

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
July 13, 2020
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

E. Beeghly _____ D. Durham _____ B. Myers _____ L. Noble _____ T. Parks _____

C. Pledge of Allegiance

D. Recognition of Students

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

Whereas the Board of Education and Administration wishes to recognize the following individuals for their athletic accomplishments during the 2019-2020 Wrestling Season:

KeAnthony Bales – SWBL League Runner Up, OHSAA Sectional Champion, OHSAA District Qualifier, OHSAA State Qualifier

Zachary Schmidt – SWBL Champion, OHSAA Sectional Champion, OHSAA District Qualifier, OHSAA State Qualifier

Congratulations!

E. Recognition of Visitors

There have been no requests for visitors.

F. Executive Session

To consider the employment of a public employee or official.

The following individuals are invited to attend: _____

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

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the June 13, 2020 Regular Board Meeting.
2. Approve minutes of the June 29, 2020 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment Report.
6. Approve the agreement with Donald J. Schonhardt & Associates, Inc. for OCBOA financial statement preparation (Attachment A).

Motion by _____, second by _____

Discussion

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

III. Reports

A. Miami Valley Career Technology Center Report – Terry Parks

B. Parks and Recreation Board Report – Ben Myers

C. Superintendent Report – Jeff Parker

D. Other Reports

IV. Old Business

V. New Business

ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL

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

A. Employment – Certificated Staff

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2020-2021 school year (July 1, 2020 – June 30, 2021.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including but not limited to background checks and appropriate licensure.

1. Haley Blevins, Teacher

B. Employment – Certificated Staff Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2020-2021 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Haley Blevins, Assistant Band Director
2. Haley Blevins, Vocal Music Director – High School
3. Haley Blevins, Vocal Music Director – Middle School
4. Emily Pioske, Elementary Musical Performance Director

C. Certified Staff Training Stipend

The Administration recommends approval to pay participating staff a stipend of \$350.00 once they have completed the components, as determined by the district, of the Modern Teacher Micro Certifications for the 2020-2021 school year.

D. Employment of Non-certificated Extracurricular Position

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board’s qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board’s qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2020-2021 school year, or as noted, contingent

upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Ann Hall, 7th Grade Volleyball
2. Amanda Meckstroth, 8th Grade Volleyball
3. Lisa White, Flag Corps Advisor, retroactive to July 1, 2020.

E. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2020-2021 school year, pending completion of all state and local requirements.

1. Tim Appledorn
2. Jennifer Cross
3. John Hitchcock
4. Derek Lucas
5. Leslie Roberts

Motion by _____, second by _____

Discussion

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE

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

F. Student Assessment and Academic Intervention Services Resolution

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved the Student Assessment and Academic Intervention Services.

Whereas, the Eaton Community School Board of Education reviewed Student Assessment and Academic Intervention Services Policy 2623;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement the Student Assessment and Academic Intervention Services for the 2020-2021 school year.

G. Inter-District Open Enrollment Resolution

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved Inter-District Open Enrollment.

Whereas, the Eaton Community School Board of Education reviewed Inter-District Open Enrollment Policy 5113;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement Inter-District Open Enrollment for the 2020-2021 school year.

H. Career Advising Resolution

The Administration recommends approval of the following resolution.

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

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

Be It Resolved That, the Eaton Community School Board of Education affirms and authorizes the Eaton Community Schools to continue the implementation of Policy 2413, Career Advising, for the 2020-2021 school year.

I. Parent and Family Engagement Resolution

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved the policy for Parent and Family Engagement.

Whereas, the Eaton Community School Board of Education reviewed Policy 2111, Parent and Family Engagement.

Be it Resolved That, the Eaton Community School Board of Education affirms and authorizes the Eaton Community Schools to continue the implementation of Policy 2111, Parent and Family Engagement, for the 2020-2021 school year.

J. Resolution Adopting a Calamity Day Alternative Make-up Plan

The Administration recommends approval of the resolution adopting a calamity day alternative make-up plan.

WHEREAS, the Eaton Community Schools board of education desires that students have learning opportunities even when schools are closed for any of the reasons specified in section 3313.482 of the Ohio Revised Code; and

WHEREAS, section 3313.482 authorizes a board of education to adopt a plan by August 1 of each year to provide online learning opportunities for students in lieu of attendance on such days of closure;

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the Eaton Community Schools board of education hereby approves the following plan.

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

Pursuant to Ohio Revised Code section 3313.482, the board of education of Eaton Community Schools hereby authorizes the following plan to allow students of the district to access and complete classroom lessons in order to fulfill up to a maximum of the number of hours that are the equivalent of three school days because of the closing of schools for any of the reasons specified in section 3313.482.

