

**EATON BOARD OF EDUCATION SPECIAL MEETING**  
**Hollingsworth East Elementary**  
**June 27, 2016**  
**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. Executive Session**

To consider the employment of a public employee.

Rachel Tait, Pam Friesel, Mary Lunsford, Brandi Powell, Sara Mantia, Sheyanne Olson, Doug Moore, Stephen Woods, Ross Dearth, Travis Miller, Theresa Patterson, Christina Koeller, Robert Madden, Cheryl Worth, and Paige Mendenhall were invited to participate in executive session.

Motion by Mr. Parks, second by Mr. Shepherd to convene executive session.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-381**

President convenes executive session at 6:01 p.m.

President resumes open session at 6:57 p.m.

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

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

1. Approve final appropriations for FY16.
2. Approve temporary appropriations for FY17.
3. Approval of the Agreement with Public Finance Resources, Incorporated, for Five Year Forecasting software for FY2017 and training at a cost of \$2,368.00.

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item II. A.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-382**

### **III. New Business**

#### **A. Resignations**

The Administration recommends approval of the following resignations.

1. Eric Silverman, Athletic Director, resignation effective July 4, 2016.
2. John Tollefson, Varsity Boys Basketball Coach, effective June 14, 2016.

Motion by Mr. Parks, seconded by Mr. Pool, to approve agenda Item III. A.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-383**

#### **B. Employment of Athletic Director**

The Administration recommends the employment of Travis Miller as the Athletic Director on a two year limited contract, effective July 1, 2016 through June 30, 2018. Salary, benefits and duties per Board Policy, Administrative Handbook and all applicable state and local requirements.

Motion by Mr. Parks, seconded by Mr. Pool, to approve agenda Item III. B.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-384**

**C. Employment of Consultant to the Athletic Director**

The Administration recommends the employment of Eric Silverman as a Consultant to the Athletic Director on a limited contract beginning July 5, 2016 and ending on July 13, 2016, not to exceed 7 days.

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item III. C.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-385**

**D. Amend Contract for Consultant to the Director of Technology**

The Administration recommends amending the contract of Douglas Moore, Consultant to the Director of Technology, to add five (5) additional days to be used as needed retroactive to June 24, 2016.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item III. D.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-386**

**E. Amend Job Description**

The Administration recommends amending the title and duties of the Computer Technician job description (Attachment A).

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item III. E.

Discussion – None.

Cooper   Y   Parks   Y   Pool   Y   Shepherd   Y   Noble   Y  

President declares motion   Passed  .

**#1516-387**

**F. Employment – Classified Staff**

The Administration recommends the employment of Stephen Woods as Information Technology Specialist, effective July 1, 2016. Salary and duties per Board Policy Administrative Handbook and all applicable state and local requirements.

Motion by   Mr. Parks  , seconded by   Mr. Pool  , to approve agenda Item III. F.

Discussion – None.

Cooper   Y   Parks   Y   Pool   Y   Shepherd   Y   Noble   Y  

President declares motion   Passed  .

**#1516-388**

**G. Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2016-2017 school year, 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. Mary Lunsford, Educational Aide
2. Brandi Powell, Educational Aide
3. Sara Mantia, Educational Aide
4. Sheyanne Olson, Educational Aide
5. Theresa Patterson, Secretary

Motion by   Mr. Parks  , seconded by   Mr. Shepherd  , to approve agenda Item III. G.

Discussion – None.

Cooper   Y   Parks   Y   Pool   Y   Shepherd   Y   Noble   Y  

President declares motion   Passed  .

**#1516-389**

## **H. Employment – Temporary Positions**

The Administration recommends the employment of the following individuals as Computer Helpers, at a rate of \$13.75 per hour, not to exceed 40 hours per week for a maximum of 156 hours; as needed, from June 28, 2016 through August 11, 2016.

1. Bill Aukerman
2. Debra Finfrock
3. Bev Richardson
4. Emily Schaeffer

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item III. H.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-390**

## **I. Employment – Non-Certificated Staff – Athletics**

The following positions have 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 nominees on a one-year limited contract for the 2016-2017 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. Christina Koeller, Varsity Basketball Cheerleading Coach
2. Christina Koeller, Reserve Basketball Cheerleading Coach
3. Nichole Heiser, 8<sup>th</sup> Grade Basketball Cheerleading Coach
4. Nichole Heiser, 7<sup>th</sup> Grade Basketball Cheerleading Coach
5. Paige Mendenhall, Varsity Football Cheerleading Coach
6. Christina Koeller, Reserve Football Cheerleading Coach
7. Nichole Heiser, 8<sup>th</sup> Grade Football Cheerleading Coach
8. Nichole Heiser, 7<sup>th</sup> Grade Football Cheerleading Coach
9. Antonia Bernardi, Reserve Girls Soccer Coach
10. Robert Madden, Boys Varsity Basketball Coach
11. Dorothy Stoltz, Program Assistant Track Coach

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item III. I.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-391**

#### **J. Volunteers**

The Administration recommends approval of the following volunteers for the 2016-2017 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Amina Affini, Volunteer Girls Basketball Coach
2. Christina Koeller, Volunteer Cheerleading Coach

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item III. J.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-392**

#### **K. Amend Exempt Employee Handbooks**

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook for Administrative Assistant to the Superintendent, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, Computer Technician, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, and Secretary to the Director of Operations, to change the Computer Technician title to Information Technology Specialist as needed. Handbooks are available at the Superintendent's Office.

Motion by Mr. Pool, seconded by Mr. Shepherd, to approve agenda Item III. K.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-393**

#### **L. Agreement with Humanus Corporation**

The Administration recommends approval of the agreement with Humanus Corporation for contracted services for psychologist services (Attachment B).

