

TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION
WORK SESSION
September 6, 2018
6:30 p.m.

REVISED

**Trotwood-Madison Board of Education Offices
3594 North Snyder Road
Trotwood, Ohio 45426
Tyrone Olverson
Interim Superintendent of Schools**

The mission of the Trotwood-Madison City Schools is to graduate all students prepared to excel in a global society with a commitment to lifelong learning by guaranteeing a challenging curriculum facilitated by an innovative and dedicated staff, community participation and state-of-the-art resources in a stimulating atmosphere.

THIS MEETING IS A MEETING OF THE BOARD OF EDUCATION IN PUBLIC FOR THE PURPOSE OF CONDUCTING THE SCHOOL DISTRICT'S BUSINESS AND IS NOT TO BE CONSIDERED A PUBLIC COMMUNITY MEETING.

I. CALL TO ORDER

II. ROLL CALL

III. SALUTE TO FLAG

IV. REQUEST BOARD RESOLUTION TO ADOPT THE AGENDA

V. PRESENTATION

District Strategic Vision - Board of Education and Dr. Matthew Petersen
Attendance and Discipline Reports – Mr. Tyrone Olverson, Interim Superintendent

VI. **B-1. Resolution to accept the Trotwood-Madison City School District Strategic Vision
(Hand-Carried) (Action Requested)**

VII. TREASURER

T-1. Resolution to approve the following minutes; Work Session on August 2 , 2018,
Regular Meeting on August 16 , 2018, Special Meeting (Retreat) on August 17-18,
2018 and Special Meeting on August 30, 2018– as per ADDENDUM #T-1
(Page 1) (Information)

PUBLIC FINANCIAL REPORTS FOR THE MONTH OF JULY 2018 WILL BE PRESENTED TO
THE BOARD ON SEPTEMBER 20, 2018

VIII. SUPERINTENDENT

S-1. Resolution to accept a check in the amount of \$327.60 from Lifetouch to be deposited
in Madison Park Principal's Fund, checks in the amount of \$40.00, \$492.00 and
\$418.00 from Lifetouch to be deposited in the Early Learning Center Principal's Fund –
as per ADDENDUM #S-1
(Page 15) (Information)

- S-2. Resolution authorizing Westbrooke Village Elementary 5th grade students to travel to Camp Kern for an overnight field trip on September 26-28, 2018 – as per ADDENDUM #S-2
(Page 21) (Information)
- S-3. Resolution to approve Madison Park and Westbrooke Village Student Activity Account for the 2018-2019 school year – as per ADDENDUM #S-3
(Page 23) (Information)
- S-4. Resolution to approve Gifted services contract with Catapult at Mother Brunner School utilizing Ohio Auxiliary funds, Intervention Specialist services contract with Catapult at Mother Brunner School utilizing IDEA funds, Instructional services in reading and math contract with Catapult at Mother Brunner School utilizing Title I funds, Instructional services in reading and math contract with Catapult at Charminade-Julienne High School utilizing Title I funds, Instructional services in reading and math contract with Catapult at St. Benedict on the Moor School utilizing Title I funds for the 2018-2019 school year– as per ADDENDUM #S-4
(Page 25) (Information)
- S-5. Resolution to approve the gifted policy 2464 – as per ADDENDUM #S-5
(Page 71) (Information)
- S-6. Resolution to approve contract with the Trotwood Police Department for the services of a School Resource Officer in the amount of \$66,750.00 commencing August 13, 2018 and ending May 24, 2019– as per ADDENDUM #S-6
(Page 79) (Information)**
- S-7. Resolution to approve Personnel Agenda – as per ADDENDUM #S-7
(Page 83) (Action Requested)**

IX. DISCUSSION ITEMS/UPDATES

Medical Facility
 Alternate School
 All Day Pre-school
 Maintenance
 Board Alternate Representative
 2019 -2020 Calendar
 Staffing Update
 Employee Administrative Guidelines
 Norman Policy Review
 Public Relations Update
 September Board Retreat
 Marketing Firm
 Book-bags

- X. STUDENT REPRESENTATIVE COMMENTS
- XI. TREASURER'S COMMENTS
- XII. SUPERINTENDENT'S COMMENTS
- XIII. BOARD COMMENTS
- XIV. EXECUTIVE SESSION – To discuss employment of a public employee.
- XV. ADJOURNMENT

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TROTWOOD-MADISON CITY SCHOOLS
Our Mission Is 100% Student Success!

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**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION WORK SESSION
AUGUST 2, 2018; 6:30 P.M.**

The Board of Education of the Trotwood-Madison City School District held a Work Session at Trotwood-Madison High School, 4440 N. Union Road, Trotwood, Ohio 45426 with the following members answering roll call at 6:32 p.m.: Mrs. Myra Bozeman, Mrs. Vanessa Jeter-Freeman, Mr. Norman Scarce, Mr. Michael Andrews and Ms. Denise Moore.

**#18-203 RESOLUTION TO ADOPT THE AGENDA WITH THE FOLLOWING CHANGES:
MOVE ITEM VIII PRESENTATION AFTER ITEM IX DISCUSSION ITEMS/UPDATES**

Mr. Scarce moved, seconded by Mrs. Jeter-Freeman to adopt the agenda as amended.

Yea: Mr. Scarce, Mrs. Jeter-Freeman, Mr. Andrews, Mrs. Bozeman and Ms. Moore

The President declared the motion passed.

#18-204 RESOLUTION TO APPROVE PERSONNEL AGENDA

Mr. Scarce moved, seconded by Mrs. Bozeman to approve Personnel Agenda.

Yea: Mr. Scarce, Mrs. Bozeman, Mr. Andrews, Mrs. Jeter-Freeman (abstain A2) and Ms. Moore

President declared the motion passed.

DISCUSSION ITEMS/UPDATES

The Red Zone
Samaritan Behavioral
Monthly vs. Quarterly Compensation
Policy Review
Student Representative to the Board
Board Docs
District Wristbands
Strategic Planning Retreat
Board Members Contact Numbers

#18-205 RESOLUTION ADJOURN THE MEETING AT 7:36 P.M.

Mr. Scarce moved, seconded by Mrs. Jeter-Freeman to adjourn the meeting at 7:36 p.m.

Yea: Mr. Scarce, Mrs. Jeter-Freeman, Mrs. Bozeman, Mr. Andrews and Ms. Moore

The President declared the motion passed.

ATTEST:

Janice D. Allen, Treasurer/CFO

Denise E. Moore, President

These approved minutes and tape recordings shall be filed in the Treasurer's office as a permanent record of official Board proceedings.

**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION REGULAR MEETING
AUGUST 16, 2018; 6:30 P.M.**

The Board of Education of the Trotwood-Madison City School District held a Special Meeting at Trotwood-Madison Board of Education Offices, 3594 North Snyder Road, Trotwood, Ohio 45426 with the following members answering roll call at 6:30 p.m.: Mrs. Myra Bozeman, Mrs. Vanessa Jeter-Freeman, Mr. Norman Scearce, Mr. Michael Andrews and Ms. Denise Moore.

#18-206 RESOLUTION TO ADOPT THE AGENDA

Mrs. Bozeman moved, seconded by Mrs. Freeman to adopt the agenda.

Yea: Mrs. Bozeman, Mrs. Freeman, Mr. Andrews, Mr. Scearce and Ms. Moore

President declared the motion passed.

**#18-207 RESOLUTION TO AMEND THE EMPLOYMENT CONTRACT FOR TREASURER,
JANICE ALLEN**

Mrs. Freeman moved, seconded by Mrs. Bozeman to approve resolution to amend the employment contract for Treasurer, Janice Allen.

Yea: Mrs. Freeman, Mrs. Bozeman, Mr. Andrews, Mr. Scearce and Ms. Moore

President declared the motion passed.

**#18-208 RESOLUTION TO APPROVE THE FOLLOWING MINUTES; SPECIAL MEETING ON
JULY 12, 2018, SPECIAL MEETING ON JULY 14, 2018, SPECIAL MEETING ON JULY
24, 2018 AND SPECIAL MEETING ON JULY 26, 2018**

Mr. Scearce moved, seconded by Mrs. Bozeman to approve the following minutes; Special Meeting on July 12, 2018, Special Meeting on July 14, 2018, Special Meeting on July 24, 2018 and Special Meeting on July 26, 2018.

Yea: Mr. Scearce, Mrs. Bozeman, Mrs. Freeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

**#18-209 RESOLUTION TO APPROVE JULY 2018 FINANCIAL REPORTS: BANK
RECONCILIATION REPORT, GENERAL FUND MONTHLY REPORT, GENERAL FUND
CHECKS ISSUED OVER \$1000 REPORT**

Mrs. Bozeman moved, seconded by Mr. Scearce to approve July 2018 financial reports: bank reconciliation report, general fund monthly report, general fund checks issued over \$1000 report.

Yea: Mrs. Bozeman, Mr. Scearce, Mr. Andrews Mrs. Freeman and Ms. Moore

President declared the motion passed.

These approved minutes and tape recordings shall be filed in the Treasurer's office as a permanent record of official Board proceedings.

#18-210 RESOLUTION TO ACCEPT A CHECK IN THE AMOUNT OF \$299.00 FROM LIFETOUCH TO BE DEPOSITED IN WESTBROOKE VILLAGE PRINCIPAL'S FUND

Mrs. Freeman moved, seconded by Mr. Scarce to approve accept a check in the amount of \$299.00 from Lifetouch to be deposited in Westbrooke Village Principal's Fund.

Yea: Mrs. Freeman, Mr. Scarce, Mr. Andrews, Mrs. Bozeman and Ms. Moore.

President declared the motion passed.

#18-211 RESOLUTION AUTHORIZING THE TROTWOOD-MADISON HIGH SCHOOL MARCHING BAND TO TRAVEL OUT OF STATE ON SEPTEMBER 22, 2018 TO PARTICIPATE IN THE CIRCLE CITY CLASSIC IN INDIANAPOLIS, INDIANA

Mrs. Bozeman moved, seconded by Mrs. Freeman to approve resolution authorizing the Trotwood-Madison High School Marching Band to travel out of state on September 22, 2018 to participate in The Circle City Classic in Indianapolis, Indiana.