- 1) This plan is adopted, pursuant to approval of the board of education, prior to August 1.
- 2) This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.
- 3) Not later than November 1 of the 2020-2021 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the number of hours that are the equivalent of the three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the district's web portal or web site.
- 5) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 6) As soon as practicable after an announced school authorized under section 3313.482, the appropriate administrator may direct staff to make the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
- 7) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
- 8) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The district will provide access to district computers

before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.

K. Resolution to Approve Out-of-State Student Travel to Wayne County and Union County

The Administration recommends approval to allow the Superintendent to approve all out-of-state trips to Wayne County and Union County in Indiana for the 2020-2021 school year.

L. Resolution Regarding Eligibility for Interscholastic Athletics for Fall 2020 Sports

The Administration recommends approval of a resolution to declare an emergency and temporarily suspend board policy regarding eligibility for interscholastic athletics for fall 2020 sports (Attachment B).

M. Approval for Interscholastic Participation

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2020-2021 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAA sponsored tournaments listed in attachment B. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date (Attachment C).

N. Agreement with Interpreters of the Deaf

The Administration recommends approval to the updated agreement and associated fees with Interpreters for the Deaf, LLC for substitute interpreter services (Attachment D).

O. Agreement with Institute for Multi-Sensory Education

The Administration recommends approval of the agreement with the Institute for Multi-Sensory Education to provide materials and training in the Orton-Gillingham method (Attachment E).

P. Agreement with Butler Behavior Health Services, Inc.

The Administration recommends approval of the agreement with Butler Behavioral Health Services, Inc. to provide behavioral coaching to teachers, administrators and other school personnel, effective August 1, 2020 through June 30, 2021 (Attachment F).

Q. Agreement with Waibel Energy Systems

The Administration recommends approval of the agreement with Waibel Energy Systems for Heating and Air Conditioning Mechanical and Controls Services for the 2020-2021 school year (Attachment G).

Motion by _____, seconded by _____

Discussion

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____.

R. Executive Session

To discuss details relative to the security arrangements and emergency response protocols for the board of education.

To prepare for negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

The following individuals are invited to attend: _____

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

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President convenes executive session at _____ p.m.

President resumes open session at _____ p.m.

VI. Adjournment

Motion by _____, seconded by _____
_____, to adjourn the meeting.

Discussion

Beeghly _____ Durham _____ Myers _____ Noble _____ Parks _____

President declares motion _____

President adjourns meeting at _____ p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: August 10, 2020 – 6:00 p.m.
Location: East Elementary School

CONTRACT
for
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this 13th day of July, 2020, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the Board of Education, Eaton Community Schools, 304 Eaton Lewisburg Rd., Eaton, Ohio 45320 acting through the Treasurer, hereinafter referred to as the "Board".

Whereas, the Consultant provides assistance to public entities in the development of improved accounting and financial management information systems; and

Whereas, the Board desires to retain the Consultant to provide assistance in the preparation of the 2020 Fiscal Year annual financial report prepared on a cash basis – Other Comprehensive Basis of Accounting (OCBOA); and

Whereas, the Board has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the Board, dated July 1, 2020, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

Scope of Services (Section I)

The Consultant shall provide accounting and financial management consulting services to the Board in accordance with the Proposal to the Board developed by the Consultant and dated July 1, 2020, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The Board acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each OCBOA report prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

<u>3</u>		
# of years	Signature	Title

Term of Agreement (Section II)

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is cancelled by either party according to the terms of Section IV of this Contract titled "Termination".

Compensation (Section III)

Fee: Board agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

Termination (Section IV)

The Client shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have thirty (30) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this Agreement shall not terminate but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve the Client any payment obligations under this Agreement. Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc., shall be made on or prior to the termination date.

Limitation of Liability - Breach of Contract (Section V)

The Board agrees that regardless of the form of action, Donald J. Schonhardt & Associates, Inc. liability for damages shall not exceed the total amounts paid to Donald J. Schonhardt & Associates, Inc. under the terms of this Contract. This shall be the Board's exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

General Provisions (Section VI)

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

General Provisions (Section VI) (Continued)

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

Board of Education
Eaton Community Schools
304 Eaton Lewisburg Rd.
Eaton, Ohio 45320

By: _____
Title: _____
Date: _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

P.O. # _____

By: Roy O. Porter
Roy O. Porter, CPA
Executive Vice President
Date: 7/1/20

Appendix I

*PROPOSAL TO THE
EATON COMMUNITY SCHOOL DISTRICT, OHIO*

for

*CONSULTING SERVICES
for
ASSISTANCE IN THE PREPARATION
of
OCBOA FINANCIAL STATEMENTS*

Prepared by
Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409
(614) 876-2020

July 1, 2020

EXECUTIVE SUMMARY

Overview

Ms. Rachel Tait, Treasurer of the Eaton Community School District, is currently in the process of planning for the preparation of the District's 2020 annual financial report presented on the cash basis (Other Comprehensive Basis of Accounting – OCBOA) of accounting. She has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2020 annual financial report.