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item III. L.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-394**

#### **M. Agreement with Dinsmore and Shohl, LLP**

The Administration recommends approval of the agreement with Dinsmore and Shohl, LLP for bond refunding legal services (Attachment C).

Motion by Mr. Pool, seconded by Mr. Shepherd, to approve agenda Item III. M.

Discussion – Mr. Parks shared that it is estimated tax payers will potentially save four million dollars with the bond refunding based on current rates.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-395**

#### **N. Agreement with Waibel**

The Administration recommends approval of the agreement with Waibel Energy Systems for Heating and Air Conditioning Mechanical and Controls Service from July 1, 2016 to June 30, 2017 at a cost of \$19,664.00.

Motion by Mr. Shepherd, seconded by Mr. Pool, to approve agenda Item III. N.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-396**

**O. Agreement with Esber Cash Register**

The Administration recommends approval of an agreement with Esber Cash Register to provide Free and Reduced lunch software, online applications and training, effective July 1, 2016 through June 30, 2017 at a cost of \$1,875.00.

Motion by Mr. Parks, seconded by Mr. Pool, to approve agenda Item III. O.

Discussion – Mr. Shepherd said there will be savings this year because of the restructuring of the Director of Operations position.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-397**

**P. Memorandum of Understanding with Eaton Computer**

The Administration recommends approval of the Memorandum of Understanding with Eaton Computer (Attachment D).

Motion by Mr. Pool, seconded by Mr. Cooper, to approve agenda Item III. P.

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-398**

**III. Adjournment**

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

Discussion – None.

Cooper Y Parks Y Pool Y Shepherd Y Noble Y

President declares motion Passed.

**#1516-399**

President adjourns meeting at 7:11 p.m.

DATE\_\_\_\_\_

PRESIDENT\_\_\_\_\_

TREASURER\_\_\_\_\_

## JOB DESCRIPTION

*Eaton Community Schools  
An Equal Opportunity Employer*

### ~~Computer Technician~~ Information Technology Specialist

Reports To: Director of Technology

Schools Employment Status: Full-time

FLSA Status: Non-Exempt

### QUALIFICATIONS:

1. Be eighteen years of age or older.
2. Technology certification preferred.
3. Must pass criminal background check and pre-employment drug testing.
4. Possess high moral character.
5. Possess a regular and predictable attendance record without tardiness.
6. Valid driver's license.
7. Have ability to maintain a high level of ethical behavior and confidentiality information.
8. Possess good organizational skills.
9. Possess ability to work with students, teachers, administration, and other employees positively, effectively, and energetically.
10. At least three years of experience in either the business or school IT environment, preferred.
11. Experience with supporting Windows based personal computers, Apple products and operating systems, mobile devices and software applications both remotely and at the desk.
12. Knowledge of and experience with networks, servers, computer hardware, software, networking applications, and related peripherals.
13. Ability to be employed under Ohio revised Code 3319.02.
14. Must possess ability to communicate, both orally and in writing.
15. Demonstrate a sincere desire to improve the educational environment at Eaton Community Schools and interact with staff and students with a positive attitude.

### GENERAL DESCRIPTION:

Supports the Director of Technology by being responsible for general maintenance of computers and computer equipment and for resolving identified technical problems. The ~~technician~~ Information Technology Specialist is expected to undertake general tasks which will promote seamless use of IT infrastructure in a school environment. Must maintain confidentiality regarding sensitive information.

### ESSENTIAL FUNCTIONS

1. Assists the Director of Technology in managing, maintaining, and upgrading the district's network infrastructure to include both the wired and wireless environment.
2. Assists the Director of Technology in managing, maintaining, upgrading, and backing up the district's network servers.
3. Assists the Director of Technology in providing hands-on system administration support, system maintenance and operations support.
- 3-4. Assists the Director of Technology in managing all associated end user accounts.
- 4-5. Assists the Director of Technology in managing, maintaining, and upgrading end user computer systems and

devices throughout the district. Works with building staff to configure end user systems appropriate for the educational needs of various grade levels.

- ~~5-6.~~ Assists the Director of Technology in troubleshooting all technology issues and monitor and maintain technology to ensure maximum access for staff and students.
- ~~6-7.~~ Assists the Director of Technology in managing, maintaining, and upgrading various technology based systems in school auditoriums, classrooms, security cameras/recorders, and access control.
- ~~8.~~ Troubleshoot information technology-related issues for both hardware and software.
- ~~9.~~ Connect and set up hardware and install software as needed.
- ~~10.~~ Recommend software and hardware enhancements.
- ~~11.~~ Maintain, manage, troubleshoot and upgrade computer systems and servers for performance and security related issues.
- ~~12.~~ Assist in building, configuring, and troubleshooting software and hardware enhancements, application deployments and infrastructure up-grades.
- ~~7-13.~~ Provide end-user support and training.
- ~~8-14.~~ Assists the Director of Technology in maintaining and managing district wide telecommunications, call manager, and voice mail systems.
- ~~9-15.~~ Assists the Director of Technology in maintaining intercom systems and bell systems in the district.
- ~~10-16.~~ Must maintain confidentiality concerning sensitive information. Routinely accesses confidential and sensitive information technology within the district.
- ~~11-17.~~ Attend and participate in in-services, workshops, seminars, professional conferences, etc.
- ~~12-18.~~ Perform any other duties as assigned by Supervisor or his/her designee.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of:

- Board policies and procedures
- Building policies and procedures
- Computer hardware, software, and networking applications
- Microsoft server operating systems
- Microsoft Windows desktop operating systems
- Deployment and management tools
- Email/cloud application and management
- Ticketing system to create detailed work logs and technical documentation

Ability to:

- Interpret policies, procedures, and regulations
- Prepare reports and correspondence
- Maintain records
- Solve issues that might not have a clear solution
- Work on his/her own initiative
- Interact with high quality inter-personal skills
- Lift up to fifty (50) pounds on a regular basis

Skill in:

- Setup and maintenance of servers, computers, office equipment, and networking hardware
- Asking questions and listen to customers in order to fine out the issue, explain the problem in a clear and understandable way
- Troubleshooting – diagnosing, repairing and testing computer problems as they arise
- Dexterity – using hands to manipulate objects within the computer
- Demonstrating problem-solving strategies and practical knowledge

**EQUIPMENT OPERATED:**

Computer servers, networking equipment, and end user workstations.

