDirect effective February 2, 2018 through January 31, 2019 for facility scheduling.

O. Agreement with Transfinder

The Administration recommends approval of the contract with Transfinder for bus routing software and services (Attachment E).

P. Purchase of School Bus

The Administration recommends approval to accept a bid from Cardinal Bus Sales and Service, Inc., to purchase a 2019 Blue Bird T3FE 4004, 84 passenger school bus at a cost of \$92,514 with a trade in of Bus 5, 2000 Blue Bird TCFE3408, 72 passenger bus, for a cash value of \$1,750.00.

Q. Purchase of School Van

The Administration recommends approval to accept a bid from Beau Townsend Ford Lincoln, to purchase a 2018 Transit 8 passenger van at a cost of \$26,778.50.

R. Out-of-State Employee Travel

The Administration recommends approval for Aaron Buczkowski and MeLeah Perry to attend the Marine Corps Educator Workshop, to be held in Paris Island, South Carolina, January 3 – 5, 2018.

S. Obsolete Items List

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

1. 88 damaged and/or outdated library books, with no monetary value, Bruce Elementary.
2. Sharp MX-M465 copier, tag number 013882
3. Sharp MX-M623N copier, tag number 014358
4. Lanier LD525C copier, tag number 014245
5. Sharp MX-M623N copier, tag number 012411
6. Sharp MX-3640 copier, tag number 012345
7. Sharp MX-5141 copier, tag number 013708
8. Sharp MX-M232D copier, tag number 012434
9. Sharp MX-5111N copier, tag number 012412
10. Sharp MX-M623N copier, tag number 012424
11. Sharp MX-M623N copier, tag number 012425
12. Sharp MX-M623N copier, tag number 014899
13. Sharp MX-M465 copier, tag number 013884

14. Lexmark XM1145 copier, tag number 015533
15. Sharp MX-M623N copier, tag number 015031
16. Sharp MX-M465 copier, tag number 013883
17. Sharp MX-C311 copier, tag number unknown
18. Microscope, tag number 06135, Eaton Middle School
19. Microscope, tag number 06178, Eaton Middle School
20. Microscope, tag number 06170, Eaton Middle School
21. Microscope, tag number 06145, Eaton Middle School

T. Amend Resolution 1718-024

The Administration recommends approval to amend resolution 1718-024 of the November 6, 2017 board meeting to reflect the date of the 3rd grade out-of-state trip to Richmond 40 Bowl, Richmond, Indiana, as May 11, 2018.

Motion by _____, seconded by _____

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

U. Annual Organizational Meeting

The annual Organizational Meeting of the Board of Education shall be held at Hollingsworth East Elementary prior to the regular business meeting on January 8, 2018 at 6:00 p.m. with the regular meeting to immediately follow.

Motion by _____, seconded by _____, to approve agenda Item V.U.

Discussion

Cooper___ Parks ___ Pool ___ Shepherd ___ Noble___

President declares motion _____.

V. Appointment of President Pro Tempore

Motion by _____ to appoint _____ as

President Pro Tempore (January 1 – January 8, 2018)

Seconded by _____.

Discussion.

Cooper _____ Noble _____ Pool _____ Shepherd _____ Parks _____

President declares motion _____.

W. Appointment of Vice President Pro Tempore

Motion by _____ to appoint _____ as

Vice President Pro Tempore (January 1 – January 8, 2018)

Seconded by _____.

Discussion.

Cooper _____ Noble _____ Pool _____ Shepherd _____ Parks _____

President declares motion _____.

X. Executive Session (if necessary)

_____ invited to participate in executive session.

Motion by _____, seconded by

_____ to convene executive session.

Cooper____ Parks ____ Pool ____ Shepherd ____ Noble____

President declares motion _____.

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Adjournment

Motion by _____, seconded by

_____ to adjourn the meeting.

Discussion

Cooper____ Parks ____ Pool ____ Shepherd ____ Noble____

President declares motion _____.

President adjourns meeting at _____ p.m.

Upcoming Board Meetings

Organizational Meeting

Monday, January 8, 2018 – 6:00 p.m.

Hollingsworth East Elementary

Regular Meeting

Monday, January 8, 2018 – following organizational meeting.