DISCUSSION: After discussion it was determined that grades 6-8 are now included in the marching band and will be included in this trip. Additionally, it was determined that the name of the band should be changed to The Trotwood-Madison Marching Band to reflect grades 6-12. A new resolution (S-2A) will reflect these changes.

Nay: Mrs. Bozeman, Mrs. Freeman, Mr. Scarce, Mr. Andrews and Ms. Moore.

President declared the motion failed as written.

#18-212 RESOLUTION AUTHORIZING THE TROTWOOD-MADISON MARCHING BAND, GRADES 6-12, TO TRAVEL OUT OF STATE ON SEPTEMBER 22, 2018 TO PARTICIPATE IN THE CIRCLE CITY CLASSIC IN INDIANAPOLIS, INDIANA

Mr. Scarce moved, seconded by Mrs. Bozeman authorizing the Trotwood-Madison Marching Band, grades 6-12, to travel out of state on September 22, 2018 to participate in the Circle City Classic in Indianapolis, Indiana.

Yea: Mr. Scarce, Mrs. Bozeman, Mrs. Freeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-213 RESOLUTION TO APPROVE EMPLOYEES REQUEST FOR CHILD(REN) TO ATTEND TROTWOOD-MADISON CITY SCHOOLS FOR SY 2018-2019 PER BOARD OF EDUCATION POLICY 5111

Mrs. Freeman moved, seconded by Mr. Scarce to approve employees request for child(ren) to attend Trotwood-Madison City Schools for SY 2018-2019 per Board of Education policy 5111.

Yea: Mrs. Freeman, Mr. Scarce, Mrs. Bozeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-214 RESOLUTION TO APPROVE TUITION PAYING STUDENT REQUEST TO ATTEND TROTWOOD-MADISON CITY SCHOOLS FOR SY 2018-2019

Mrs. Freeman moved, seconded by Mr. Scarce to approve tuition paying student request to attend Trotwood-Madison City Schools for SY 2018-2019

Yea: Mrs. Freeman, Mr. Scarce, Mrs. Bozeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-215 RESOLUTION TO AUTHORIZE THE SOUTHWESTERN OHIO EDUCATIONAL PURCHASING COUNCIL TO SOLICIT BIDS ON BEHALF OF THE DISTRICT FOR THE PURCHASE OF SCHOOL BUSES AND PASSENGER VANS FOR SY 2018-2019

Mrs. Bozeman moved, seconded by Mrs. Freeman to authorize the Southwestern Ohio Educational Purchasing Council to solicit bids on behalf of the District for the purchase of school buses and passenger vans for SY 2018-2019.

Yea: Mrs. Bozeman, Mrs. Freeman, Mr. Scarce, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-216 RESOLUTION DECLARING THAT IT IS IMPRACTICAL TO PROVIDE TRANSPORTATION TO THE SCHOOLS LISTED BASED ON THE LACK OF STUDENT RIDERSHIP, TIME, DISTANCE AND COST EFFICIENCY FOR SY 2018-2019

Mrs. Bozeman moved, seconded by Mrs. Freeman to declare that it is impractical to provide transportation to the schools listed based on the lack of student ridership, time, distance and cost efficiency for SY 2018-2019.

Yea: Mrs. Bozeman, Mrs. Freeman, Mr. Scarce, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-217 RESOLUTION TO APPROVE SERVICE AGREEMENT WITH FutureEd SOLUTIONS TO PROVIDE EDUCATIONAL SERVICES TO RECAPTURE THOSE STUDENTS THAT HAVE LEFT THE DISTRICT FOR OTHER PROGRAMS

Mrs. Bozeman moved, seconded by Mrs. Freeman to approve service agreement with FutureEd Solutions to provide educational services to recapture those students that have left the District for other programs.

Yea: Mrs. Bozeman, Mrs. Freeman, Mr. Scarce, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-218 RESOLUTION TO APPROVE PERSONNEL AGENDA

Mrs. Bozeman moved, seconded by Mr. Scarce to approve Personnel Agenda.

Yea: Mrs. Bozeman, Mr. Scarce, Mrs. Freeman, Mr. Andrews and Ms. Moore

These approved minutes and tape recordings shall be filed in the Treasurer's office as a permanent record of official Board proceedings.

President declared the motion passed.

BOARD/LIAISON COMMITTEE REPORTS

Southwest Executive Committee
Miami Valley CTC
Trotwood Community Improvement Corporation
Policy Committee

DISCUSSION ITEMS/UPDATES

Marketing firm disposition
District Branding
District Staffing
RFP PR
City Parade
Infinite Scholars Event
Student African American Brotherhood (SAAB)
Building Calendar of Events
Student School Supplies
Board Docs
Strategic Planning Retreat

#18-219 RESOLUTION TO ENTER INTO EXECUTIVE SESSION AT 8:16 P.M. TO DISCUSS THE EMPLOYMENT OF A PUBLIC EMPLOYEE

Mr. Scarce moved, seconded by Mrs. Bozeman to enter into executive session at 8:16 p.m. to discuss employment of a public employee.

Yea: Mr. Scarce, Mrs. Bozeman, Mrs. Freeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

#18-220 RESOLUTION TO ADJOURN THE MEETING AT 9:01 P.M.

Mrs. Bozeman moved, seconded by Mr. Scarce to adjourn the meeting at 9:01 p.m.

Yea: Mrs. Bozeman, Mr. Scarce, Mrs. Freeman, Mr. Andrews and Ms. Moore

President declared the motion passed.

ATTEST:

Janice D. Allen, Treasurer/CFO

Denise E. Moore, President

**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION RETREAT
AUGUST 17, 2018; 9:00A.M.**

The Board of Education of the Trotwood-Madison City School District held a Special Meeting at Hueston Woods Lodge and Conference Center, College Corner, OH with the following members answering roll call at 9:01 a.m.: Mrs. Myra Bozeman, Mrs. Vanessa Jeter-Freeman, Mr. Norman Scarce, Mr. Michael Andrews and Ms. Denise Moore.

THE RETREAT

PRESENTERS

Dr. Ventura Rodriguez
Dr. Matthew Peterson

BOARD MEMBERS

Denise Moore, Vanessa Jeter-Freeman, Michael Andrews, Myra Bozeman,
Norman Scarce, III

CABINET MEMBERS

Tyrone Olverson, Janice Allen, Mary Martin, Marlon Howard, Lisa Minor, Tryvan Leech,
Aaron Gregory

GUESTS

Dr. John Richard, ODE Deputy Superintendent; Frank DePalma, Montgomery County ESC;
Betsy Apolito, SST; Mary Brooks, SST; Charlotte McGuire, State Board of Education

Introductions

- Why are you here?
- What would make you leave?
- What keeps you coming back?

Desire Outcomes

- To engage in rich, data-driven conversations about the state and new direction.
- To develop an outline of a turnaround plan for TMCS.
- To engage stakeholders as patrons in developing a turnaround plan of TMCS.
- Identify next steps to develop the plan.

Guiding Questions

- What qualities and outcomes do we want for our students, staff, and community.
- How are we doing on achieving our vision?
- What is our collective understanding of why there is a gap between our vision and current state.
- What goals, strategies, and metrics will we use to achieve our vision?
- How will we implement our plan, monitor its impact and make course corrections?
- Create the decision framework.
- Help the Board understand what the different steps are in improvement.

District standards and indicators

- Six standards: If these things happen and we do it well we will no doubt improve.
- How much of what has been presented by the SST has actually been implemented?

What are the perceived barriers?

- People
- Positions
- Processes

Identifying critical needs take data.

The State report card is an autopsy.

Change of culture.

Mission: Every Kid Succeeds!

Vision

What is a Trotwood-Madison Scholar?

TROTWOOD-MADISON CITY SCHOOLS

Our Students will be...

Scholars and academically focused,
Prepared for future success,
Proud of their schools and community,
Hard-working and
Leaders and agents of change.

Our Staff will be...

Highly effective,
Proud of their school and community,
Role model & mentor to their students,
Committed to turning around our schools,
Innovative,
Technically savvy.

Our School Environments will be...

Clean, safe and healthy,
Open and inviting to students and the community,
Productive places of learning and problem solving,
Proud, vibrant and diverse,
Interactive and state of the art,
Places of celebration.

Our Instruction will be...

Responsive to each and every student,
Grounded in research and evidence based (*internal research and internal evidence; just because it's evidence based doesn't mean it will work in our particular community*)

Adaptable if it's not working,
Fun, stimulating and energetic,
Inspiring and engaging for our students,
Innovative and challenging.

Our Finances and Operation will...

Support each and every student learning,
Put customer first,
Be proactive and transparent,
Be unified and aligned,
Promote equity, access and opportunity.

Your budget is your mission statement.

- Each child equals our future – Ohio Department of Education
- Each child equals your future – Trotwood-Madison City Schools

A report card doesn't define you, it's the impact that you make on the students. Needs and aspirations of children are met. Prepare every child for success.

What are the qualities and outcome for the Trotwood-Madison City Schools.

What are the qualities and outcomes for the Trotwood-Madison Board of Education.

What goals strategies and metrics do we need to achieve our vision.

Here's What? So What? Now What?

- Factual statements about the data.
- Interpretation of data.
- Plan of action questions.

"Don't tell me about college and career readiness. If the youth are only ready for remedial courses and dead end careers." Dr. Ingden

How do we know that every teacher in every classroom is implementing the vision?

We must have a common instructional language.

Setting the stage of instruction.

Instructional practice that runs throughout the District.

Exposure (*our kids need exposure*)

- K-3: Learning to read.
- Grade 3 & beyond: Reading to learn.

ISP – Individualized Success Plan

- What you look for in data is VARIATION.