**CONDUCT:**

Each staff member shall remain free of any alcohol or nonprescribed controlled substance and abuse of any prescribed controlled substance in the workplace throughout his/her employment in the District.

Each staff member shall serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings. Each staff member has a legal responsibility to help instill in students the belief in and practice of ethical principles and democratic values.

**TERM OF EMPLOYMENT:**

Two hundred forty four (244) days annual contract.

**PERFORMANCE EVALUATION:**

Conducted by the Director of Technology or his/her designee.

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This job description in no manner states or implies that these are the only duties and responsibilities to be performed by the position incumbent. The incumbent will be required to follow the instructions and perform the duties required by the Board of Education.

\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_  
Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

## **AGREEMENT FOR STAFFING SERVICES**

AGREEMENT made this 17<sup>th</sup> day of June, 2016 and between **Humanus Corporation** ("Humanus") and Eaton Community Schools ("Client"), and

WITNESSETH:

WHEREAS, Humanus is engaged in the business of supplying highly skilled Independent Contractors to Clients in need of such Independent Contractor services on a limited basis ; and

WHEREAS, Client desires to engage Humanus to assist Client with its staffing needs for one or multiple locations as required to satisfy overall staffing needs;

NOW, THEREFORE, in consideration of the promises set forth above, and the mutual covenants and undertakings herein contained, and intending to be legally bound hereby, IT IS AGREED:

### **TERMS**

1. Engagement. Client engages Humanus to provide contracted staffing services to Client on an "as needed" basis throughout the duration of this Agreement as required by Client. Unless otherwise specified and agreed to, Humanus will not require Client to provide a guaranteed number of fixed hours for Independent Contractor services.
2. Duration. The respective duties and obligations of the parties shall be effective beginning on the date in which this Agreement was executed by the Client, and shall continue for a period of 12 months and automatically renew unless it is canceled or modified in writing upon either party giving the other party thirty (30) days' written notice.
3. Qualifications/Hiring/Supervision. Humanus will only refer to Client qualified Independent Contractors who possess the requisite skills within the guidelines of their respective governing body and who fulfill professional standards necessary for Client to meet the standards of the Department of Education and any other applicable accrediting agency. It shall be the responsibility of Humanus to initially screen all Independent Contractors to ensure that any referral meets the foregoing requirements. It is the decision of Client, not Humanus, whether to hire the Independent Contractor. Humanus shall not be responsible for, control, or supervise the rendition of services by Independent Contractor to Client.
4. Client Policies and Procedures. Client will provide to Independent Contractor all pertinent information concerning Client's policies and procedures, including but not limited to, Client's policies in the Independent Contractor's specified department and other clinical areas, general information necessary for Independent Contractor to render services to Client, and all emergency procedures.
5. Proof of Qualifications . Humanus shall require Independent Contractor to produce a proof of license or license eligibility, CPR certification (when required), child abuse clearance, FBI and state background checks, Act 24, Act 168 and any other certification required by the state accreditation body. Humanus agrees to provide said information to Client within 24 hours from the time of request. If an Independent Contractor subcontracts all or part of the services provided to Client, the Independent Contractor will require all subcontractors to provide the information under paragraph 5 to Humanus.
6. Compensation. Client shall receive invoices from Humanus on a weekly basis, and Client agrees to pay such invoices within thirty (30) days of receipt of invoice. Nonpayment or delinquent payment could result in an interest charge of 1.5% monthly to Client and or the right of Humanus to discontinue providing referrals under the Agreement until payment is received. The rates to be charged Client for referrals are set forth in Exhibit A and Humanus agrees to maintain these rates for the duration of the Term of service, after which they may be modified at Humanus' discretion upon thirty (30) days' notice. Said rates include the compensation to be paid Independent Contractor for their provision of services to Client. In the event that

Humanus uses legal counsel to collect any amount owed under the terms of this Agreement, Client agrees to pay all of Humanus' costs and expenses in connection therewith, including attorneys' fees and costs.

7. Independent Contractor Relationship.

A) Humanus and Client hereby agree that the relationship of Humanus to Client is at all times that of an independent contractor and not that of an employee, partner, agent or joint-venturer of or with Client. Humanus and Client further acknowledge and agree that the relationship between any Independent Contractor and Humanus and any Independent Contractor engaged by Client is at all times that of an independent contractor and not that of an employee, partner, agent or joint-venturer of or with either Humanus or Client.

B) At no time shall any Independent Contractor possess the authority to charge items or incur debts or other financial obligations on behalf of Humanus or bind Humanus to any contracts, agreements, covenants or obligations of any kind whatsoever.

C) Each Independent Contractor referred by Humanus shall perform the duties required by Client consistent with their professional obligations. To the extent that any direction or supervision is required, such direction or supervision shall be provided by Client and not Humanus.

D) In recognition of each Independent Contractor's independent contractor status, Client acknowledges that each Independent Contractor is not prohibited from providing his or her services to others or from engaging in other business(es) during the term of this Agreement, so long as such other activities do not unreasonably interfere with the Independent Contractor's obligations to Client.