Since our primary service to the public sector is the preparation of annual financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to insure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. Because we work with over eighty (80) different public sector entities to prepare financial reports, our staff is exposed to a variety of methods which may be used by District staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A) is in a unique position to meet the District's request for assistance because of our hands-on experience in public sector finance and our continuing assistance to other School Districts throughout Ohio. The individuals who will assist the District have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare cash basis and GAAP basis (GASB 34 compliant) annual financial reports.

We recognize the significance of our continued association with the Eaton Community School District and are prepared to commit the necessary resources to assure the highest level of service.

Timing

The District will be required to submit their 2020 financial statements to the Auditor of State by August 30, 2020 to meet statutory requirements. We are prepared to begin work in July and anticipate completion of the financial statements by the filing deadline.

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with District staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.

The additional work required for development of GAAP Basis financial statements is **NOT** included as part of this proposal.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2021 and 2022 OCBOA report at the same annual fee quoted for the 2020 OCBOA preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the District's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the District.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed (**excluding an allowance for mileage reimbursement**) will be:

<u>Report Year</u>	<u>Report Fee</u>
2020	\$6,000
2021	6,000
2022	6,000

The maximum amount that will be billed to the Eaton Community School District for hours worked on the project is as noted in the table above (**excluding an allowance for mileage reimbursement**). The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the District will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the Eaton Community School District in the preparation of their 2020 annual financial report. It is anticipated that the engagement will be completed by August 30, 2020. The engagement consists of the following:

Management overview, technical assistance, documentation and preparation of one copy of the original financial statements which are suitable for preparing additional copies as required by the District.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

- Obtain prior year cash basis financial statements in order to determine the correct classification of revenues and expenditures.
- Obtain year end cash basis fund reports (year to date revenues, expenditures and fund balances).
- Obtain original and final budget amounts for major funds.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net position.
- Prepare reconciliation between government-wide financial statements and fund based financial statements (if necessary).
- Prepare statement formats for all required financial information including all financial statements, including notes thereto, and required supplementary information.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Provide draft copy of financial statements along with supporting workpapers to the District's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Provide the OCBOA report to the District as a PDF file for submission to the Auditor of State to meet electronic filing report requirements.

**A RESOLUTION TO DECLARE AN EMERGENCY AND TEMPORARILY
SUSPEND BOARD POLICY REGARDING ELIGIBILITY FOR
INTERSCHOLASTIC ATHLETICS FOR FALL 2020 SPORTS**

WHEREAS, in May the Ohio High School Athletic Association (OHSAA) suspended the academic eligibility requirements for fall 2020 sports as a direct result of the COVID-19 pandemic; and

WHEREAS, the Board desires to align the District's fall 2020 interscholastic athletic eligibility requirements with OHSAA's eligibility standards.

BE IT THEREFORE RESOLVED that the Eaton Community Schools Board of Education declares an emergency; and

BE IT FURTHER RESOLVED that the following language from Board Policy 2431 be temporarily suspended for purposes of 2020 fall sports:

In addition to the eligibility requirements established by the Ohio High School Athletic Association, to be eligible for any interscholastic extra-curricular activity, a student must have maintained at least a 2.0 grade-point average for the grading period prior to the grading period in which s/he wishes to participate.

BE IT FURTHER RESOLVED that the Superintendent, and his designee, is directed to suspend the application of the District's Athletic Eligibility Policy provisions related to academic eligibility requirements for fall 2020 sports, in accordance with Appendix A, and to take any additional actions necessary consistent with this Resolution.

APPENDIX A

ELIGIBILITY REQUIREMENTS

Each athlete will meet the requirements as specified by the OHSAA. Some of the requirements are:

Criteria for Eligibility Grades 9-12:

1. Students must meet all current Ohio High School Athletic Association (OHSAA) and Eaton Community Schools eligibility requirements.
2. If a student enrolled in high school attains the age of 19 before August 1, the student shall be ineligible to participate in high school interscholastic athletics for the school year commencing in that calendar year.
3. In order to be eligible in grades 9-12, a student must be currently enrolled in Eaton High School and must have been enrolled in school the immediately-preceding grading period. During the preceding grading period, the student must have received passing grades in a minimum of FIVE (5) one-credit courses or the equivalent, which counts towards graduation.