Hollingsworth East Elementary

6152.01 - WAIVER OF SCHOOL FEES FOR INSTRUCTIONAL MATERIALS

The Eaton Community School District shall waive fees assessed by the District for instructional materials only for students whose parent(s) or guardian are unable to afford them. The Superintendent may, as deemed necessary, establish additional procedures to supplement the procedures established in this policy regarding the requests for the waiver of fees. This waiver does not include District fees associated with extra-curricular activities or student enrichment programs that are not part of a course of instruction.

Additionally, the District may charge fees for tools, equipment, and materials, as specified that are necessary for workforce-readiness training that may be retained by the students after completion of the course.

Eligibility Standards

Students eligible for a waiver of school fees include, but are not limited to, the following:

- A. Students who qualify for aid under Ohio Works First (R.C. 5107) or Disability Assistance (R.C. 5115).
- B. Students who qualify for free lunch under the National School Lunch Act.
- ~~C. Students who qualify for reduced breakfast and/or lunch under the Ohio School Meals Program.~~

Notification to Parents

- A. Annually the substance of this policy shall be communicated in writing to the parent(s) or guardian of all students in the District.
- B. The first bill or notice sent to parents or guardians who owe fees shall state:
 - 1. The District will waive fees for persons unable to afford them in accordance with its policy.
 - 2. The procedure for applying for a fee waiver, and the name, address and telephone number of the person to contact for information concerning a fee waiver.

Procedures for Resolution of Disputes

- A. A parent(s) or guardian who cannot pay school fees may write a letter requesting a waiver of fees to the Superintendent. The letter must contain the following:
 - 1. name(s) of student(s)
 - 2. name of parent(s) or guardian(s)
 - 3. address of parent(s) or guardian(s)
 - 4. phone number of parent(s) or guardian(s)
 - 5. school where child(ren) attend(s)
 - 6. reason for request for waiver of fees

The Superintendent shall have the authority to review the waiver request and request such further information, if any, as s/he deems necessary in order to make a decision on that request.
- B. No fee shall be collected from any parent(s) or guardian who is seeking a fee waiver in accordance with the District's policy until the District has acted on the initial request or appeal (if any is made), and the parent(s) or guardian have been notified of the decision.
- C. If the Superintendent denies a request for fee waiver, then a copy of the decision shall be mailed to the parent(s) or guardian within fifteen (15) school days of receipt of the request. The decision shall state the reason for the denial and shall inform the parent(s) or guardian of the right to

appeal, including the process and timelines for that action. The denial notice shall also include a statement informing the parent(s) or guardian that reapplication may be made for a waiver any time during the school year, if circumstances change. The decision of the Superintendent is final.

Nondiscrimination

The Board expects all staff members to exercise the utmost care to see that, as a result of their actions or comments, students cannot differentiate between those students whose parents are unable to purchase required instructional materials or pay required fees and those whose parents can.

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MIAMI UNIVERSITY

**Special Facilities
93 Millett Hall
Oxford, OH 45056
(513) 529-8012**

Event Confirmation**Date: 6/15/2017**

<u>DESCRIPTION</u>	<u>AMOUNT</u>
Rental of Millett Hall for Graduation	
May 31st, 2018 – 9a Rehearsal	\$1,400
June 3rd, 2018 - 2p Graduation	\$2,000
PAY THIS AMOUNT	\$3,400

This serves as confirmation of the above booking. Please sign and return to us at your earliest convenience. Bookings may be cancelled in writing at any time without penalty. You will receive an invoice and setup packet for your event no less than 30 prior to your first scheduled date at the requested facility.

Waycross Community Media NON-PROFIT VIDEO PRODUCTION SERVICES

Date: November 27, 2017

Client: Eaton High School

Program: Eaton High School Graduation

Contact: Scott Couch, Principal 937-456-1141 & Tonna Ditmer, Secretary, Ext. 4300

Event Date: June 3, 2018 – 2:00 PM – High School Graduation Ceremony

Location: Millett Hall, Miami University

Description of Services:

1. WAYCROSS will provide all appropriate video equipment, a production coordinator, and necessary production personnel
2. WAYCROSS will record and edit (if necessary) the program. Completed program is estimated to be up to 2 hours in length.
3. WAYCROSS will assign a staff person as the project producer. This person will coordinate with the designated organizational representative for technical needs, appropriate sponsor recognition, and other questions related to the content of the program.
4. WAYCROSS will coordinate with organization personnel for an appropriate audio feed. WAYCROSS will supplement audio as necessary to ensure acceptable audio recording.
5. WAYCROSS will provide the organization with 5 copies of the completed program on DVD, as well as a digital copy on request.
6. Optional: Additional DVD copies can be ordered for \$10.00 each, digital copies are available for \$5.00. Eaton High School can sell DVD copies for up to \$20 each and digital copies for \$10.00 and retain the difference as a fundraiser.
7. WAYCROSS will maintain the original digital master for cablecast and duplication purposes.

WAYCROSS is not responsible for:

1. Any technical difficulties that are not directly under our control.
2. Quality of the live event or any problems arising out of poor performance on the part of the performers/students.
3. Providing any service that is not listed above or directly necessary for proper video recording.
4. Providing equipment or technicians for the live event, staging, or lighting.

Eaton High School is responsible for:

1. Obtaining all necessary releases and licenses for material being performed.
2. Providing a complete rundown of the show to WAYCROSS prior to show.
3. Providing necessary credits, sponsor acknowledgments, logos, list of graduates (text file, if possible) and any other graphic information needed for video credits prior to the show
4. Providing a liaison with WAYCROSS staff
5. Any and all details associated with the live event itself

PROGRAM LIMITATIONS:

1. Eaton High School will hold copyright to the completed video.

OPTIONAL (check if you would like either of these included, no extra charge):

- _____ Playback of the Graduation Ceremony on Time Warner Digital Cable Channel 979 and Cincinnati Bell Fioptics channel 850 (should be available in Eaton and throughout SW Ohio)
- _____ Online presentation of Graduation via Video on Demand (including youtube)
- _____ LIVE presentation of Graduation ONLINE – link will be provided for distribution prior to the event

PRODUCTION COSTS ESTIMATE ---

Multi - Camera Production, DVD, Post Production (if necessary) 850.00

Total Costs \$ 850.00

Changes: Any changes to the scope of work described in this agreement may result in additional charges.

Terms: Net 30 days on receipt of invoice

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment"), dated effective as of November 1, 2017 ("Effective Date"), is by and between **THE BOARD OF EDUCATION OF THE EATON COMMUNITY SCHOOL DISTRICT**, a political subdivision of the State of Ohio ("Landlord") with an address at 312 N. Barron Street, Eaton, Ohio 45320, and **COMMUNITY ACTION PARTNERSHIP OF THE GREATER DAYTON AREA**, an Ohio non-profit corporation ("Tenant") with an address at 308 Eaton-Lewisburg Rd., Eaton, Ohio 45320.

WHEREAS, the parties previously entered into a Lease Agreement dated November 1, 2015 (the "Lease") with respect to certain premises located at 308 Eaton-Lewisburg Road, Eaton, Ohio 45320, as further described in the Lease (the "Premises"). Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

WHEREAS, the term of the Lease expired on October 31, 2017 and the parties desire to amend the Lease to extend the term for an additional two (2) year period, all pursuant to terms set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree to amend the Lease as follows:

1. Section 3 of the Lease is amended to read as follows:

"The term of this Lease shall commence on November 1, 2017 (the "Commencement Date"), and shall terminate on October 31, 2019 (the "New Term"). Upon expiration of the New Term and provided Tenant is not then in default under this Lease, Landlord may renew this Lease for additional periods of two (2) years each, upon sixty (60) days advance written notice from Tenant (each a "Renewal Term" and together with the New Term, collectively, the "Term"). Notwithstanding the foregoing, provided Tenant is not then in default under this Lease, Tenant may terminate this Lease at any time during the Term upon thirty (30) days advance written notice to Landlord, subject to Section 15 below."

2. The Rent for the Premises shall continue in effect in accordance with the terms of Section 3 during the New Term. Landlord may, in its sole discretion, increase the Rent during any Renewal Term, upon the consent of Tenant.
3. All terms and conditions of the Lease not amended herein remain unchanged and the parties hereby ratify and confirm the Lease as amended hereby. The provisions of this Amendment and the Lease shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.
4. This Amendment will in all respects be governed and construed in accordance with the laws of the State of Ohio.