E) Neither Humanus nor Client assume any liability or responsibility for any liability incurred by or judgments entered against Independent Contractor for their provision of professional services on behalf of Client. Humanus and Client agree to hold each other harmless for any personal injury or property damage directly or indirectly arising out of or relating to the professional services rendered by Independent Contractor to Client.

8. Humanus Insurance. Humanus agrees that during the term of this Agreement, it shall maintain, at its sole cost and expense, liability insurance with minimum limits of \$1 million/\$3 million. The Certificate of Insurance is available for inspection upon request.

9. Impossibility of Performance. This Agreement is subject to force majeure, and is contingent upon strikes, accidents, acts of God, weather conditions, regulations or restrictions imposed by any government or governmental agency, or other impediments beyond the control of the parties. If performance hereunder is prevented by any cause of force majeure, then performance of this Agreement shall be excused without penalty to either party for the performance not rendered.

10. No Conflicting Agreements. Client warrants and represents that the execution and performance of this Agreement does not and will not violate or conflict with any contracts, agreements or restrictions to which Client may be a party, or by which Client may be bound and that Client will indemnify, save, defend and hold Humanus harmless for any liability related to a breach of this warranty.

11. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party hereto if hand-delivered, or if mailed, postage pre-paid, by certified mail, return receipt requested, to such party, or to such other address as such party shall designate by notice provided herein:

***If to Humanus:***

HUMANUS CORPORATION  
1100 First Avenue, Ste 503  
King of Prussia, PA 19406  
Attn: Corporate Counsel

***If to Client:***

EATON COMMUNITY SCHOOLS  
306 Eaton Lewisburg Road  
Eaton, OH 45320

12. Governing Law. This Agreement shall be governed in all respects, including without limitation, validity, interpretation, effect, performance and enforcement, by the laws of the Commonwealth of Pennsylvania (without application of any principles of conflicts or choice of law that may otherwise be applicable).

13. Non-solicitation/Non-circumvention. Before the expiration or upon expiration or termination of this Agreement for any reason, Client shall not, individually or jointly with others, directly or indirectly, without the express advance written consent of Humanus, disturb, hire, entice away, or in any manner induce or persuade (or attempt to do any of the above) any Independent Contractor or agent affiliated with Humanus to terminate or circumvent their relationship with Humanus. Client acknowledges that a breach of the covenants in this Section 13 will have irreparable material and adverse harm on Humanus, and that the actual damages arising from such breach would be difficult, if not impossible, to ascertain. Client agrees that each and every violation of this Section 13 shall entitle Humanus to compensation equivalent to 100% of the Independent Contractor, agent or employee's annual employment cost, including annual compensation, plus benefits, with benefits being defined as 30 percent of annualized pay. This fee is to be paid within thirty (30) days from the time such Independent Contractor severs or modifies their relationship with Humanus. This Section 13 shall survive termination for any reason.

14. Confidentiality. Client shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but in no event less than reasonable care, to keep confidential the confidential information of Humanus. Client may disclose Confidential Information or Materials, as defined below, only to its employees on a need-to-know-basis. For purposes of this Agreement, "Confidential Information or Materials" means information designated as confidential or which ought to be considered as confidential from its nature or from the circumstances surrounding its disclosure. Confidential Information or Materials includes, without limiting the generality of the foregoing, information: (1) relating to Humanus' methodologies, techniques, tools, or know how; (2) relating to Humanus' business, marketing, and sales and corporate policies, strategies, operations, finances, plans, or opportunities including the identity of, or particulars about, Humanus' clients or suppliers; and (3) marked or otherwise identified as confidential, restricted, secret, or proprietary including, without limiting the generality of the foregoing, information acquired by inspection or oral or visual disclosure. The parties shall execute and comply with the terms of the Business Associate Agreement as set forth in Exhibit B attached hereto.

15. Hold Harmless/Indemnification. Client agrees to indemnify and hold Humanus harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the negligence or misconduct of an Independent Contractor, or any subcontractor acting on behalf of the Independent Contractor. Client and Humanus shall indemnify, defend, and hold harmless the other against any claims by any Independent Contractor based on the alleged existence of an employment, contractual, or agency relationship with the other, including claims for Worker's Compensation and Unemployment Insurance. Client shall promptly notify Humanus in writing of any claim, loss, or damage to which this indemnity provision may apply.

16. Warranties. HUMANUS WARRANTS THAT THE SERVICES RENDERED BY THE INDEPENDENT CONTRACTOR WILL BE PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED PROFESSIONAL STANDARDS AND PRACTICES FOR SERVICES OF A SIMILAR NATURE. EXCEPT AS SPECIFICALLY STATED HEREIN, HUMANUS MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE,

INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability. HUMANUS' LIABILITY WITH RESPECT TO ANY CLAIM OF A BREACH OF WARRANTY, BREACH OF CONTRACT, OR FOR INDEMNIFICATION UNDER SECTION 15 HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF THE SPECIFIC REMEDY STIPULATED IN THIS AGREEMENT, WHERE APPLICABLE, BUT IN NO EVENT SHALL EXCEED THE SERVICE FEES ACTUALLY PAID UNDER THIS AGREEMENT FOR THE MOST RECENT TWELVE-MONTH PERIOD. IN NO EVENT SHALL HUMANUS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED OR ARISING, INCURRED BY CLIENT OR ANY OTHER PERSON EVEN IF HUMANUS HAS BEEN ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

18. Integration. This Agreement contains and represents the entire understanding and agreement of Humanus and Client with respect to its subject matter, superseding, canceling and voiding all prior agreements, understandings, negotiations, warranties, commitments, and representations in such regard.