Note: Summer school grades earned may not be used to substitute for failing grades from the last period of the regular school year.

4. ~~In addition to passing the minimum of five (5) units of credit, the student must have a minimum Grade Point Average (GPA) of a 2.0 derived from the previous quarter grades.~~
5. Students who have a failing grade in a core class from the previous grading period may participate in Co-Curricular and Extra-Curricular activities on probationary status provided they attend a twice (2) weekly study table. (All classes at Eaton High School are considered core classes EXCEPT Physical Education).
6. Students with a GPA between ~~1.50 and below~~ 1.99 from the previous grading period may participate in Co-Curricular and Extra-Curricular activities on probationary status provided they attend a twice (2) weekly study table. ~~Student athletes with a GPA below a 1.49 are ineligible and must attend the twice (2) per week study table.~~
7. The duration of attendance at the study table will be for the entire quarter of participation.
 - a. Students who receive TWO (2) unexcused absences from the study table will be ineligible to participate in the next contest.
 - b. Students who receive THREE (3) or more unexcused absences from the study table will be ineligible to participate for the remainder of the grading period.
 - c. In the event of scheduled breaks and holidays or school cancellation due to inclement weather, the study table will also be cancelled.
 - d. In the event of school delays, the study table will also be delayed the same amount of time as school. Students who miss a study table as a result of a delay will receive an "UNEXCUSED ABSENCE."
8. At the conclusion of the probationary period, students shall return to full eligibility status by achieving a 2.0 or above GPA. However, students who do not achieve the necessary 2.0 GPA at the conclusion of the probationary period, shall remain on probation through the next grading period.

9. The athletic director shall verify the eligibility status of all student-athletes at the end of each nine-week grading period and provide written documentation to the administration, faculty, coaches, student-athletes and parents/guardians of all probationary and ineligible circumstances.
10. The athletic director shall review mid-term grades and provide written documentation to the administration, faculty, coaches, student-athletes and parents/guardians of failing grades.
11. Any student with a failing grade at Mid-Term will be required to attend twice (2) weekly study tables. Once the student's grade returns to a passing level, the student may apply for removal from the study table to the athletic Director. The decision for removal from the study table is at the sole discretion of the athletic Director and Principal. Students will only be considered for removal from the study table when the student initiates the application process for removal. Students who received a failing grade(s) or a GPA below 2.0 at the end of a nine-week grading period are not eligible to apply for removal from the study table.

2020-2021 OHSAA Tournament Dates**Baseball**

Sectional	5/15-5/22
District	5/24-5/29
Regional	6/3-6/4
State	6/10-6/12

Girls Basketball

Sectional	2/8-2/20*
District	2/22-2/27
Regional	3/1-3/6
State	3/11-3/13

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Boys Basketball

Sectional	2/15-2/27*
District	3/1-3/6
Regional	3/8-3/13
State	3/18-3/20

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Cross Country

District	10/24
Regional	10/31
State	11/7

Football

Reg. Quarter	11/6-11/7
Reg. Semi.	11/13-11/14
Reg. Finals	11/20-11/21
State Semi.	11/27-11/28
State Final	TBA

Golf

Sectional Boys	9/28-10/3*
DII & Girls DI	10/5-10/10
District Boys DII	10/5-10/10
& Girls DI	10/12-10/17
State Boys DII	10/16-10/17
& Girls DI	10/23-10/24

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Soccer

Sectional	10/19-10/24*
District	10/26-10/31
Regional	11/3-11/7
State	11/10-11/14

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Softball

Sectional	5/8-5/15
District	5/17-5/22
Regional	5/26-5/29
State	6/3-6/5

2020-2021 OHSAA Tournament Dates**Swimming and Diving**

Sectional	2/8-2/13
District	2/15-2/20
State	2/24-2/27

Girls Tennis

Sectional	10/5-10/10*
District	10/12-10/17
State	10/23-10/24

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Boys Tennis

Sectional	5/10-5/15*
District	5/17-5/22
State	5/28-5/29

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Track and Field

District	5/17-5/22
Regional	5/26-5/29
State	6/4-6/5

Volleyball

Sectional	10/19-10/24*
District	10/26-10/31
Regional	11/2-11/7
State	11/12-11/14

*Unless an earlier date is established by the District Athletic Board (no earlier than two days prior to established date).