Contract & License Agreement

Prepared for

Eaton Community Schools

725 E. Lexington Rd.
Eaton, OH 45320

Prepared on 11/21/2017 by

Mike Bernhard

Transfinder

440 State Street
Schenectady, NY 12305
Phone: 800-373-3609
Fax: 518-377-3716

This document is your Transfinder® Software Contract & Software License Agreement. It is a contractual agreement between Transfinder and Eaton Community Schools. It describes your rights and liabilities as they pertain to the use of your Transfinder Software System. To expedite this purchase, sign, fax, and mail this entire agreement, along with a purchase order, to Transfinder.

***** This contract expires on 12/15/2017, if not signed and accepted.**

This is a non-transferable and non-exclusive Contract between Transfinder and Eaton Community Schools (Licensee). This Contract is subject to the specified terms and conditions for use of the program, product, optional features, and related materials. This Contract applies to any enhancements or improvements to which Eaton Community Schools may be entitled. This pursuant to the price terms described below. The provisions of the Contract include:

I. TRANSFINDER SOFTWARE SYSTEM TOTAL COST

Software Modules	Qty.	Year 1	Year 2	Year 3
Routefinder Pro includes: <ul style="list-style-type: none"> • Single User Software License Routing and Scheduling System • GIS Map License for Preble • MS SQL Server or MS ACCESS Database Connectivity • Tools for Route overlap analysis, Stop Sequence Optimization, and Policy Analytics • Eligibility Assessment & Walk Zone definition • Driver Certification Functionality • Field Trip resource tracking, cost calculator, billing, invoicing, & reporting 		\$7,495	\$2,750	\$2,750
Additional Routefinder Pro Licenses	1	\$1,750	\$300	\$300
Additional County GIS Map(s): None required other than Preble	0	\$0		
Satellite Imagery Service <ul style="list-style-type: none"> • Microsoft Bing Satellite Imagery Service adds a satellite layer to Routefinder Pro 		Included	Included	Included
Infofinder le <ul style="list-style-type: none"> • School-transportation portal, read-only access to unlimited users via a Web Browser • Provides online field trip module for field trip requests, approvals and budget code tracking 		\$3,500	\$700	\$700
Transfinder Software Retail Pricing		\$12,745	\$3,750	\$3,750
Package Price Discount		\$2,255		
Infofinder le Discount		\$3,500	\$700	\$700
Transfinder Software Promotional Pricing		\$6,990	\$3,050	\$3,050
Implementation, Training and Professional Services				
Project Management <ul style="list-style-type: none"> • Dedicated Project Manager assigned through Project Completion • Manages Transfinder resources to meet Licensee's goals • Project Manager will assist through 1st fall opening 		Included		
Data Management <ul style="list-style-type: none"> • Data Engineer will create a custom import process for automating data updates with the Student Information System • GIS Engineer will review available County GIS data with Licensee and convert GIS data for use in software 		Included		
Online Training - 6 months <ul style="list-style-type: none"> • Online Training timeframe begins on first completed training date • Dedicated Trainer conducts Weekly Online Sessions • Trainings conducted with Customer's Maps and Student Data 	6	Included		
One Year of Technical Support & Software Updates <ul style="list-style-type: none"> • Unlimited Online Technical Support • Access to www.MyTransfinder.com client resources portal for documentation, training videos, webinars, and report library • Report Customization Services 		Included	Included	Included
Implementation, Training, and Professional Services Pricing		\$0		
Transfinder Software Pricing with Implementation and Training		\$6,990	\$3,050	\$3,050

		Year 1	Year 2	Year 3
INITIAL SYSTEM COST:				
<input type="checkbox"/> x _____ Initial here		\$6,990		
ANNUAL SERVICE FEE:				
<input type="checkbox"/> x _____ Initial here		Included	\$3,050	\$3,050
<i>This fee is due upon the anniversary date of the initial software installation.</i>				