19. Severance. In the event that a specific provision of this Agreement, or any portion thereof, is determined to be invalid by statute or administrative or judicial decision – provided the time for appeal of such decision has expired with no appeal having been made – the parties shall conform their conduct to satisfy the requirements of such statute or administrative or judicial decision. The remainder of the Agreement shall not be affected by any such determination and shall continue in full force and effect as provided herein.

20. Modification. This Agreement may be modified or amended only in a writing executed by both Humanus and Client.

21. Binding Effect and Assignability. The rights and obligations of both parties under this Agreement shall inure to the benefit of and shall be binding upon their respective successors, assign, heirs, legal representatives and devisees, but shall not be assigned without the written consent of both parties.

**EXHIBIT A****2016-2017 REFERRAL RATES**

*HUMANUS shall receive payment based upon the following schedule which is valid for 12 months, in accordance to the terms of the Agreement for Staffing Services:*

**Specialty**

Licensed Occupational Therapist Direct/Indirect Services	\$75.00/hour
Licensed Physical Therapists Direct/Indirect Services	\$75.00/hour
Licensed Speech/Language Services Direct/Indirect Services	\$75.00/hour
Psychologists Direct/Indirect Services	\$89.00/hour
Intervention Specialist Direct/Indirect Services	\$43.00/hour

Rates are calculated in increments of quarter hours and rounded up to the nearest quarter hour. Services include, but not limited to, evaluation, report writing, therapy services, documentation, progress notes, meetings, conferences, billing, breaks and travel time between facilities when necessary.

Client agrees to be billed for one (1) hour of service or travel time [whichever is longer] if scheduled therapy session(s) were cancelled or Client would be closed and the assigned Therapist was not notified, via mail, telephone, form notice or electronic mail, 4 hours in advance. This cancellation policy does not apply to publicized weather-related cancellations.

**EXHIBIT B****BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") effective as of date of Agreement, ("Effective Date") is entered into by and between Humanus Corporation ("Business Associate" or "Supplier") and **Eaton Community Schools** ("Covered Entity")

**RECITALS**

The purpose of this Agreement is to enable the parties to comply with certain requirements of the "HIPAA Regulations" (as defined below) under the Health Insurance Portability and Accountability Act of 1996 Pub. L. No. 104-191 ("HIPAA") and related provisions of the HITECH Act (as defined below) that involve Protected Health Information (as defined below, and including but not limited to Electronic Protected Health Information) that is used or disclosed by Business Associate for or on behalf of the Covered Entity in connection with those certain services performed by Business Associate on behalf of the Covered Entity pursuant to any oral or written agreement(s) for the provision of services to the Covered Entity (a "Services Agreement") that has been or may be entered into by the parties.

**INTENDING TO BE LEGALLY BOUND**, and for mutual satisfactory consideration received, the parties agree as follows.

**1. DEFINITIONS**

(a) Catch-all definition: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are given when defined in the HIPAA Regulations.

(b) "Availability" shall mean the same as it means at 45 C.F.R. §164.304.

(c) "Breach" shall mean the acquisition, access, use, or disclosure of protected health information in a manner not permitted under the Privacy Regulations which compromises the security or privacy of the

protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.

Except that a use or disclosure of protected health information that does not include the identifiers listed at 45 C.F.R. §164.514(e)(2) of the Privacy Regulations, date of birth, and zip codes does not compromise the security or privacy of the protected health information and is deemed not to be a “Breach” for purposes of this Agreement.

“Breach” also excludes:

(i) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rules.

(ii) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rules.

(iii) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(d) “Breach Notification Regulations” shall mean the rules set forth primarily at set forth primarily at Subpart D of Part 164 of Title 45 of the Code of Federal Regulations.

(e) “Business Associate” shall mean the entity so designated in the preamble to this Agreement.

(f) “Confidentiality” shall mean the same as it means at 45 C.F.R. §164.304.

(g) “Covered Entity” shall mean the entity so designated in the preamble to this Agreement.

(h) “Days” shall mean a calendar day unless a provision specifies “business days.”

(i) “Discovery of a Breach” means that Business Associate, or an employee, officer or agent of Business Associate, has acquired actual knowledge of a Breach or by the exercise of reasonable diligence should have acquired knowledge of a Breach.

(j) “Electronic Protected Health Information” or “EPHI” shall mean the same as it means at 45 C.F.R. §160.103.

(k) "HIPAA Regulations" shall mean the Privacy Regulations, the Security Regulations, the Breach Notification Regulations and such other applicable rules and regulations that are set forth in 45 C.F.R. Parts 160 and 164.

(l) "HITECH Act" shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009, Pub. L. No 111-5.

(m) "Integrity" shall mean the same as it means at 45 C.F.R. §164.304.

(n) "Protected Health Information" or "PHI" shall have the meaning set forth at 45 C.F.R. §160.103.

(o) "Privacy Regulations" shall mean the rules set forth primarily at Subparts A and E of Part 164 of Title 45 of the Code of Federal Regulations.

(p) "Required by Law" shall mean the same as it means at 45 C.F.R. 164.§103.

(q) "Security Incident" shall mean the same as it means at 45 C.F.R. §164.304.

(r) "Security Measures" shall mean that same as it means at 45 C.F.R. §164.304.

(s) "Security Regulations" shall mean the rules set forth primarily at Subparts A and C of Part 164 of Title 45 of the Code of Federal Regulations.

(t) "Unsecured PHI" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act on the HHS Web site.

## **2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

(b) Business Associate agrees to use appropriate Security Measures to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. With respect to EPHI, Business Associate agrees to develop, implement, maintain and use appropriate and reasonable Administrative, Physical, and Technical Security Measures to insure the Integrity, Confidentiality and Availability of, and to prevent non-permitted uses and disclosures of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges and agrees that pursuant to section 13401(a) of the HITECH Act [42 USC §17931(a)] that it will implement and document its Security Measures in order to comply with sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations in the same manner that Business Associate would if it were a Covered Entity subject to those rules.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate, or an agent or subcontractor of Business Associate, in violation of the requirements of this Agreement.