APPENDIX A: DISTRICT STANDARDS AND INDICATORS

- I. Leadership, Governance, and Communication
 1. Focused Board of Education Governance
 2. Effective District and School Leadership
 3. District and School Improvement Planning
 4. Educationally Sound Budget
 5. Effective District Systems for School Support and Intervention
- II. Curriculum and Instruction
 1. Aligned, Consistently Delivered and Continuously Improving Curriculum
 2. Strong Instructional Leadership and Effective Instruction
 3. Tiered Systems of Support and Sufficient Instructional Time
 - a. Tier One Instruction: We have strong core instruction that is being delivered consistently on a daily basis.
 - b. Tier Two Instruction: Extra instructional block (focused researched based instruction; when kids are behind, give them more instruction)
 - c. Tier Three Instruction: Special supports for kids (special education, IEP)
- III. Assessment and Effective Use of Data
 1. Data Collection and Dissemination
 2. Data-Driven Decision Making
 3. Student Assessment
- IV. Human Resources and Professional Development
 1. Staff Recruitment, Selection, Assignment
 2. Educator Growth and Evaluation
 3. Professional Learning
- V. Student Supports
 1. Academic and Non-Academic Support
 2. Access and Equity
 3. Educational Continuity and Participation
 4. Family, Community and Partner Engagement.
 5. Safety
 - a. Comprehensive safety plan used to create safety plans.

VI. Fiscal Management

1. Comprehensive and Transparent Budget Process
2. Adequate Resources
3. Effective Resource Management and Allocation
4. Financial Tracking, Forecasting, Controls and Audits
5. Capital Planning and Facility Maintenance

#18-221 RESOLUTION TO ADJOURN THE MEETING AT 7:10 p.m.

Mr. Scarce moved, seconded by Mrs. Freeman to adjourn the meeting at 7:10 p.m.

Yea: Mr. Scarce, Mrs. Freeman, Mrs. Bozeman, Mr. Andrews and Ms. Moore.

President declared the motion passed.

**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION RETREAT
AUGUST 18, 2018; 8:30A.M.**

The Board of Education of the Trotwood-Madison City School District held a Special Meeting at Hueston Woods Lodge and Conference Center, College Corner, OH, with the following members answering roll call at 8:30 a.m.: Mrs. Myra Bozeman, Mrs. Vanessa Jeter-Freeman, Mr. Norman Scarce, Mr. Michael Andrews and Ms. Denise Moore.

PRESENTERS

Dr. Ventura Rodriguez
Dr. Matthew Peterson

BOARD MEMBERS

Denise Moore, Vanessa Jeter-Freeman, Michael Andrews, Myra Bozeman,
Norman Scarce, III

CABINET MEMBERS

Tyrone Olverson, Janice Allen, Mary Martin, Marlon Howard, Lisa Minor, Tryvan Leech, Aaron Gregory

GUESTS

Todd Smith, State Representative

ADMINISTRATIVE STAFF

Raymond Caruthers, Dawana Coleman, Semone Epps, Marni Faris, Daniel Gibson, Marietta Harris, Deborah Howard, Thad Jemison, Tyrone Nadir, Eddie Sample, Tamara Sterner, Nathan Warner, Beverly Williams, Kiara Williams

Turnaround Plan Outline

- Introductory Letters
- Acknowledgements
- Building the TM Plan
- Bright Spots
- Challenges
- Goals/Focus Areas
 - Objectives
 - Strategies
 - Metrics
- What comes next?
- Implementation & Monitoring Plan

TAP Timeline

Week of August 20th

- Draft of TAP Created
- Share with the Board
- Share Publicly

August 23rd

- Stakeholder Feedback Sessions
- Continue Together Feedback
- Meet with Board to Review Stakeholder Feedback
- Edits to the Plan

September 6th

- Present the Plan to the Board

COMMUNITY STAKEHOLDERS MEETINGS

August 28, 2018

10:00 – 11:00 a.m.	Chamber of Commerce, City/State/Local Officials (Central Office)
3:00 – 4:00 p.m.	Students and Staff (High School)
5:00 – 6:00 p.m.	Parents (Central Office)
5:00 – 6:00 p.m.	Business/Community Stakeholders

#18-222 RESOLUTION TO ADJOURN THE MEETING AT 4:35 p.m.

Mr. Scarce moved, seconded by Mrs. Freeman to adjourn the meeting at 4:35 p.m.

Yea: Mr. Scarce, Mrs. Freeman, Mrs. Bozeman, Mr. Andrews and Ms. Moore.

President declared the motion passed.

**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION SPECIAL MEETING
AUGUST 30, 2018; 4:30 P.M.**

The Board of Education of the Trotwood-Madison City School District held a Special Meeting at Trotwood-Madison Board of Education Offices, 3594 North Snyder Road, Trotwood, Ohio 45426 with the following members answering roll call at 4:30 p.m.: Mrs. Myra Bozeman, Mr. Norman Scarce, Mr. Michael Andrews, and Mrs. Vanessa Jeter-Freeman.

**#18-223 RESOLUTION TO ADOPT THE AGENDA WITH THE FOLLOWING CHANGES:
ADD EXECUTIVE SESSION TO DISCUSS THE EMPLOYMENT OF A PUBLIC EMPLOYEE**

Mr. Scarce moved, seconded by Mrs. Bozeman to adopt the amended agenda.

Yea: Mr. Scarce, Mrs. Bozeman, Mr. Andrews and Mrs. Freeman

The Vice President declared the motion passed.

PRESENTATION: DISTRICT TRANSFORMATION PLAN

Dr. Matthew Peterson presented feedback from the recent Stakeholder Meetings. Key feedback themes included:

1. Celebrate strengths in the District and build pride
2. Increase parent engagement and support
3. Student discipline and supports
4. Technology
5. Communication and collaboration
6. Innovation
7. Relationships are central

See attachment for detailed information.

**#18-224 RESOLUTION TO ENTER INTO EXECUTIVE SESSION AT 4:56 P.M. TO DISCUSS THE
EMPLOYMENT OF A PUBLIC EMPLOYEE**

Mrs. Bozeman moved, seconded by Mr. Scarce to enter into executive session at 4:56 p.m. to discuss the employment of a public employee.

Yea: Mrs. Bozeman, Mr. Scarce, Mr. Andrews and Mrs. Freeman

Vice President declared the motion passed.

#18-225 RESOLUTION ADJOURN THE MEETING AT 6:33 P.M.

Mr. Searce moved, seconded by Mrs. Bozeman to adjourn the meeting at 6:33 p.m.

Yea: Mr. Searce, Mrs. Bozeman, Mr. Andrews and Mrs. Freeman

The Vice President declared the motion passed.

ATTEST:

Janice D. Allen, Treasurer/CFO

Vanessa Jeter-Freeman, Vice President



Trotwood-Madison City Schools
Our Mission is 100% Student Success

Memo

To: Tyrone Olverson, Interim Superintendent
From: Tamara Rizzo-Sterner, Principal
Madison Park Elementary
Re: Donation Check
Date: August 28, 2018

Madison Park Elementary School has received a donation check in the amount of \$327.60.

The check reflects commission for school year 2017-2018 Lifetouch Spring Pictures.
The funds will be used for student/staff incentive items.

I am asking the Board's approval to deposit it in the Principal's Fund.

Tamara Rizzo Sterner

TRS/ryb

Detach at Perforation Before Depositing Check

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER. SEE BACK FOR ADDITIONAL SECURITY FEATURES.

Lifetouch.

Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891
56-362/412



Date
06/25/2018

Number
3260650

Amount
\$ *****327.60

PAY EXACTLY *Three Hundred Twenty Seven and 60/100 Dollars*

PAY TO THE ORDER OF
MADISON PARK ELEMENTARY SCHOOL
301 S BROADWAY
TROTWOOD OH 45426

[Signature]

⑆03260650⑆ ⑆041203824⑆ 9600017544⑆

MEMORANDUM

TO: Trotwood-Madison Board of Education/Tyrone Olverson

FROM: Nathan Warner, ELC Principal

DATE: August 22, 2018

RE: Approval to accept check for Deposit

Trotwood-Madison Early Learning Center received three checks from Lifetouch National School Studios in the amount of \$40.00, \$492.00, and \$ 418.00, for commission on school pictures.

I am asking the board's approval for deposit in the principal's fund.

Thank You,

A handwritten signature in black ink, appearing to read "Nathan Warner", written in a cursive style.

Nathan Warner

E

Lifetouch National School Studios

Vendor #: 808364284 Check Date: 06/21/18 Check #: 3260013

Invoice #	PO #	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
JC 198362 JC		06/20/18	\$40.00	\$0.00	\$40.00
<p>Thank you for allowing us to photograph your students. Enclosed is a commission check for the Classroom Groups 2017-2018 Program.</p> <p>If you have any questions, concerns or suggestions please contact us at 513-772-2110.</p>					
TOTALS:			\$40.00	\$0.00	\$40.00

57983

Detach at Perforation Before Depositing Check

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER. SEE BACK FOR ADDITIONAL SECURITY FEATURES.

Lifetouch
Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891
56-382/412

Date: 06/21/2018
Number: 3260013

Amount: \$ *****40.00

PAY EXACTLY *Forty and 00/100 Dollars*

PAY TO THE ORDER OF TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426

[Signature]

Patent Number US 7,975,994 B2

⑈03 2600 13⑈ ⑆04 1 2038 24⑆ 96000 1 7544⑈

▲ Detach at Perforation Before Depositing Check ▲

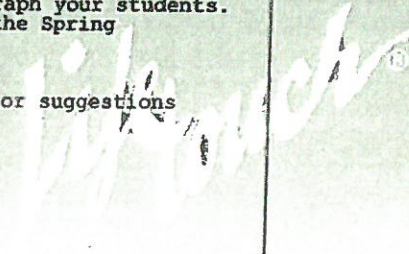
See Reverse Side For Easy Opening Instructions

Lifetouch
Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426

Lifetouch National School Studios

Vendor #: S00364264 Check Date: 06/21/18 Check #: 3260012

Invoice #	PO #	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
JC 198361 JC		06/20/18	\$492.00	\$0.00	\$492.00
<p>Thank you for allowing us to photograph your students. Enclosed is a commission check for the Spring Individuals 2017-2018 Program.</p> <p>If you have any questions, concerns or suggestions please contact us at 513-772-2110.</p>					
TOTALS:			\$492.00	\$0.00	\$492.00

Detach at Perforation Before Depositing Check

THE PAGE OF THIS CHECK HAS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER. SEE BACK FOR ADDITIONAL SECURITY FEATURES.