Wrestling

Team Regional Final	2/6
Team State	2/13 or 2/14
Individual Sectional	2/22-2/27
Individual District	3/1--3/6
State	3/11*

*Denotes 3-day event to begin no sooner than specified date



Interpreters of the Deaf, LLC

Dayton's Only Deaf Owned Sign Language Interpreting Agency

937-242-6047

K-12 Interpreting & C-Print Captioning

Standard Educational Rates Effective 7/1/20 – 6/30/21

Monday through Friday 6:00 am – 6:00 pm	\$46.00 Per Hour (2 hour minimum) \$23.00 Each Additional Half Hour \$59.00 Per Hour (Less than 24 hours notice, 2 hr. min)
Monday through Friday 6:00 pm – 6:00 am All Day Saturday	\$59.00 Per Hour (2 hour minimum) \$29.50 Each Additional Half Hour \$70.50 Per Hour (Less than 24 hours notice, 2 hr. min)
Sundays and Holidays <i>New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day</i>	\$70.50 Per Hour (2 hour minimum) \$35.25 Each Additional Half Hour
Tactile (Deaf/Blind)	Additional \$5.00 Per Hour
Less than 24-Hour Cancellation <i>(canceled appointment scheduled with more than 24 hours notice)</i>	\$36.50 Per Hour (All scheduled hours)
Less than 24-Hour Cancellation <i>(canceled appointment scheduled with less than 24 hours notice)</i>	\$59.00 Per Hour (All scheduled hours)

Travel Fees

There is **no travel charge** if assignment is **no more than 30 miles roundtrip** from the Interpreters of the Deaf, LLC office (732 S. Ludlow Street, Dayton, OH 45402).

31 to 80 miles roundtrip	Current IRS Mileage Rate
Over 80 miles roundtrip	Hourly rate will be charged for travel
Remote Service	No Travel Charge



Interpreters of the Deaf, LLC

Dayton's Only Deaf-Owned Company

Terms of Service (K-12)

Please complete the Terms of Service Acknowledgement on the second page of this document and return it via fax or email.

Thank you for choosing Interpreters of the Deaf, LLC (ID) for your sign language interpreting and C-Print captioning needs.

- All assignments are billed for a **minimum of two (2) hours** at the applicable hourly rate (see fee schedule):
 - A fee schedule is included;
 - Assignments that exceed the contracted time are billed in half hour increments;
 - A travel charge may apply depending on location of assignment;
 - Assignments scheduled **less than 24 hours in advance** will be billed at a higher rate;
 - Assignments scheduled less than 24 hours in advance are considered confirmed and are billable at the time of the request;
 - Assignments scheduled at the same time the Fee Schedule and Terms of Service are requested will be considered confirmed and filled as such.
- Advance notice increases our ability to meet your interpreting/captioning needs. We will make every effort to fulfill your request; however, there may be times when all of our interpreters/captionists are engaged and we will be unable to provide service during the requested time. All scheduled assignments will be confirmed.
- **Cancellations** must be received **by phone (937-242-6047)** with **more than 24 hours** notice prior to the requested assignment time or the assignment will be billed in full. **We do not accept cancellations via e-mail.**
- Assignments are billed for the entire requested time. Should a consumer not show up or an assignment end early, the assignment will be billed for the entire time requested.
- Assignments that are two (2) hours or more and/or complex in nature generally require two interpreters or captionists. *We will work with you to determine the appropriate number of interpreters/captionists based on the length, nature of the subject matter, number of Deaf consumers and their particular communication needs, and any other factor that may affect the interpretive outcome.*
- The requestor is responsible for providing complete and accurate information regarding assignment details.
- Healthcare providers are responsible for issuing payment directly to ID regardless of whether or not the service is covered by the patient's insurance. Interpreters of the Deaf, LLC is HIPAA and FERPA compliant.
- We reserve the right to request payment prior to providing services. Should it become necessary to refer your unpaid balance to a collection agency, additional fees (collection fee, attorney and court fees) may be added to your balance.
- Payment terms are Net 30 unless prior arrangements have been made. **No Third Party Billing.**
- Terms of Service are subject to change upon written notice.



Contract Agreement

This contract agreed to on June 22-26, 2020, is between the Institute for Multi-Sensory Education ("IMSE"), whose address is 24800 Denso Drive, Suite 202, Southfield, MI 48033, and the Eaton Community Schools, whose address is 306 Eaton-Lewisburg Road, Eaton, OH 45320.

IMSE Virtual Intermediate Orton-Gillingham Training (30-hour)

A thorough, engaging session designed for teachers who teach third grade through high school. A dynamic, IMSE Instructor teaches this training live using the virtual format Zoom. Teacher-student ratio is low in order to allow for questions and interaction between instructor and other participants. Teachers will gain a deep understanding of the enhanced Orton-Gillingham method using a more sophisticated approach to learning with advanced decoding/ encoding, higher level spelling rules and the study of Greek & Latin roots.