(d) Business Associate agrees to report to Covered Entity:

(i) Any use or disclosure by the Business Associate of Protected Health Information not provided for by this Agreement of which it becomes aware.

(ii) Within ten (10) days any Security Incident of which it becomes aware that results in an unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.

(iii) Within ten (10) days of receipt of a written request any Security Incident of which it becomes aware that was an unsuccessful attempt to obtain unauthorized access, use modification, destruction or disclosure of EPHI or interference with information systems for EPHI.

(iv) A Discovery of a Breach of Covered Entity's Unsecured PHI that is used or disclosed by Business Associate in any manner arising out of this Agreement, Business Associate shall timely notify Covered Entity as provided in subsection 5 of this section 2(d). Prior to notifying Covered Entity of the Discovery of a Breach, Business Associate shall take reasonable steps to satisfy itself based upon reasonable diligence that the acquisition, access, use, or disclosure of PHI was not unintentional or inadvertent and that it poses a significant risk of financial, reputational, or other harm to the individual.

(v) Following Discovery of a Breach of Covered Entity's Unsecured PHI, Business Associate without unreasonable delay, but in no case later than Thirty (30) days, shall provide written notice to Covered Entity setting forth the information described in sub-section 2(d).

(vi) Business Associate's written notification shall provide the following information:

1. To the extent possible, the names of each individual whose Unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used or disclosed during the Breach.
2. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
3. A description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
4. Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
5. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,
6. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site, or postal address.

(vii) If Business Associate has been requested orally or in writing by law enforcement officials that notification of affected individuals of a Breach may impede a criminal investigation, Business Associate shall so inform Covered Entity.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in an enforceable written agreement to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information (including but not limited to the post termination assurances that are specified in section 5(f) of this Agreement). With respect to EPHI, Business Associate will ensure that any agent or subcontractor to whom Business Associate provides EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity agrees to develop, implement, maintain and use appropriate and reasonable Administrative, Physical, and Technical Security Measures to insure the Integrity, Confidentiality and Availability of, and to prevent non-permitted uses and disclosures of, EPHI.

(f) Business Associate agrees to provide access to and copies of Protected Health Information maintained in a Designated Record Set, to Covered Entity or, when requested in writing by Covered Entity, to an Individual in order for Covered entity to meet the requirements of 45 C.F.R. §164.524. Business Associate shall provide access to and copies of Protected health Information in a reasonable time, not to exceed fifteen (15) days [unless Business Associate and Covered Entity reasonably agree otherwise in writing]; and, in a reasonable manner.

(g) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in the time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Regulations. Upon receipt of a request from the Secretary, Business Associate shall notify Covered Entity in writing unless such notification would be contrary to law.

(h) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity determines is required to enable Covered Entity to comply with 45 C.F.R. §164.526. Except for good cause shown in writing to Covered Entity, Business Associate shall act upon Covered Entity's request for an amendment within thirty (30) days of receipt Covered Entity's request.

(i) Business Associate agrees to identify, track and document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected health Information in accordance with 45 C.F.R. §164.528. Upon Covered Entity's written request, Business Associate shall furnish to Covered Entity a copy of its policies or procedures that it has, and will maintain, that describe how it carries out its obligations under this subsection.

(j) Business Associate agrees to provide to Covered Entity or to an Individual, in writing and not later than thirty (30) days after receiving a request under this subsection (i), information collected in accordance with the foregoing sub-section (h) of this Section 2 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §164.528.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

#### **(a) General Use and Disclosure Provisions.**

(i) Except as otherwise provided in this Agreement, Business Associate shall use or disclose Protected Health Information only in a manner permitted by the Privacy Regulations if done by Covered Entity.

#### **(b) Specific Use and Disclosure Provisions**

(i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notified the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(iii) Only when specifically authorized by Covered Entity in writing separate from this Agreement or in accordance with a specific provision of the Services Agreement, Business Associate may use Protected Health Information to: (i) provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e) (2) (i) (B); or, create de-identified health information in accordance with 45 C.F.R. §164.514.

(iv) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. §164.502(j)(1).

### **4. OBLIGATIONS OF COVERED ENTITY**

Provisions for Covered Entity To Inform Business Associate of Privacy Practices and Restrictions.

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices, prepared for compliance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate use or disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

## 5. TERMS AND TERMINATION

(a) Term. The term of this Agreement shall be effective as of (June 13, 2016), and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity; or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination by the Covered Entity. Covered Entity may immediately terminate this Agreement and any Services Agreement if the Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to: (i) provide Business Associate with 30 days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within 30 days, Business Associate must cure said breach to the satisfaction of the Covered Entity. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of this Agreement and any Services Agreement. Nothing contained in this Section shall be deemed to require the Covered Entity to terminate this Agreement if termination is not feasible, and the Covered Entity shall have the right to report any such breach to the Secretary as provided for under 45 C.F.R. §164.504(e)(1)(II).

(c) Termination by Business Associate. If Business Associate makes the determination that a condition material to the performance of this Agreement has changed under any Services Agreement or this Agreement, or that the Covered Entity has breached a material term of this Agreement, Business Associate may provide (30) days' notice of its intention to terminate this Agreement and the Services Agreement. Business Associate agrees, however, to cooperate with Covered Entity find a mutually satisfactory resolution to the matter prior to terminating and further agrees that, notwithstanding this provision, it shall not terminate this Agreement so long as any Services Agreement is in effect.