Lifetouch
Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891
56-382/412

Date: 06/21/2018
Number: 3260012
Amount: \$ *****492.00

\$492.00

PAY EXACTLY *Four Hundred Ninety Two and 00/100 Dollars*

PAY TO THE ORDER OF TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426

[Signature]

⑈03 2600 1 2⑈ ⑆04 1 2038 24⑆ 96000 1 7544⑈

▲ Detach at Perforation Before Depositing Check ▲

See Reverse Side For Easy Opening Instructions

Lifetouch

Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426

Lifetouch National School Studios

Vendor #: S00384284 Check Date: 04/16/18 Check #: 3228401

Invoice #	PO #	Invoice Date	Gross Amount	Discount Amount	Net Amount Paid
JC 172688 JC		04/15/18	\$418.00	\$0.00	\$418.00
<p>Thank you for allowing us to photograph your students. Enclosed is a commission check for the Fall Individuals 2017-2018 Program.</p> <p>If you have any questions, concerns or suggestions please contact us at 513-772-2110.</p>					
TOTALS:			\$418.00	\$0.00	\$418.00

57983

Detach at Perforation Before Depositing Check

THE FACE OF THIS CHECK HAS A BLUE BACKGROUND AND MICROPRINTING IN THE BORDER. SEE BACK FOR ADDITIONAL SECURITY FEATURES.

Lifetouch
Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

Wells Fargo Bank, N.A.
115 Hospital Drive
Van Wert, OH 45891
56-382/412

Date: 04/16/2018
Number: 3228491

\$418.00

Amount: \$ *****418.00

PAY EXACTLY *Four Hundred Eighteen and 00/100 Dollars*

PAY TO THE ORDER OF TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426

[Signature]

PERMIT NUMBER US / 21/0/0000 BX

⑈0322849⑈ ⑆041203824⑆ 9600017544⑈

▲ Detach at Perforation Before Depositing Check ▲

See Reverse Side For Easy Opening Instructions

Lifetouch

Lifetouch National School Studios
11000 Viking Drive
Eden Prairie, MN 55344

TROTWOOD EARLY LEARNING CENTER
4400 N UNION RD
TROTWOOD OH 45426



TROTWOOD-MADISON CITY SCHOOL DISTRICT

Our Mission Is 100% Student Success!

**Trotwood-Madison
Board of Education**

Denise Moore
President

Vanessa Jeter-Freeman
Vice-President

Michael Andrews

Myra Bozeman

Norman Scarce III

Tyrone Olverson
Interim Superintendent

Janice D. Allen
Treasurer/CFO

**Trotwood-Madison
Early Learning Center**
4400 North Union Road
Trotwood, Ohio 45426
(937) 854-4511

**Madison Park
Elementary**
301 South Broadway
Trotwood, Ohio 45426
(937) 854-4456

**Westbrooke Village
Elementary**
6500 Westford Road
Trotwood, Ohio 45426
(937) 854-3196

**Trotwood-Madison
Middle School**
4420 North Union Road
Trotwood, Ohio 45426
(937) 854-0017

**Trotwood-Madison
High School**
4440 North Union Road
Trotwood, Ohio 45426
(937) 854-0878

To: Superintendent Tyrone Olverson
From: Lisa G. Minor
cc: Trotwood-Madison City School Board of Education
Date: August 20, 2018
Re: Overnight Field trip request

Dear Superintendent Olverson,

I would like to request board approval for the fifth grade class of Westbrooke Village Elementary School to attend a three day outdoor educational experience at Camp Kern. Camp Kern is located on 485 beautiful acres in the Little Miami River Valley of Southwestern Ohio. Camp Kern is owned and operated by the YMCA of Greater Dayton.

Students will have the opportunity to hike along the trails of the Little Miami River, explore Geology, Fossil hunting, Archeology and Stream Water Quality Monitoring. These types of real life experiences will help the students to make lifelong connections to learning and to the Ohio Learning Standards for Science, Social Studies and English Language Arts, attached to this memo. The trip is scheduled for September 26th, 27th and 28th of 2018.

Thank you in advance for your time and consideration in this matter.

REQUEST FOR EDUCATIONAL FIELD TRIP

PROCEDURES:

1. The Request for Educational Field Trip form must be completed and sent, along with the School Bus Trip Request to the Director of Curriculum and Instruction for approval at least **thirty** (30) days prior to the scheduled field trip. Out-of-state and overnight field trips require approval from the Board of Education. The Request for Educational Field Trip form must be received by the Director of Curriculum and Instruction at least **sixty** (60) days in advance of the trip. This allows time for the Board of Education to receive information and take formal action on the request.
2. Once approved, Curriculum and Instruction will forward documents to the Director of Operations, who will forward a copy of the approved Educational Field Trip form to the building principal. The Director of Operations will process your transportation request.

BUILDING: Westbrooke Village

GRADE LEVELS: 5th DATE OF TRIP: Sept. 26-28

DESTINATION: Camp Kern 5291 OH-350 Oregonia, OH 45054

SUPERVISION: Teachers, Camp Counselors

TYPE OF TRANSPORTATION: school bus (attach appropriate request if school transportation is being used)

FUNDING: Student family

ACADEMIC CONTENT STANDARD/COURSE OF STUDY OBJECTIVE SUPPORTED: see attached

(Please cite content area and grade level indicator.)

FIELD TRIP ACTIVITIES: see attached

CLASSROOM PROJECT FOLLOWING FIELD TRIP: see attached

TEACHER SIGNATURE:	<u>Tonya Mikesell</u>	DATE:	<u>August 2, 2018</u>
PRINCIPAL SIGNATURE:	<u>Tracy Malloy</u>	DATE:	<u>8/13/18</u>
DIRECTOR SIGNATURE:	<u>[Signature]</u>	DATE:	<u>8/20/18</u>

**TROTWOOD-MADISON CITY SCHOOLS
STUDENT ACTIVITY PURPOSE STATEMENT AND BUDGET**

2018-2019 School Year

Fund # 018

Section I: School: Madison Park Elementary

Activity Name: Principal's General Activity Fund

Activity Goal: To finance the extra-curricular activities for students/staff in order to show appreciation for their efforts and accomplishments during the school year.

Objective: To provide activities/awards/incentives for students and staff during the school year. I will also provide dinner for staff on Parent-Teacher conferences evenings.

Section II:	Revenues	Code:	Fund <u>018</u>	Receipt <u>1690</u>	SPCC <u>9410</u>	OPU <u>041</u>	
	1. Carry Over Balance from 20 2016-2017						\$8,646.59
	Proposed Income - Be specific				Amount		
	2. Fund raising				\$1,500.00		
	3. Admission to Events				\$0.00		
	4. Membership Dues/Fees				\$0.00		
	5. Yearbook				\$1,000.00		
	6.						
	7.						
	8.						
	9. Total Proposed Income						\$2,500.00
	10. Total Estimated Revenue						\$11,146.59

Section III:	Expenditures	Code:	Fund <u>018</u>	Function <u>4600</u>	Object <u>890</u>	SPCC <u>9410</u>	OPU <u>041</u>	
	Type - Be specific							Amount
	1. Student Incentives/Snacks & Awards/PBIS							\$1,000.00
	2. Staff Incentives/Gifts & Meals							\$1,000.00
	3. Assemblies							\$500.00
	4. Fundraiser Expenses							\$200.00
	5. Yearbook Purchase & Delivery							\$1,000.00
	6. Refreshments For Parents							\$500.00
	7.							
	8.							
	Total (cannot exceed Section II, Line 11)							\$4,200.00

Section IV: Submitted by/date: Jamara Lynn Steiner
Signature Activity Treasurer/Sponsor

Approved by/date: Jamara Lynn Steiner [Signature]
Principal or Unit Principal 8/3/18

Any remaining funds in the activity account may be used at the discretion of the Principal.

**TROTWOOD-MADISON CITY SCHOOLS
STUDENT ACTIVITY PURPOSE STATEMENT AND BUDGET**

2018-19 School Year

Fu 018

Section I: School: Westbrooke Village Elementary School

Activity Name: Principal's Fund


Activity Goal: To finance the extra-curricular activities for the student body and to recognize staff for their work and dedication to the school.

Objective: In order to celebrate success, I will provide rewards and incentives for academic performance and behavior throughout the school year.

Section II:	Revenues	Code:	Fund	Receipt	SPCC	OPU
			<u>018</u>	_____	_____	_____
	1. Carry Over Balance from 2017-18					\$4,530.00
	Proposed Income - Be specific				Amount	
	2. Fundraising (2 per year)				\$4,000.00	
	3. Admission to Events				\$ -	
	4. Membership Dues/Fees				\$ -	
	5. Commission from Box Tops and Life Touch				\$ 600.00	
	6.					
	7.					
	8.					
	9. Total Proposed Income					\$4,600.00
	10. Total Estimated Revenue					\$9,130.00

Section III:	Expenditures	Code:	Fund	Function	Object	SPCC	OPU
			<u>018</u>	<u>4600</u>	_____	_____	
	Type - Be specific						Amount
	1. Field Trips (cover cost of bus and students)						\$1,000.00
	2. Incentives for students (PBIS) and attendance						\$3,000.00
	3. Incentives for staff (PBIS)						\$1,000.00
	4. Staff Recognition						\$1,000.00
	5. School-Wide Assemblies (Bullying)						\$1,000.00
	6. Staff Extra supplemental support materials						\$1,000.00
	7.						
	Total (cannot exceed Section II, Line 11)						\$8,000.00

Section IV: Submitted by/date: 
Signature Activity Treasurer/Sponsor

Approved by/date: 
Principal/Supervisor

Any remaining funds in the activity account may be used at the discretion of the Principal.
All Fundraisers must be pre-approved.