Teachers will receive training with respect to:

- Advanced Encoding and Decoding Morphemes
- Higher level lesson planning
- Greek and Latin Bases
- Vocabulary

Materials Provided by IMSE:

- *IMSE Intermediate Orton-Gillingham Training Manual*
- *IMSE Intermediate Orton-Gillingham Encoding & Decoding Teacher Manual*
- *IMSE Intermediate Orton-Gillingham Encoding Student Workbook*
- *Vocabulary Handbook* by Diamond and Gutlohn
- *Unlocking Literacy Second Edition* by Marcia Henry
- *Writing and Grammar Book*
- IMSE Advanced Morpheme Card Pack
- IMSE Intermediate Flip Chart
- Dry Erase Paddle
- Phoneme Grapheme Card Pack (individual size)
- Writing and Grammar training video
- Interactive OG (1 year)
- Intermediate Online Refresher (one year)
- Weekly OG for one year (helpful weekly emails on implementing OG)

Training Technology Requirements:

The attendees must have the following capabilities:

24800 Denso Drive, Ste 202, Southfield, MI 48033

T: 800-646-9788

- Computer with a camera and speaker (cannot be iPhone or iPad)
- Good connectivity with WiFi
- Quiet place to work
- Google Drive Account
 - Required to Create a Folder titled Last Name and Date (Kohler_3/20/2020)
 - Share the folder with your trainer.
 - Add videos and learning outcomes each day by 5:00 PM

Participants will need to bring the following supplies to the first day of training:

- Two Highlighters of varying colors
- Red pencil
- Green crayon or colored pencil
- Sticky notes
- Notebook

Training Fees

Participants	Training Price
10-14*	\$14,830.00
15-19*	\$19,830.00
20-24*	\$24,830.00
25-29	\$29,830.00
30-34	\$34,830.00
35-39	\$38,905.00
40-44	\$43,780.00

***lower tiers available in the summer (June-August) if district allows additional public registrations**

This is a flat fee which includes tuition, materials, and shipping.

Materials are provided only for participants attending the training dates listed above. Any extra training materials must be returned to IMSE.

IMSE will prepare and ship training materials based on the agreed number of participants provided at least 30 days prior to the training start date. Additional participants are welcome, however, IMSE must be notified no less than 7 days prior to the training start date and express processing /shipping fees shall apply. If the attendance is less than the number of participants provided to IMSE by the School/School District, then all extra materials must be returned to IMSE, shipping and handling fees shall apply. Unless expressly authorized by IMSE in writing, in no event shall all or any part of the training be videotaped or recorded.

24500 Denso Drive, Ste 202, Southfield, MI 48033
T: 800-646-9788

Confirmation of Training

We require your signed contract within one month of the stated contract date. Until we have a signed contract with you, your contract/training date is not guaranteed.

Cancellation Policy

IMSE requires a \$1000 cancellation fee, in the event that the School/School District cancels or reschedules the training within 30 days of the training start date.

IMSE shall have the right to cancel and/or reschedule the training in its sole discretion. If the School/School District cancels and/or reschedules the training within 30 days of the training start date, then the School/School district shall pay IMSE the \$1000.00 fee.

Intellectual Property

IMSE provides various training and related materials, supplements, information, quizzes, tests, questions, articles, and other information including, but not limited to, *IMSE Comprehensive Training Manual*, *IMSE Assessment Manual*, *Recipe for Reading*, *IMSE Comprehensive Syllable Division Word Book*, *How to Teach Spelling*, and *IMSE Phoneme/Grapheme Card Pack* (the "Materials"). IMSE authorizes the School/School District to utilize the Materials in connection with the training and for use in the classroom only.

Unless expressly authorized by IMSE, the Materials shall not be copied or reproduced in any fashion. Further, the School/School District shall not modify the Materials in any way or reproduce, share, distribute or utilize them to perform unauthorized trainings.

The School/School District acknowledges that IMSE owns certain trademarks and copyrights hereinafter referred to as the "Intellectual Property."

The Intellectual Property includes all trademark registrations and unregistered trademark usages of IMSE, Reading Venture One LLC, INSTITUTE FOR MULTI-SENSORY EDUCATION, SENSATIONAL SAND, SEE HEAR FEEL THE DIFFERENCE including both word mark and design applications and other certain brands, trademarks and services marks owned and used by IMSE.

The Intellectual Property further includes all copyrights, both registered and unregistered, owned and used by IMSE, any non-registered copyrights in the Materials, any and all authorized or unauthorized video and audio recording created by the School/School District discussing the Materials and any and all authorized or unauthorized modified Materials produced by the School/School District.