TRANSFINDER® SOFTWARE ANNUAL SUPPORT PROVISIONS	
This is a declaration of your Transfinder <i>Annual Support Provisions</i> . It describes the benefits you enjoy as a Transfinder client "in good standing" by remaining current in your payment of your Annual Support Fees.	
Routefinder Pro Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Access to <i>MyTransfinder</i> - an exclusive part of our website dedicated to your organization offering Training, User Manuals, our Knowledgebase, Download Capabilities and more	Included
Unlimited Custom Report creation for Routefinder Pro. Transfinder customizes specific reports to meet exacting specifications	Included
Custom Data Integration module modifications and maintenance as needed	Included
Infofinder <i>le</i>, Infofinder <i>Mobile</i>, Infofinder <i>I</i> Software System Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
Servicefinder Annual Support	
Unlimited Technical Support on for technology staff and for each site operator	Included
Software Upgrades and program enhancements as they are developed	Included
System maintenance of the Servicefinder server on the Transfinder Hosted Network	Included

II. RESPONSIBILITIES

Data Conversion - Eaton Community Schools (hereinafter "District" or "Licensee") will assist Transfinder in acquiring all the required student and school information for the Routefinder *Pro* system. The data must be provided in required .csv, .xls, .txt, .dat, and .dbf file format and/or the Licensee will enter the data manually. Transfinder will convert the student and school data to the Routefinder *Pro* system format.

Confidentiality - Transfinder will maintain the confidentiality of any and all personally identifiable information about staff, parents, students and any other school constituent unless Transfinder has the prior written permission of the Licensee. To the extent that Transfinder will come into possession of student records and information, and to the extent that Transfinder will be involved in the surveys, analysis, or evaluation of students, incidental to this agreement, Transfinder shall use its best efforts to comply with all requirements of the Family Educational Rights and Privacy Act. Transfinder shall be required to keep any and all student information it receives confidential and will not use the information for any purpose other than as necessary to provide the services to Licensee under this contract. Transfinder will delete and destroy the student and any other data provided by the Licensee from Transfinder's servers after performing initial conversion and deliver the converted data to the Licensee or Transfinder Hosted Network (THN).

County Map Data - Transfinder will convert a compatible GIS map data provided by the Licensee, or will provide commercially available map data as stated in Section I of this agreement.

Installation - Installation, as defined here includes loading software files, map files required to support the licensee's area, and student data resulting from the initial download and data conversion on licensee owned computer hardware (http://www.transfinder.com/solutions/system_requirements_for_specifications_descriptions).

Transfinder will provide Licensee with an installation files and instructions for installation and will be available remotely during a mutually agreeable time to assist the Licensee with installing the software and data from the initial student data download and conversion.

Training - Transfinder will provide system training as stated in Section I of this agreement. Additional Training may be purchased.

Remote Connectivity - Licensee must have a high-speed Internet connection and agrees to permit Transfinder Corporation to connect remotely to Licensee's computers and network for online training, support and software installation. Transfinder will connect to Licensee's computer(s) using secure remote desktop sharing technologies.

System Maintenance - Transfinder will provide on-line remote support, unlimited telephone support, updates, and revisions. In order to manage any changes in pupil transportation, Transfinder will upgrade Routefinder *Pro* on a consistent basis to satisfy the growing demands of pupil transportation. There is not an additional charge for the upgrades unless they are unique for Eaton Community Schools.

III. FEE & PAYMENT SCHEDULE

The Term of this agreement is for (3) three-years. The system cost for the (3) three-year term is **\$13,090.00**.

Payment terms area as follows:

- The Initial payment of **\$6,990.00** is due upon execution of this agreement.
- The Annual Service Fee payment for year 2 of **\$3,050.00** is due 12 months from the installation date.
- The Annual Service Fee payment for year 3 of **\$3,050.00** is due 24 months from the installation date.

In accordance with the 3-year Term, Transfinder will provide Technical Support & Product Updates to the Licensee for three years starting on the initial installation date. The costs for the Technical Support & Product Updates is included.

Upon the completion of the initial 3-year term, the Licensee will have an option to continue to pay the Annual Service Fee amount of **\$3,050.00**, when due on the anniversary of the original Installation Date, in order to continue to receive Technical Support & Product Updates from Transfinder. Transfinder will continue to provide technical support and system updates to the Licensee as long as the Annual Service Fee is paid and kept current.

Future Annual Support Fee prices are subject to change given prior notice. Transfinder will notify Licensee of any annual support fee increases (60) sixty days in advance of the payment date.