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **31st day of July 2018** and effective as of the **1st day of August 2018** (the “**Effective Date**”), by and between **TROTWOOD-MADISON CITY SCHOOLS** (hereinafter referred to as the “**District**”), with an address at 3594 North Snyder Road, Trotwood, OH 45426 and **CATAPULT LEARNING WEST, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2019 unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide gifted educational services utilizing Ohio Auxiliary funds (hereinafter referred to as the “**Program**”) at Mother Anna Maria Brunner School (the “**School**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Program staff who provide the Services in the Catapult Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult Learning employee, unless such solicitation is agreed upon in advance and in writing by Catapult Learning. In the event the District solicits a Catapult Learning employee for hire pursuant to written permission from Catapult Learning during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult Learning employee accepts a position with the District, the District agrees to pay Catapult Learning a commission of thirty percent (30%) of the employee’s base salary at the time the employee accepts employment (the “**Commission**”). The Commission is non-refundable even if the employee does not remain employed with the District for any length of time and no matter the reason why the employee separates from District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent

contractors for the benefit of a third party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

2. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seventy Seven and 00/100 (\$77.00) dollars per Program session in an aggregate Program amount not to exceed Sixteen Thousand Nine Hundred Sixty Five and 00/100 (**\$16,965.00**) dollars (the "Fee").
- 3.2 The Fee shall be paid by the District to Catapult in nine (9) equal installments of One Thousand Eight Hundred Eighty Five Dollars and 00/100 (\$1,885.00). The first monthly installment shall be due and payable by the District approximately thirty (30) days after the commencement of Services for the then current school year upon receipt of an invoice from Catapult. Each month thereafter, another monthly installment shall be due and payable by the District upon receipt of the invoice from Catapult. The final monthly installment shall be due and payable by the District no later than June 30, 2019.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, its employees, agents or assigns, the District/School agrees to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction.

5. STUDENT RECORDS AND PRIVACY

- 5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries.

Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with in all materials respects with such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult shall insure that to the extent that it comes into possession of PII, it will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least sixty (60) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

7. INDEMNIFICATION

7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, or punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, or punitive or indirect damages or lost profits of any kind) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable [and in any event within fifteen (15) days after the service of the citation or summons]. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.
- 9.2 In addition, the School District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or school administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or school administration, specifically a change in school principal, the District shall schedule a meeting with Catapult Management and the new Principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if

(i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Tryvan Leech
Trotwood-Madison City Schools
3594 North Snyder Road
Trotwood, OH 45426

FOR CATAPULT LEARNING:

Contracts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Applicable Law. In providing all services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult services.
- 11.4 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

**TROTWOOD-MADISON CITY
SCHOOLS**

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociocchi

Title: _____

Title: President, Education Solutions

Date: _____

Date: _____

By: _____

Title: Treasurer Designee

Date: _____

**ATTACHMENT A:
Service Allocation**

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Mother Anna Maria Brunner School	\$16,965.00	Gifted Education	Up to 45 minutes per session Up to 1 session per week Up to 220 sessions total	Up to 8 per group	Up to 6 groups Up to 48 students total	On or about August 20, 2018 to On or about June 7, 2019

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of **31st day of July 2018** and effective as of the **1st day of August 2018** (the “**Effective Date**”), by and between **TROTWOOD-MADISON CITY SCHOOLS** (hereinafter referred to as the “**District**”), with an address at 3594 North Snyder Road, Trotwood, OH 45426 and **CATAPULT LEARNING WEST, LLC**, (hereinafter referred to as “**Catapult**”), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2019 unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide Intervention Specialist services utilizing IDEA funds (hereinafter referred to as the “**Program**”) at Mother Anna Maria Brunner School (the “**School**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Program staff who provide services in the Catapult Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult Learning employee, unless such solicitation is agreed upon in advance and in writing by Catapult Learning. In the event the District solicits a Catapult Learning employee for hire pursuant to written permission from Catapult Learning during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult Learning employee accepts a position with the District, the District agrees to pay Catapult Learning a commission of thirty percent (30%) of the employee’s base salary at the time the employee accepts employment (the “**Commission**”). The Commission is non-refundable even if the employee does not remain employed with the District for any length of time and no matter the reason why the employee separates from District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent

contractors for the benefit of a third party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seventy Seven and 00/100 (**\$77.00**) dollars per Program session in an aggregate Program amount not to exceed Fifty Six Thousand Five Hundred Forty Nine and 00/100 (**\$56,549.00**) dollars (the "Fee").
- 3.2 The Fee shall be paid by the District to Catapult in nine (9) equal monthly installments of Six Thousand Two Hundred Eighty Three Dollars and 22/100 (\$6,283.22) each. The first installment shall be due and payable by the District approximately thirty (30) days after the commencement of Services for the then current school year, upon receipt of an invoice from Catapult. Each month thereafter, another monthly installment shall be due and payable by the District within 30 days of receipt of such invoice from Catapult.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, its employees, agents or assigns, the District/School agrees to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledges that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction.

5. STUDENT RECORDS AND PRIVACY

- 5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and

Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with in all materials respects with such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult shall insure that to the extent that it comes into possession of PII, it will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least sixty (60) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

7. INDEMNIFICATION

- 7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, or punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.

- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, or punitive or indirect damages or lost profits of any kind) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “Claim”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “Claim Notice”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable [and in any event within fifteen (15) days after the service of the citation or summons]. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement including, but not limited to, bankruptcy, dissolution or liquidation, merger, sale of business, assignment, etc.
- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or school administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or school administration, specifically a change in school principal, the District shall schedule a meeting with Catapult Management and the new Principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if

(i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.

- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:
Tryvan Leech
Trotwood-Madison City Schools
3594 North Snyder Road
Trotwood, OH 45426

FOR CATAPULT:
Contacts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Applicable Law. In providing all services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult services.
- 11.4 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

**TROTWOOD-MADISON CITY
SCHOOLS**

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociochi

Title: _____

Title: President, Education Solutions

Date: _____

Date: _____

By: _____

Title: Treasurer Designee

Date: _____

ATTACHMENT A

Service Allocation

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Mother Anna Maria Brunner School	\$56,549.00	Special Education Grades K through 8	Up to 45 minutes per session Up to 5 sessions per week Up to 734 sessions total	Up to 5 per group	Up to 4 groups Up to 20 students total	On or about August 20, 2018 to On or about June 7, 2019

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **31st day of July 2018** and effective as of the **1st day of August 2018** (the “**Effective Date**”), by and between **TROTWOOD-MADISON CITY SCHOOLS** (hereinafter referred to as the “**District**”), with an address at 3594 North Snyder Road, Trotwood, OH 45426 and **CATAPULT LEARNING WEST, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2019, unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide instructional services in reading and/or math utilizing Title I funds (hereinafter referred to as the “**Program**”) at Mother Anna Maria Brunner Catholic School (the “**School**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Staff who provide Services in the Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees or independent contractors, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee’s base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00)

dollars at the time the independent contractor accepts employment (the "Commission"). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seventy Seven and 00/100 (\$77.00) dollars per Program session in an aggregate Program amount not to exceed Twenty Thousand Twenty Two and 18/100 (\$20,022.18) dollars (the "Fee").
- 3.2 The Fee shall be paid by the District to Catapult on a monthly basis in nine (9) equal monthly installments of Two Thousand Two Hundred Twenty Four and 68/100 (\$2,224.68) dollars per month. The first monthly installment shall be due and payable by the District approximately thirty (30) days after the commencement of Services for the then current school year upon receipt of an invoice from Catapult. Each month thereafter, another monthly installment shall be due and payable by the District upon receipt of the invoice from Catapult. The final monthly installment shall be due and payable by the District no later than June 30, 2019.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, each of their employees, agents or assigns, the District/School agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledges that unauthorized disclosure of Catapult's proprietary and

confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

- 5.1 “Catapult Student Records” for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with in all materials respects with such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student’s personally identifiable information as defined by FERPA (“PII”). Catapult shall insure that to the extent that it comes into possession of PII, it will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District’s written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If

adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

- 6.3 Notwithstanding the foregoing, Sections 4, 5, and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party’s cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such

4

compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede

the progress of the work or inhibit the performance of this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.

- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or School administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Tryvan Leech
Trotwood-Madison City Schools
3594 North Snyder Road
Trotwood, OH 45426

FOR CATAPULT:

Contacts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Contractor or its successor or any entity acquiring all or substantially all of the assets of Catapult.

- 11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

TROTWOOD-MADISON CITY SCHOOLS

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociocchi

Title: _____

Title: President, Education Solutions

Date: _____

Date: _____

By: _____

Title: Treasurer Designee

Date: _____

**ATTACHMENT A
Service Allocation**

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Mother Anna Maria Brunner School	\$20,022.18	Reading and/or Math	Up to 45 minutes per session Up to 1 session per week Up to 260 sessions total	Up to 6 per group	Up to 2 groups Up to 12 students total	On or about August 20, 2018 to On or about June 7, 2019

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **31st day of July 2018** and **effective as of the 1st day of August 2018** (the “**Effective Date**”), by and between **TROTWOOD-MADISON CITY SCHOOLS** (hereinafter referred to as the “**District**”), with an address at 3594 North Snyder Road, Trotwood, OH 45426 and **CATAPULT LEARNING WEST, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2019, unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide instructional services in reading and/or writing and/or math utilizing Title I funds (hereinafter referred to as the “**Program**”) at Charminade-Julienne High School (the “**School**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Staff who provide Services in the Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees or independent contractors, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee’s base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00)

dollars at the time the independent contractor accepts employment (the "Commission"). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seventy Seven and 00/100 (**\$77.00**) dollars per Program session in an aggregate Program amount not to exceed Five Thousand Six Hundred Six and 21/100 (**\$5,606.21**) dollars (the "Fee").
- 3.2 The Fee shall be paid by the District to Catapult on in three (3) equal monthly installments of One Thousand Eight Hundred Sixty Eight and 74/100 (\$1,868.74) dollars per month. The first installment shall be due and payable by the District on November 30, 2018. The second installment shall be due and payable by the District on January 30, 2019. The third and final installment shall be due and payable by the District no later than June 30, 2019.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, each of their employees, agents or assigns, the District/School agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledges that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary

and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

- 5.1 “Catapult Student Records” for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with in all materials respects with such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student’s personally identifiable information as defined by FERPA (“PII”). Catapult shall insure that to the extent that it comes into possession of PII, it will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District’s written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

- 6.3 Notwithstanding the foregoing, Sections 4, 5, and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party’s cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty

(30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this

Agreement without penalty with thirty (30) days prior written notice to the District.

- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or School administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Tryvan Leech
Trotwood-Madison City Schools
3594 North Snyder Road
Trotwood, OH 45426

FOR CATAPULT:

Contracts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Contractor or its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules,

regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.

- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

TROTWOOD-MADISON CITY SCHOOLS

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociocchi

Title: _____

Title: President, Education Solutions

Date: _____

Date: _____

By: _____

Title: Treasurer Designee

Date: _____

**ATTACHMENT A
Service Allocation**

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Charminade-Julienne High School	\$5,606.21	Reading and/or Writing and/or Math	Up to 60 minutes per session Up to 1 session per week Up to 73 sessions total	Up to 6 per group	Up to 1 group Up to 6 students total	On or about August 20, 2018 to On or about June 7, 2019

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of the **31st day of July 2018 and effective as of the 1st day of August 2018** (the “**Effective Date**”), by and between **TROTWOOD-MADISON CITY SCHOOLS** (hereinafter referred to as the “**District**”), with an address at 3594 North Snyder Road, Trotwood, OH 45426 and **CATAPULT LEARNING WEST, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at 2 Aquarium Drive, Suite 100, Camden, NJ 08103.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30, 2019, unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide instructional services in reading and/or math utilizing Title I funds (hereinafter referred to as the “**Program**”) at St. Benedict on the Moor School (the “**School**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Staff who provide Services in the Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees or independent contractors, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 The District understands and agrees that Catapult has a substantial interest and role in overseeing and maintaining the quality of the Program. In that regard, the District will consult with Catapult and reasonably consider Catapult’s input and recommendations on the selection of students for participation in the Program. The District will adhere to all District responsibilities set forth herein in order to assist Catapult in ensuring the quality of Services delivered hereunder, which is material to the satisfactory performance of the Agreement.
- 2.4 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee’s base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00) dollars at the time the independent contractor accepts employment (the

“**Commission**”). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

- 3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of Seventy Seven and 00/100 (**\$77.00**) dollars per Program session in an aggregate Program amount not to exceed Four Thousand Eight Hundred Five and 32/100 (**\$4,805.32**) dollars (the “**Fee**”).
- 3.2 The Fee shall be paid by the District to Catapult in three (3) equal installments of One Thousand Six Hundred One and 77/100 (\$1,601.77) dollars. The first installment shall be due and payable by the District on November 30, 2018. The second installment shall be due and payable by the District on January 30, 2019. The third and final installment shall be due and payable by the District no later than June 30, 2019.
- 3.3 In the event that any amount due and payable under this Agreement is not paid to Catapult on or before the due date therefore, District shall pay to Catapult a late charge equal to the lesser of one percent (1%) per month or the maximum rate allowed by law, until all amounts due and payable to Catapult are paid.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

- 4.1 The District and School acknowledge that Catapult’s Program (which includes but is not limited to, Catapult’s proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) are proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from an officer of Catapult.
- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, each of their employees, agents or assigns, the District/School agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledges that unauthorized disclosure of Catapult’s proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult,

including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

- 5.1 “Catapult Student Records” for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with in all materials respects with such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student’s personally identifiable information as defined by FERPA (“PII”). Catapult shall insure that to the extent that it comes into possession of PII, it will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District’s written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.
- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.

- 6.3 Notwithstanding the foregoing, Sections 4, 5, and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall defend, indemnify and hold harmless Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall defend, indemnify and hold harmless the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subjected by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B) to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party’s cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty

(30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workman's Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the work or inhibit the performance of this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this

Agreement without penalty with thirty (30) days prior written notice to the District.

- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or School administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of his tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be:

FOR THE DISTRICT:

Tryvan Leech
Trotwood-Madison City Schools
3594 North Snyder Road
Trotwood, OH 45426

FOR CATAPULT:

Contacts Department
Catapult Learning West, LLC
Two Aquarium Drive, Suite 100
Camden, NJ 08103
Telephone: (856) 831-7909

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.
- 11.3 Assignment. No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Catapult may assign this Agreement or any duty or obligation or performance or payment hereunder to a subsidiary or affiliate of Contractor or its successor or any entity acquiring all or substantially all of the assets of Catapult.
- 11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules,

regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services.

- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category.
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

TROTWOOD-MADISON CITY SCHOOLS

CATAPULT LEARNING WEST, LLC

By: _____

By: _____
Steve Quattrociocchi

Title: _____

Title: President, Education Solutions

Date: _____

Date: _____

By: _____

Title: Treasurer Designee

Date: _____

**ATTACHMENT A
Service Allocation**

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
St. Benedict on the Moor School	\$4,805.32	Reading and/or Math	Up to 45 minutes per session Up to 1 session per week Up to 62 sessions total	Up to 6 per group	Up to 1 group Up to 6 students total	On or about August 20, 2018 to On or about June 7, 2019

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TROTWOOD-MADISON CITY SCHOOLS
Our Mission Is 100% Student Success!

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**BOARD OF EDUCATION
TROTWOOD-MADISON CITY SCHOOLS**

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REVISED POLICY – SPECIAL UPDATE APRIL–AUGUST 2018

GIFTED EDUCATION AND IDENTIFICATION

The Board of Education of Trotwood-Madison City School District believes that every student should be provided an equitable education that maximizes his/her potential to become a globally competitive graduate. The Board of Education is committed to the success of every child and shall ensure that procedures are established and carried out to appropriately screen, assess and identify all gifted students. The board shall also commit to gifted programming that is fully inclusive and that recognizes and develops the potential of every gifted identified student. The District follows the identification eligibility criteria as specified in Section 3324.03 of the Ohio Revised Code and the Operating Standards for Identifying and Serving Gifted Students as specified in the District Plan.

“Gifted” students perform or show potential for performing at remarkably high levels of accomplishment when compared to others of their age, experience, or environment. Annually, children who are gifted are identified by professionally qualified persons using a variety of assessment procedures that are appropriate for all students, including but not limited to traditionally underrepresented populations in gifted education. The Board encourages efforts to provide equitable services for the children who are gifted as an integral part of the total kindergarten through grade 12 program.

The Board of Education shall adopt and the Superintendent shall submit to the Ohio Department of Education a district gifted identification plan. ~~a plan for the screening, assessment, and identification of children who are gifted.~~ Any revisions to the District plan will be submitted to the Ohio Department of Education for approval. The identification plan shall include the following:

- A. Grade levels at which whole grade testing occurs
- B. A list of all tests from the Chart of Approved Assessments that the district owns and might administer:
 - i) Including two tests from the approved chart for identifying students as having superior cognitive ability
 - ii) Two tests for assessing each of the four academic areas (math, reading, science, and social studies)
 - iii) Two intelligence tests and one checklist scale for evaluating students for creative thinking
 - iv) One performance rating scale and one checklist scale for evaluating students for each area of visual and performing arts

The Superintendent shall identify children in grades kindergarten through twelve, who may be gifted in one or more of the following areas:

- A. Superior Cognitive Ability
- B. Specific Academic Ability in one or more of the following content areas:
 - 1. Mathematics
 - 2. Science
 - 3. Reading, writing, or a combination of these skills
 - 4. Social studies
- C. Creative Thinking Ability
- D. Visual or Performing Arts Ability such as drawing, painting, sculpting, music, dance, drama.

Only those instruments approved by the Ohio Department of Education shall be used for screening, assessment, and identification of children who are gifted as provided in the Chart of Approved Gifted Identification/Screening Instruments. The District shall select instruments from the approved list that will allow for appropriate screening and identification of minority and disadvantaged students, students with disabilities, and students for whom English is a second language; including instruments that allow for a students' required Individualized Education Plan (IEP) and 504 accommodations. Scores on Ohio Department of Education approved assessment instruments provided by other school districts and trained personnel outside the School District shall be accepted.

GIFTED EDUCATION SERVICES

Students who are gifted need differentiated curriculum, instruction and support services to fully develop their cognitive, academic, creative and artistic abilities or to excel in specific academic areas. This includes opportunities to exceed grade level academic indicators and benchmarks. The district will provide a continuum of services in order to best meet each students' educational and affective needs; affective meaning the child's social and emotional needs. Services provided shall reflect The District's gifted service plan ~~may~~ **and shall** ~~shall~~ provide the needed resources; including but ~~are~~ not limited to ~~which may~~ ~~which may~~ provide for contracting with any qualified public or private service providers for screening, ~~or~~ assessment ~~and~~ services under the district's plan as needed. District programming

shall uphold and reflect that of state and national expectations for the education of gifted children.

The Superintendent shall:

- A. ensure equal and equitable opportunity for all children identified as gifted to receive any or all services offered by the District;
- B. Ensure that representation of individuals that specialize in the area of gifted education be key stakeholders in the decision making around placement of gifted students as well as decisions around those persons providing the services
- C. Implement a process that allows for the district gifted specialists to act as an advocate for identified students and their families ~~in situations~~ **in situations** around placement and services and intervene as needed; which includes working with building level administration, counselors, and staff
- D. Ensure that programming and services for gifted students remains culturally responsive and fully inclusive to traditionally underrepresented populations in gifted education
- E. Ensure that programming is differentiated, in that varied levels of service delivery are provided to serve students based on their needs and areas of giftedness
- F. Ensure that programming is an integration of multiple special programs that work in collaboration to meet the student's educational and affective needs.
- G. Implement a procedure for students or parents to voluntarily withdraw from provided services and ~~implement a procedure for withdrawal of children from District services and~~ for reassessment of children;
- H. Implement a procedure for resolving disputes with regard to identification and placement decisions;
- I. Inform parents of the contents of this policy as required;
- J. Submit, as required, an annual report to the Ohio Department of Education.