IMSE shall have and shall retain ownership of all right, title and interest in and to Materials and Intellectual Property enumerated herein.

Unless expressly indicated otherwise herein by IMSE, even if the School/School District has previously obtained IMSE's written permission to use any Materials, the School/School District agrees to obtain written consent each time before using the Materials enumerated above.

Except as expressly stated herein, the School/School District acknowledges that it has no right, title, or interest of any kind on any legal basis in or to the Materials or the Intellectual Property enumerated above.

Upon termination of this agreement, the School/School District agrees to immediately return to IMSE any printed and/or recorded Materials and/or Intellectual Property that the School/School District may have in its possession or control.

Indemnification of IMSE

The School/School District, and its successors and assigns shall indemnify and hold harmless IMSE and its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns from and against any and all claims, liabilities, losses, costs or expenses, including but not limited to actual attorney fees and related costs and expenses, and damages, whether known or unknown, joint or several, incurred by such parties and related to or arising in any manner whatsoever from the performance of this engagement.

IMSE may, but is not required, to engage at the expense of the School/School District separate counsel of our choice in connection with any legal matter to which this indemnification may relate.

Limitation of Liability

IMSE and any of its members, managers, managing directors, directors, officers, agents, representatives, employees, affiliates, subsidiaries, successors, heirs and assigns shall not be liable for any loss or damage except as is a direct result of IMSE's intentional breach of any material provision of this engagement or willful misconduct. In no case shall IMSE be liable for special, incidental, consequential, punitive or exemplary damages, including lost profits or lost savings, whether or not such are foreseeable or IMSE has been advised of the possibility of such damage. IMSE's liability, if any, under or in relation to this engagement and the services hereunder will be limited to the amount of payment actually received by IMSE in relation to this engagement.

It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor will be considered to be an agent, distributor, partner, fiduciary, or representative of the other. Except as authorized herein, neither party will act or represent itself, directly or by implication, in any such capacity in respect of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

24800 Denso Drive, Ste 202, Southfield, MI 48033

T. 800-646-9788

Confidentiality

The School/School District shall keep all Materials confidential, and shall not sell, publicize, upload, video record, audio record, loan, rent, giveaway, describe, summarize, or otherwise reveal the Materials or their contents, to any other person or entity. Any breach of these terms automatically terminates your authorized use of the Materials and may be subject to further action.

Severability

If any portion of this agreement is determined to be invalid or unenforceable, the parties agree that the remainder of this agreement will be valid and enforceable.

Entire Agreement

This agreement represents the entire understanding of the parties relating to the engagement and may not be amended or modified in any respect except in writing signed by the parties.

Governing Law

This agreement will be interpreted and construed under the laws of the State of Michigan. The parties further agree that in the event of a dispute regarding this engagement or under this agreement, jurisdiction will be in the United States District Court for the Eastern District of Michigan or the Circuit Court for the County of Oakland. IN ADDITION, THE PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Attorney Fees

If any action or proceeding is instituted to enforce or interpret this agreement, the party prevailing in such proceeding will recover its actual attorneys' fees and related costs and expenses from the other party.

Notices

All notices required or permitted to be delivered under this agreement will be sent, if to IMSE or the School/School District, at the addresses set forth in this agreement or to such other name or address as may be given in writing to the other party. All notices under this agreement will be sufficient if delivered by electronic mail or overnight mail.

Dates of the Virtual Intermediate Training are:

August 10-14, 2020

Daily Times 8:00 AM - 3:30 PM to include lunch and breaks
in Eaton, OH
30 contact hours

Please sign and return the contract and the school purchase order as soon as possible to:

Email: jessie@imse.com

Signatures below indicate acceptance of the terms outlined in this contract agreement.

Date: _____ Signed: _____

Name: _____

Date: _____ Signed: _____

Name: Jessica Brandon, IMSE Administrative Assistant

24800 Denso Drive, Ste 202, Southfield, MI 48033
T: 800-646-9788

AGREEMENT

This Agreement is entered into on **August 1, 2020** by and between the Butler Behavioral Health Services, Inc. (hereinafter referred to as "**Agency**"), 1502 University Blvd., Hamilton Ohio 45011 and Eaton East School (herein after referred to as "**School**").

WHEREAS, the **School** desires to retain **Agency** to provide services for students served by the **School**; and

WHEREAS, the **Agency** is licensed to practice counseling in the State of Ohio

NOW THEREFORE, in consideration of the mutual promises contained herein the **Agency** and **School** agree as follows:

I. TERM

The term of this agreement shall be from August 1, 2020 through July 31, 2021.