(d) Automatic Termination. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the last Service Agreement in effect between the parties.

(e) Effect of Termination. Upon any termination pursuant to this Section 5, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. §164.504(e)(2)(ii)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said Protected Health Information, Business Associate will notify the Covered Entity in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reason for such determination, which reasons must be agreed to by Covered Entity. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible. If it is infeasible for Business Associate to obtain Protected Health Information from a subcontractor or agent, Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agent to agree to extend any and all

protections, limitations and restriction contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.



PECK, SHAFFER & WILLIAMS  
A DIVISION OF DINSMORE & SHOHL LLP

191 West Nationwide Boulevard ^ Suite 300  
Columbus, OH 43215  
www.dinsmore.com

Edward Cavezza  
(614) 233-5400 (direct) ^ (614) 628-6890 (fax)  
edward.cavezza@dinsmore.com

June 15, 2016

Rachel Tait, Treasurer  
Eaton Community City School District  
304 Eaton Lewisburg Road  
Eaton, Ohio 45320

Re: Engagement as Issuer Bond Counsel

Ladies and Gentlemen:

You have asked us to act as Bond Counsel with respect to municipal securities issued as School Improvement Refunding Bonds (the "Obligations") by the Eaton Community City School District (the "Issuer") and to undertake this engagement pursuant to the terms of this letter. Proceeds of the Obligations are expected to be used to refund certain prior obligations which were issued to finance various projects which may be secured by the full faith and credit of the Issuer. We further understand that the Obligations may be purchased at negotiated sale. This letter is to describe our services, responsibilities and fees.

***Scope of Engagement and Duties to Be Performed***

As Bond Counsel, one of our chief functions is to render an objective legal opinion with respect to the authorization and issuance of the Obligations. Assuming that no legal impediments to the issuance of the Obligations become apparent, we would contemplate furnishing to the Issuer our approving opinion ("Bond Opinion") as to the validity and binding effect of the Obligations, the source of payment and security for the Obligations and the exclusion of the interest on the Obligations (other than any series of taxable Obligations) from gross income for Federal and Ohio income tax purposes, which opinion will be executed and delivered by us in written form on the date the Obligations are exchanged for their purchase price (the "Closing"). Upon delivery of the opinion with respect to the original issuance of any specific issue of the Obligations, our responsibilities as Bond Counsel will be concluded with respect to that financing.

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by you as the Issuer with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you as the Issuer to provide us with complete, accurate and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that we will have full and timely cooperation of members of your staff, your officers, appropriate public officials and their employees in this regard. Our Bond Opinion will be based on the information that you provide. In rendering our

Eaton Community City School District

June 15, 2015

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Bond Opinion, we may also expressly rely upon counsel to other parties to the transaction as to certain matters where appropriate.

In addition to rendering our Bond Opinion upon the issuance of the Obligations, we expect to perform the following duties:

(a) Draft or review the basic legal documents required for authorization, securing, issuance and sale of the Obligations; these include the trust indenture, if any, between the Issuer and the trustee bank, the bond legislation to be adopted by the Issuer and all related Issuer proceedings and resolutions or ordinances which might be required.

(b) Prepare or furnish the incidental closing papers (excepting those customarily prepared or furnished by the underwriter or purchaser or their respective counsel), including various certificates to be signed by the Issuer.

(c) Review legal issues relating to the structure of the Bond issue.

(d) Prepare election proceedings or pursue validation proceedings.

(e) Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Obligations.

(f) Draft the continuing disclosure undertaking of the Issuer pursuant to Securities and Exchange Commission Rule 15c2-12.

(g) Assist the Issuer, upon request, in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Obligations, except that we will not be responsible for any required Blue Sky filings.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties as Bond Counsel do not include:

(a) Except as described herein, assisting in the preparation or review of any official statement or any other disclosure document with respect to the Obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice or giving an opinion that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.

(c) Preparing blue sky or investment surveys with respect to the Obligations.

Eaton Community City School District  
June 15, 2015  
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(d) Except as described in paragraph (4) above, drafting state constitutional or legislative amendments.

(e) Except as described in paragraph (4) above, pursuing test cases or other litigation, such as contested validation proceedings.

(f) Making an investigation or expressing any view as to the creditworthiness of the Issuer of the Obligations.

(g) Except as described in paragraph (4) above or otherwise agreed, assisting in the preparation of, or opinion on, a continuing disclosure undertaking pertaining to the Obligations or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

(i) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Obligations).

(j) After Closing, any obligation to review facts or revise language of the Bond Opinion based on information obtained after Closing unless separately engaged by you.

(k) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth or completeness of facts certified as true and complete by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine. We do not review the financial condition of the Issuer, the feasibility of the project for which the Obligations were issued, or the adequacy of the security provided to the Bondholders. We will assume no responsibility with respect to real estate or personal property title matters. All matters of title with respect to real estate will be the responsibility of the Issuer's general counsel or a title insurer. We will rely upon such opinions, the title policy or commitment and such certificates in delivering our Bond Opinion.

If the Obligations are offered to the public, then as a part of our engagement as Bond Counsel, we may assist the Issuer in preparing the official statement and will review and comment upon the official statement or other offering document insofar as it describes the Obligations and summarizes the terms of the underlying documents prepared by us. We will, however, assume no responsibility for the official statement insofar as it describes the Project and the Issuer's financial condition. In the case of a public offering, it is essential that other counsel examine with due diligence the affairs of any obligor other than the Issuer and then pass upon the adequacy and

Eaton Community City School District  
June 15, 2015  
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sufficiency of the disclosures relative thereto contained in the official statement. We must reserve the right not to approve the use of our name in an offering document which does not in our opinion comply with applicable securities laws or regulations and/or to withdraw from our engagement as Bond Counsel for the Obligations.