If onsite training or services are purchased, the expenses for travel and living will be billed to Licensee at cost as incurred.

If not tax-exempt, any Federal and/or State Sales or local taxes are the responsibility of the Licensee. The Licensee acknowledges the responsibility by signing this contract.

All invoices will be paid, by or on behalf of the Licensee within (30) thirty-days.

IV. LATE PAYMENT

If any valid invoice rendered by Transfinder is not paid when due, in addition to such other rights, Transfinder shall reserve the right to, without limitation, suspend updates, maintenance, support services and consulting, training and implementation services. However, Transfinder shall give the Licensee written notice of non-payment and give the Licensee fifteen days to cure prior to suspending any updates, maintenance, support services, consulting, training, and implementation of services.

V. LICENSE AGREEMENT

Grant of License: Transfinder grants you a non-exclusive, non-transferable license to use Routefinder Pro, and the accompanying documentation. Each Routefinder Pro system may be installed only on the hard drive of a single-user, stand-alone computer. Transfinder retains the title to Routefinder Pro and related materials. You agree to protect Routefinder Pro from unauthorized use, duplication, reproduction, distribution, or publication. In addition, you will not allow any person, company, organization, or other entity to have access to Routefinder Pro and related materials. Transfinder reserves all rights not specifically granted in this license. Routefinder Pro is a © copyright of Transfinder. All rights reserved.

Portions of this computer program are owned by Pitney Bowes Inc. (owner of MapInfo Corporation), Copyright © 1996-2014, MapInfo Corporation, all rights reserved. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software—Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is MapInfo Corporation, One Global View, Troy, NY 12180. Rights are reserved under copyright laws of the United States with respect to unpublished portions of the Software.

Non-permitted Uses: You may not make copies of Routefinder Pro. You may not use Routefinder Pro on a network unless you pay for and obtain a separate licensed Software package for each terminal or workstation from which Routefinder Pro will be actually accessed. You may not rent, lease, sub-license, timeshare, or lend Routefinder Pro under this license. You may transfer it on a permanent basis if the person receiving it agrees to the terms and conditions set by Transfinder. You may not alter, decompile, disassemble, or reverse-engineer Routefinder Pro, or make any attempt to unlock or bypass the initialization system or encryption techniques utilized by Routefinder Pro. You may not remove or obscure Transfinder or any other copyright and trademark notices.

Duration: This agreement is effective from the day you sign the Contract. Your license continues until terminated. This license will terminate automatically without notice from Transfinder if you fail to comply with any provisions of this license, subject to the terms and conditions of article VII. Upon termination, you destroy all written materials, the Routefinder Pro software, data and all software and data copies. Transfinder can also enforce its other legal rights.

Early Termination Fees for Termination without Cause: The Licensee may terminate this Agreement, at any time, for convenience upon 30 calendar days written notice to Transfinder. If the Licensee should terminate this Agreement within three (3) years of the Installation Date for convenience, the Licensee shall immediately remit to Transfinder, in addition to fees for all products and services delivered and expenses incurred prior to the effective date of the termination, unpaid annual service fees as follows:

- Termination before the (1) one year anniversary of the Installation Date: all software and service fees due prior to the effective date of the termination and 75% of the annual service fees for years two and three of the term;
- Termination on or after the (1) one year anniversary of the Installation Date but before the (2) two year anniversary of the Installation Date: all software and service fees due prior to the effective date of the termination and 50% of the annual service fees for year three of the term; and
- Termination on or after the (2) two year anniversary after the Installation Date but prior to the expiration of the Term: all software and service fees due prior to the effective date of the termination.

General Terms: Only a written agreement authorized by both the Licensee, and Transfinder's President/CEO, shall constitute a warranty or increase the scope of this warranty. This warranty gives you specific legal rights. You may have other rights, which vary from state to state. This Limited Warranty is governed by the laws of the State of New York and shall benefit Transfinder its successors and assignees.