Gifted Education Staff

The District shall ensure that **staff members who oversee gifted programming are highly qualified. The district shall also ensure that** services provided to identified gifted students are provided by qualified staff members who uphold and reflect district, state and national dispositions for effective **and culturally relevant** practices in gifted education. Educators designated to provide gifted services **shall be appropriately selected and required to complete** specialized training in gifted education ~~as well as in order to best ongoing support to~~ meet the academic and affective needs of those students. The District will follow all state requirements around the professional development for educators and coordinators of gifted education in accordance to the Ohio Administrative Code 3301-51-15(D)(8)(a)(ii);

including but not limited to their development of the eight competencies for gifted education professional development.

Placement procedures for District services shall be in conformance with the Ohio Administrative Code 3301.51.15 (D)(1&2) and the District's written criteria for determining eligibility for placement in those services.

- A. Written criteria for determining eligibility for placement in a gifted service shall be provided to any parent, District educator, or the Ohio Department of Education upon request.
- B. Written criteria provided by the District shall include an explanation of the methods used to ensure equal access to each gifted service for all eligible District students, including minority or disadvantaged students, students with disabilities, and students for whom English is a second language.
- C. Services which students receive shall be consistent with their area(s) of identification and shall be differentiated to meet their needs; including but not limited provision of opportunities for advance coursework relative to **interests, aspirations and** specific areas of identification: visual and performing arts, creative and critically thinking, mathematics, science, reading/writing, and social studies or any combination of these (STEAM/STEM).
- D. Subjective criteria such as teacher recommendations **or grades** shall not be used to exclude a student from service in the superior cognitive, creative thinking, and specific academic areas who would otherwise be eligible.
- E. All District students who meet the written criteria for a gifted service shall be provided an equal opportunity to receive that service.
- F. All service criteria should be re-evaluated and amended annually in order to be most responsive to the district's current student population. The district's gifted specialists will use research-based best practices when designing and implementing the use of such criteria.

Format

~~The Superintendent shall implement all policies and procedures in accordance with laws, rules and regulations, and follow the Operating Standards for Identifying and Serving Gifted Students.~~

~~The Superintendent shall develop a plan for the service of gifted students enrolled in the District identified under this policy.~~ Gifted services shall occur during the typical instructional day with flexibility allowed for the scheduling of District-approved internships or mentorships and higher education coursework, including credit flexibility. Services specified in the plan may include such options as the following:

- A. a differentiated curriculum
- B. differentiated instruction
- C. cluster groupings
- D. mentorships/internships
- E. whole grade acceleration (see Policy 5410)
- F. subject acceleration (see Policy 5410)
- G. early entrance (see Policy 5112)
- H. early high school graduation (see Policy 5464)
- I. dual enrollment opportunities including but not limited to college credit plus
- J. advanced placement/international baccalaureate courses
- K. honors classes
- L. self-contained classrooms
- M. resource rooms
- N. independent study/educational options
- O. advanced online courses and programs
- P. internships

- Q. services from a trained arts instructor
- R. other options identified in the rules of the Ohio Department of Education

A Written Education Plan (WEP) will guide the gifted services based on the student's area(s) of identification and individual needs. The Written Education Plan shall:

- A. provide a description of the services to be provided;
- B. identify staff members responsible for providing that specific services are delivered;
- C. ~~implement a procedure for resolving disputes with regard to identification and placement decisions;~~
- D. specify policies regarding the waiver of assignments and the scheduling of tests missed while participating in any gifted services provided outside the general classroom if different from the District policy detailed below;
- E. specify a date by which the WEP will be reviewed to monitor and communicate to parents the students' progress for possible revision.

The WEP shall be developed in collaboration with an educator who holds licensure or an endorsement in gifted education. The WEP shall include goals for the student, methods and performance measurements for evaluating progress on the goals, and a schedule for reporting progress to students and parents.

Parents and all educators responsible for providing gifted education services to the student, including teachers providing differentiated instruction in general education settings, shall be provided a copy of the WEP.

Students participating in gifted services provided outside the general education classroom will generally be exempted from routine class work (worksheets, homework, etc.) assigned during absences from the regular classroom due to participation in the gifted services. Students are to turn in work due the day of absence and make arrangements to make up missed tests. Special class work (projects, book reports, etc.) assigned during the student's absence are to be completed. Exceptions to this policy will be detailed in the student's Written Education Plan.

**BOARD OF EDUCATION
TROTWOOD-MADISON CITY SCHOOLS**

PROGRAM
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The District shall report to parents and the Ohio Department of Education that a student is receiving gifted education services only if the services are provided in conformance with the Operating Standards for Identifying and Serving Gifted Students. Parents will be notified annually in the event that services are not to be provided.

Each year the District shall submit data and participate in program audits as required by the Department.

R.C. 3301.07(K), 3324.01 - 3324.07, 3315.09, 3317.022, 3317.024 , 3317.051

R.C. 3317.40

A.C. 3301-35-01, 3301-35-06, 3301-51-15

| Revised 48/1829/18

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TROTWOOD-MADISON CITY SCHOOLS
Our Mission Is 100% Student Success!

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SCHOOL RESOURCE OFFICER AGREEMENT

Agreement is made by and between the City of Trotwood, hereinafter referred to as the "CITY", Trotwood Madison City School District, hereinafter referred to as "DISTRICT", and the Trotwood Police Department, hereinafter referred to as "POLICE" as follows:

WITNESSETH

Whereas the POLICE, DISTRICT, and CITY desire to provide under the management and supervision of POLICE a School Resource Officer (SRO) program COMMENCING August 13, 2018; and

Whereas POLICE, DISTRICT, and CITY desire to enter into an Agreement establishing the SRO program for a specified period of time as set forth in this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Goals and Objectives** - It is understood and agreed that the DISTRICT and the POLICE officials shall pursue by means of programs and activities the following goals and objectives with regard to the SRO program in the DISTRICT:
 - 1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 The SRO shall attend extra-curricular activities held by DISTRICT, when possible, such as PTA meetings, athletic events and concerts;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and student assaults;
 - 1.4 To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school; and
 - 1.6 To cooperate with law enforcement officials in their investigations of criminal offense which occur off campus.

2. **Employment, Training, Supervision and Assignment of the School Resource Officer**
 - 2.1 The CITY and POLICE agree to employ not less than one fully trained and equipped sworn Police Officer assigned as the SRO during the school year (9 months). The SRO shall be an employee of the CITY and POLICE and shall be subject to the administration, supervision and control of the CITY and POLICE, except as such administration, supervision and control is subject to the terms and conditions of this agreement.

 - 2.2 The SRO shall normally be assigned by the POLICE during the school year at Trotwood-Madison

High School. DISTRICT officials may schedule the SRO to attend and participate in special events, presentations or in response to accidents at any of the other Middle and Elementary schools within the district.

- 2.3 The CITY agrees to provide and pay the SRO's salary and employment benefits in accordance with the applicable labor agreements, salary schedules and employment practices of the CITY and POLICE. SROs shall be subject to all other personnel policies and practices of the POLICE except as such policies or practices may have to be modified to comply with terms and conditions of this Agreement.
- 2.4 The CITY and POLICE, in their sole discretion shall have the power and authority to hire, assign, and discharge and discipline the SRO.
- 2.5 The CITY agrees to maintain any records concerning the performance of services by the SRO.
- 2.6 The CITY and POLICE shall, to the extent allowed by law, assume responsibility for any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.
- 2.7 The CITY shall be responsible for providing Workers Compensation, Unemployment Compensation and Police Professional Liability insurance for the SRO.
- 2.8 In the event the SRO is absent from work, the SRO shall notify both his/her supervisor in the POLICE and the principal of the school to which the SRO is assigned. In the event the SRO is absent due to illness, injury or disability for a period in excess of ten (10) consecutive work days, the POLICE agrees to meet with the DISTRICT to discuss a change in the financial agreement and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work.

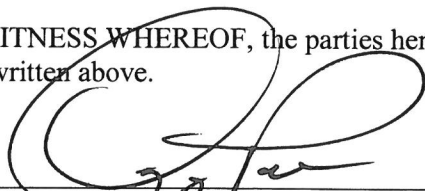
3. SRO Program Funding, Costs and Method of Reimbursement

- 3.1 CITY agrees to appropriate to the POLICE pending City Council approval sufficient funds to employ, train, evaluate and supervise the SRO during the term of this Agreement. CITY agrees to provide sufficient funds to include: the officer's salary, employment benefits, uniforms, equipment, vehicles and all other operating and administrative expenses.
- 3.2 The DISTRICT agrees to pay a sum representing the SRO salary assigned during the school year as their share of the program cost. Said salary payments shall be paid to the CITY as set forth on the schedule listed in EXHIBIT A attached.
- 3.3 All parties agree that the assignment of any POLICE vehicle will be at the sole discretion of the POLICE.
- 3.4 All parties agree that the cost of the training as well as administrative support and supervision of the SRO will be paid by the POLICE.

4. **Term of Agreement**


- 4.1 The term of this Agreement is 9 months, commencing August 13, 2018 and ending on May 24, 2019.
- 4.2 This Agreement may be cancelled with or without cause by the CITY or the DISTRICT at any time upon written notice by the Party intending to cancel to the other Party.
- 4.3 In the event that either the CITY or the DISTRICT do not intend to renew or extend an Agreement for an SRO program beyond the term of this Agreement, that Party shall so notify the other Party in writing by March 1, 2019.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.