We assume that we will have the full cooperation of the underwriter and appropriate officials of the Issuer and any others necessary to successfully complete this financing, including counsel to the other parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete a financing.

Under present law and regulations, we anticipate that the Obligations will be exempt from registration pursuant to the Securities Act of 1933 and the Trust Indenture will be exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, both as amended; thus, no filings with the Securities and Exchange Commission will be necessary. However, the Obligations may be subject to registration or qualification in certain states. Our Bond Opinion will not make reference to any state law registration or qualification requirements for any jurisdiction in which the Obligations are to be sold, and we will undertake no Blue Sky survey or investment survey with respect to the Obligations in issuing our Bond Opinion and other opinions which may be required at Closing, except as may be hereafter specifically requested by the underwriter to a particular Bond issue and agreed to by us.

#### ***Compensation and Reimbursement***

Our fee as Bond Counsel (\$85,000) is based upon (i) our understanding of the terms, the structure, size and schedule of the financings which may be represented by the Obligations, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings and (iv) the responsibilities we will assume in connection therewith. The initial fee quoted may vary: (i) if the principal amount of Obligations actually issued differ significantly from the amount stated above, (ii) if the manner in which the Obligations are marketed (private placement, public offering, etc.) changes, (iii) if material changes in the structure of the financing occur, or (iv) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you prior to any such adjustment. In addition we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, fax charges, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements. Our fee is normally paid at the closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. If a particular issue of Obligations is delayed beyond three months, we reserve the right to present for payment an interim statement. We may submit an additional statement for Issuer charges following the Closing.

When the Issuer has obtained a purchase commitment for the Obligations or has entered into an underwriting agreement with respect to the Obligations, we will contact you regarding the agreed structure of the financing and its implications, if any, with respect to our fees.

Eaton Community City School District

June 15, 2015

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If for any reason the financing is not consummated or is completed without the rendition of our Bond Opinion, we will be paid the sum to be agreed upon with the Issuer, plus out-of-pocket expenses, as described above.

#### ***Conflicts***

RBC Capital Markets ("RBC") is anticipated to serve as the underwriter on this financing and because our firm represents RBC on other matters we want to disclose a potential conflict of interest and to request a waiver of the potential conflict. With respect to our role as Bond Counsel would be representing the Issuer only and not RBC. Our duty is to act solely in the best interest of the Issuer. Should a dispute or litigation arise between the Issuer and RBC after the closing of the bond issue, our firm would not represent the Issuer or RBC in connection with the potential dispute or litigation. By signing this engagement letter the Issuer is waiving any potential conflicts of interest.

#### ***Miscellaneous***

Our willingness to undertake the functions described herein with respect to any particular Obligations will be based upon the facts available to us at that time. We will commence our function with respect to each issue of Obligations after determining that nothing has come to our attention at that time which would lead us to conclude that there are any legal obstacles to delivery of the Obligations. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Obligations, which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our Bond Opinion.

We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement letter, you will not seek to engage any firm other than Dinsmore & Shohl LLP, to serve as Bond Counsel in connection with the issuance of any Obligations.

At your request, papers and property furnished by you for a particular Bond issue will be returned promptly upon receipt of payment for outstanding fees and client charges relating to that transaction. Our own files, including lawyer work product, pertaining to any particular transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of any particular transaction covered by this engagement letter.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in any particular bond issue covered by this engagement letter. We further assume that all other parties understand that in a transaction covered by this engagement letter we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this engagement letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

Eaton Community City School District  
June 15, 2015  
Page 6

Our representation of the Issuer and the attorney-client relationship created by this engagement letter with respect to any particular issue of Obligations will be concluded upon issuance of those Obligations. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038, prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Obligations.

As previously stated, representation during subsequent Internal Revenue Service random and directed audits or Securities and Exchange Commission investigations, however, is beyond the scope of this engagement letter. In the event of a random or directed audit of the Obligations by the Internal Revenue Service or questions raised regarding the Obligations by the Securities and Exchange Commission, we would represent you, if you request, during the audit or investigation, subject to a supplemental engagement letter and at our standard hourly rates. You would also have the option to retain separate counsel to represent you during such an audit or investigation; assistance we might be called upon to render to such separate counsel would also be charged at our standard hourly rates.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

DINSMORE & SHOHL LLP



Edward Cavezza

Accepted and Agreed to as of  
June \_\_\_\_, 2015

EATON COMMUNITY CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Treasurer



500 Hallmark Drive - Eaton Ohio 45320  
Phone: (937) 456-4332 Fax: (937) 456-3990

## Memo of Understanding

June 20<sup>th</sup> 2016

**Eaton Community Schools**  
Attn: Dr. Barbra Curry  
304 Eaton-Lewisburg Road  
Eaton Ohio 45320

Dr. Curry,

This MOU is to confirm our verbal arrangement between Eaton Computer and Eaton Community Schools in the release of our employee Stephen P. Woods, System Administrator from any and all "No Compete" agreements that currently reside between Eaton Computer and Mr. Woods for the sole benefit he can be hired by Eaton Community Schools directly beginning June 30<sup>th</sup> 2016.

Eaton Community Schools as part of this understanding will continue to retain Eaton Computer as a consultant till August 30<sup>th</sup> 2016 in lieu of this arrangement.

If you have any questions or concerns, please feel free to email or call.

Sincerely,

*RS Unruh Sr.*

Robert S. Unruh, Sr.  
General Manager, I.T. Enterprise Support  
Eaton Computer Helpdesk.US  
[runruh@eatoncomputer.com](mailto:runruh@eatoncomputer.com)  
Phone: 937.456.4332  
Fax: 937.456.3990

### Latest Affiliate Exclusive Deals

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