VI. LIMITED WARRANTY

Covering Routefinder Pro Sale of Software: Routefinder Pro is a customized product. Transfinder warrants the training and technical services will be provided in good and workman like manner. Furthermore, Transfinder guarantees that the software sold will be free of gross negligence. You assume the entire risk as to the results and performance of the Software. The software has not been sold on a trial basis, and the Licensee acknowledges that it has seen a demonstration and had ample opportunity to view the product in operation using Transfinder's reference list, which has been provided. Neither Transfinder nor anyone else who has been involved in the creation, production, or delivery of this product shall be liable for any direct, indirect, consequential, or incidental damages (including damages for loss of business profits, business interruption, loss of business information, and the like) arising out of the use, misuse, or inability to use such product even if Transfinder has been advised of the possibility of such damages. In no event shall Transfinder's liability exceed the amount paid for the software.

Bankruptcy: All rights and licenses granted under or pursuant to this Agreement by Licensor to Customer are, and shall otherwise be deemed to be, for the purpose of Section 365(n) of the U.S. Bankruptcy Code, and any similar or successor federal statute, all as the same shall be in effect at the time (the "Bankruptcy Code"), licenses of rights to

"intellectual property" as defined under Section 101 of the Bankruptcy Code. The parties agree that Customer, as a licensee of such rights under this Agreement shall retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The parties further agree that, in the event of an adjudication of a bankruptcy proceeding by or against Licensor under the Bankruptcy Code, Licensee shall be entitled to a complete access to, as appropriate any such intellectual property and all embodiments (including source code) of such intellectual property, and same, if not already in its possession shall be promptly delivered to Licensee upon Licensee's written request (i) upon any such adjudication of a bankruptcy proceeding, unless Licensor elects to continue to perform all of its obligations under this Agreement; or (ii) if not delivered under (i) above, upon the rejection of this Agreement by or on behalf of Licensor. Licensee shall have the right to modify, adopt and prepare derivative works based on such intellectual property only for maintenance, support and internal development purposes. Nothing herein implies the transfer of property rights, but deals only with access to such software or source code.

VII. BREACH AND TERMINATION

If Licensee shall have committed a material breach of this Agreement, then Transfinder may give written notice of such breach, and Licensee shall have (60) sixty-days within which to cure. If Licensee fails to cure such breach within such (60) sixty-day period, then Transfinder shall have the right to terminate this Agreement.

If Transfinder shall have committed a material breach of this Agreement, then Licensee may give written notice of such breach, and Transfinder shall have (60) sixty-days within which to cure. If Transfinder fails to cure such breach within such (60) sixty-day period, Licensee then shall have the right to terminate this Agreement.

If the default relates to the original Licensing fee (\$13,090.00) when due, then Transfinder, at its option may affirm the agreement and recover the full purchase price and agreed expenses, plus costs of collection, including attorneys fees; or may terminate this agreement and has the right to remove all original software product, installation modifications, work product, including any product upgrades and any local copies thereof, if any; and will further be entitled to all its reasonable costs in delivering, installing, modifying the program, and training Licensees employees including legal fees if any reasonably required to recover same.

VIII. NOTICE, SEVERABILITY & JURISDICTION

Notice: Service of all notices under this Contract shall be mailed by Certified Mail, Return Receipt Requested to the party involved at its respective address herein before set forth or at such address as the party may provide in writing from time to time.

Severability: If any provision or portion thereof of this Contract is invalid under any applicable statute or rule of law it is so to that extent to be deemed omitted from this Contract and with the balance of the Contract remaining in full force and effect.

Jurisdiction: This is a New York Contract to be interpreted under the laws of New York. The parties agree that all disputes arising under this Contract that cannot be settled between the parties shall be resolved in the courts located in New York. This Contract represents our entire understanding and agreement between the parties regarding the Routefinder Pro system and supersedes any prior purchase order, communications, advertising, or presentations. This license may not be changed verbally, but only by agreement in writing, signed by authorized representatives of both parties. If any provisions of this Contract shall be unlawful, void, or for any reason

unenforceable, it shall be deemed severable from, and shall in no way affect the validity or enforceability of the remaining provisions of the Contract. This Contract will be governed by the laws of the State of New York and shall benefit Transfinder, its successors and assignees. Licensee consents to jurisdiction in the state and federal courts located in the State of New York.

TRANSFINDER

12/15/2017A54

Antonio Civitella, President/CEO

Name and Title

Authorized Signature

Date

LICENSEE – Eaton Community Schools

Federal Tax ID#: _____

Purchase Order #: _____

X

Name and Title

Authorized Signature

Date