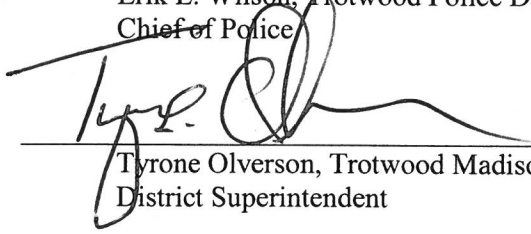
Quincy Pope, City of Trotwood
City Manager

8/29/18
Date



Erik L. Wilson, Trotwood Police Department
Chief of Police

8/29/18
Date



Tyrone Olverson, Trotwood Madison City Schools
District Superintendent

8/29/18
Date

Janice Allen, Trotwood Madison City Schools
District Treasurer

Date

EXHIBIT A

**SCHOOL RESOURCE OFFICER
SCHEDULE OF BENEFITS**

The payments are made on a reimbursable basis calculated at the yearly salary of an officer including benefits of \$66,750.00 (Monthly rate of \$7,416.67 x 9 months = \$66,750.00)

Payment 1	Due: December 15, 2018	\$16,687.50
Payment 2	Due: January 15, 2019	\$16,687.50
Payment 3	Due: February 15, 2019	\$16,687.50
Payment 4	Due: March 15, 2019	\$16,687.50

TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION MEETING
CERTIFIED PERSONNEL AGENDA (A)
September 6, 2018

A1. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING CERTIFIED ONE YEAR
LIMITED CONTRACTS FOR THE 2018-2019 SCHOOL YEAR:

<u>NAME</u>	<u>POSITION</u>	<u>SALARY</u>	<u>EFFECTIVE DATE</u>
Byrd, Brooke	Teacher	MA/Step 10 \$58,959	8/24/2018
Miller, Josiah	Teacher	BA/Step 0 \$37,968	8/8/2018

A2. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING CERTIFIED SUPPLEMENTAL
CONTRACTS FOR THE 2018-2019 SCHOOL YEAR:

<u>NAME</u>	<u>POSITION</u>	<u>STEP</u>	<u>STIPEND</u>
Allen, Patricia	Building Leadership Team High School		\$1,800
Bruno, Angela	Resident Educator Mentor		\$500
Clark, Matthew	Resident Educator Mentor		\$500
Hague, Mya	Resident Educator Mentor		\$500
Johnson, Cathy	Resident Educator Mentor		\$500
Love-Allen, Jennille	Resident Educator Mentor		\$500
Mosby, Jennifer	Resident Educator Mentor		\$1,000
McDaniel, Sarah	Resident Educator Mentor		\$500
Nusum, Dorinda	Resident Educator Mentor		\$1,000
O'Malley, Ann	Resident Educator Mentor		\$500
Opperman, Matthew	Building Leadership Team High School		\$1,800

Robinson, Stacey	Building Leadership Team High School	\$1,800
Sandy, Zena	Resident Educator Mentor	\$500
Scott, Kimberlee	Building Leadership Team High School	\$1,800
Simpkins, Brandon	Resident Educator Mentor	\$1,000
Stringer, Julie	Resident Educator Mentor	\$500
Thompson-Mathews, Keyea	Building Leadership Team Middle School	\$1,800
Thompson-Mathews, Keyea	Resident Educator Mentor	\$500
Traylor, Rhonda	Building Leadership Team High School	\$1,800
VanHorn, Shannon	Resident Educator Mentor	\$1,000
Welton, Lisa	Resident Educator Mentor	\$500
Wood, Chevonne	Resident Educator Mentor	\$500

A3. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING CERTIFIED EMPLOYMENT TO BE USED ON AN "AS NEEDED" BASIS:

<u>NAME</u>	<u>POSITION</u>	<u>PAY RATE</u>	<u>EFFECTIVE DATE</u>
Grant-Holmes, Mona	Substitute Teacher	\$100/day	8/22/2018
Farmer, Kiersten	Substitute Teacher	\$100/day	
Frazier, Annette	Substitute Teacher	\$100/day	
Martin, Dawn	Substitute Teacher	\$100/day	
Norton, Annie	Substitute Teacher	\$100/day	

**TROTWOOD-MADISON CITY SCHOOLS
BOARD OF EDUCATION MEETING
CLASSIFIED PERSONNEL AGENDA (B)
September 6, 2018**

B1. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING TERMINATION:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
Valentine, Asina	Bus Paraprofessional	9/6/2018

B2. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING CLASSIFIED RESIGNATIONS:

<u>NAME</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
Resor, Christopher	Custodian	8/17/2018
Wojick, Luke	Help Desk Technician	8/31/2018

**B3. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING CLASSIFIED EMPLOYMENT
FOR THE 2018-2019 SCHOOL YEAR:**

<u>NAME</u>	<u>POSITION</u>	<u>PAY RATE</u>	<u>EFFECTIVE</u>
Chenault, Jean	Bus Paraprofessional	Col. II/Step 0 \$15.11/hour	
Crofford, Briona	Driver	Col. IV/Step 0 \$17.09/hour	
Duncan, Deanna	Bus Paraprofessional	Col. II/Step 0 \$15.11/hour	
Jackson, Rodney	Driver	Col. IV/Step 0 \$17.09/hour	
Nobles, Katherine	Driver	Col. IV/Step 0 \$17.09/hour	
Walker, Anthony	Driver	Col. IV/Step 0 \$17.09/hour	

B4. RECOMMENDATION FOR APPROVAL OF THE FOLLOWING EXTRA SERVICE CONTRACTS
FOR THE 2018-2019 SCHOOL YEAR:

<u>NAME</u>	<u>POSITION</u>	<u>STEP</u>	<u>STIPEND</u>
Gaston-Amey, Corey	Middle School Football Coach	Col. G/Step 0	\$2,355

B5. RECOMMENDATION FOR THE FOLLOWING CLASSIFIED EMPLOYMENT TO BE USED ON
AN "AS NEEDED" BASIS FOR THE 2018-2019 SCHOOL YEAR:

<u>NAME</u>	<u>POSITION</u>	<u>PAY RATE</u>	EFFECTIVE DATE
Allen, Rhyan	Student Worker	\$8.30/hour	
Ahner, David	Event Staff	\$12.00/hour	
Baldwin, Beverly	Substitute Food Service	\$10.00/hour	
Battle, Kaleena	Substitute Clerical	\$11.00/hour	8/14/2018
Bennett, Chaunta	Event Staff	\$12.00/hour	
Brewer, Monay	Substitute Food Service	\$10.00/hour	
Brooks, Brenda	Substitute Food Service	\$10.00/hour	9/5/2018
Brown, Jacqueline	Event Staff	\$12.00/hour	
Class, Winston	Event Staff	\$12.00/hour	
Clay, Linda	Event Staff	\$12.00/hour	
Cooper, Danaja	Substitute Paraprofessional	\$11.00/hour	
Cubbie, Charles	Substitute Custodian	\$11.00/hour	
Curry, Alyssa	Student Worker	\$8.30/hour	
Daughtery, Patricia	Substitute Custodial	\$11.00/hour	
Davis, Ciera	Event Staff	\$12.00/hour	
Davis, Precious	Substitute Paraprofessional	\$11.00/hour	

Davis, Quentin	Student Worker	\$8.30/hour	
Dennis, Nicholas	Student Worker	\$8.30/hour	
D'Orazio, Michael	Event Staff	\$12.00/hour	
Freman, Jerel	Event Staff	\$12.00/hour	
Grigsby, Ernestine	Event Staff	\$12.00/hour	
Guy, Da'Mickel	Substitute Custodian	\$11.00/hour	
Hill, Jayden	Student Worker	\$8.30/hour	
Hobbs, Gregory	Event Staff	\$12.00/hour	
Howard, Ma'Calia	Student Worker	\$8.30/hour	
Huguely, Brandi	Event Staff	\$12.00/hour	
Hubbard, Landon	Event Staff	\$12.00/hour	
Johnson, Michael	Substitute Custodial	\$11.00/hour	9/4/2018
Johnson, Tosha	Event Staff	\$12.00/hour	
Grigsby, Ernestine	Event Staff	\$12.00/hour	
Keith, Victoria	Student Worker	\$8.30/hour	
Kindred, Kyra	Student Worker	\$8.30/hour	
Klaher-Williams, Keshia	Substitute Paraprofessional	\$11.00/hour	
Lawson, Alexandra	Student Worker	\$8.30/hour	
Lawson, Lanona	Event Staff	\$12.00/hour	
Leak, Jerrald	Event Staff	\$12.00/hour	
Mikels, Taylor	Substitute Paraprofessional	\$11.00/hour	
Milner, Eric	Event Staff	\$12.00/hour	

Motter, Richard	Substitute Paraprofessional	\$11.00/hour	
McIntosh, Shaimar	Student Worker	\$8.30/hour	
Norton, Annie	Substitute Paraprofessional	\$11.00/hour	
Orr, Annie	Event Staff	\$12.00/hour	
Paschal, Jordan	Event Staff	\$12.00/hour	
Pearson, Milton	Event Staff	\$12.00/hour	
Ridley, Laurie	Event Staff	\$12.00/hour	
Rucker, Lisa	Event Staff	\$12.00/hour	
Russell, Janae	Student Worker	\$8.30/hour	
Stephens, Christine	Substitute Custodial	\$11.00/hour	
Smith, Henry	Event Staff	\$12.00/hour	
Smith, Jill	Event Staff	\$12.00/hour	
Smith, Natali	Student Worker	\$8.30/hour	
Smith, Quinton	Event Staff	\$12.00/hour	
Starks, Damari	Student Worker	\$8.30/hour	
Thomas, Daila	Student Worker	\$8.30/hour	
Thomas, Tonia	Student Worker	\$8.30/hour	8/14/2018
Townsend, Brian	Event Staff	\$12.00/hour	
Townsend, Christian	Event Staff	\$12.00/hour	
Tyus, Lanetta	Event Staff	\$12.00/hour	
Williams, Nikki	Substitute Clerical	\$11.00/hour	
Winchester, James	Event Staff	\$12.00/hour	