II. SERVICES AND DUTIES

2.1 Services and Duties: All services to be provided under this agreement shall be solely for the benefit of **School** clients.

Agency shall perform duties and provide services as follows:

A. Provide Behavioral Coaching to teachers, administrators, and other school personnel.

2.2 Agency will provide a minimum of four (4) hours of coaching on one (1) specified day of the week.

2.3 Absences: **Agency** shall notify the **School** within one (1) hour of unplanned absence.

III. COMPENSATION

For performance of the duties under this Agreement, the **School** agrees to pay **Agency** at the rate of **\$126.10** per hour with cumulative payment of \$8070.00. Payment shall be issued thirty (30) days following the last day of the month. **Payment shall be preceded by the submission of a proper invoice by the Agency.**

IV. INSURANCE

4.1 The **Agency** shall, during the term of this Agreement, provide comprehensive professional liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

VIII. TERMINATION

- 8.1 The **School** may terminate this agreement at any time, without notice, for cause. The term "cause" shall include any of the following:
1. Any intentional or grossly negligent act of **Agency** which materially injures or may injure the reputation or interest of the **School**;
 2. **Agency's** breach or non-compliance with any provisions of this agreement.
- 8.2 Either party of this Agreement may terminate this agreement, without cause, with a Thirty- (30) day written notice of cancellation.

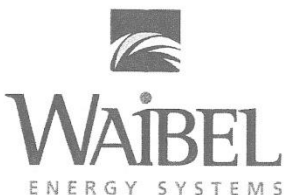
In witness whereof, the parties have executed this Agreement as of the date above first written.

SCHOOL

BUTLER BEHAVIORAL HEALTH SERVICES, INC.

By:  _____

Randy Allman, CEO



Scope of Service

- 1) Scheduled/Preventative Maintenance
 - 2) List of Equipment and Services
 - 3) Energy Services/Client Services & Controls
 - a. Energy Baseline and Energy Star Score
 - b. Energy Savings Measures
 - c. Monthly Energy Tracking
 - d. Client Services (Monitoring Software Maintenance & Building Analytics)
 - e. Energy Conservation & Controls Visit With Guaranteed Savings
 - f. Quarterly Reviews
 - g. Strategic Energy Management Program
 - 4) Additional Services/Information
 - 5) Warranty Information
 - 6) Pricing & Acceptance
-

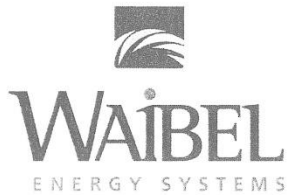
1) Scheduled/Preventative Maintenance

This is Scheduled Services based on our standards developed from years of experience. These scheduled site visits include specific assigned tasks to be performed. Please refer to the covered equipment list with assigned tasks and frequencies to be performed, tracked and logged for good record keeping and asset management tracking.

Scheduled/Preventative Maintenance (Complete System Logs)

- On-site inspections of all listed HVAC and controls equipment
- Filter changes (filters provided by WES)
- Annual coil cleanings
- Annual oil analysis
- Vibration testing
- Belt replacements
- Bearing and mechanical parts including maintenance and adjustments
- Refrigerant and glycol level checks
- Annual combustion analysis
- HVAC electrical inspections of all electrical components and connections
- Compressor and motor testing
- Pump alignments including coupling inspections
- Variable frequency drive testing and inspections
- Controls and safety circuit testing
- Seasonal startups and shut downs

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- Written reports and logs on all equipment
- 24 Hour emergency service is included

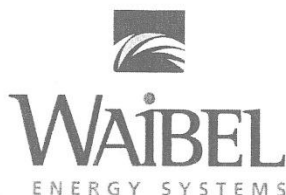
2) List of Equipment and Services by Building

Service/Inspections Provided:

PT = PRESSURE TEST	PM = PREVENTIVE MAINTENANCE	OA = OIL ANALYSIS
SC = STRAINER CLEANING	GA = GLYCOL CONCENTRATION TEST	RA = REFRIGERANT ANALYSIS
PCA = COUPLING ALIGNMENTS	RB = BELT CHANGE	CC = COIL CLEANING
OI = OPERATING INSPECTION	H2O = WATER TREATMENT	CA = COMBUSTION ANALYSIS
SI = SAFETY INSPECTION	ECI = ENERGY/CONTROLS INSPECTION	RF = FILTER CHANGE
VA = VIBRATION ANALYSIS	AM = ANNUAL MAINTENANCE	SE = SYSTEM EVALUATION
HSS = HIGH PRESSURE SPRING START UP	HWM = HIGH PRESSURE WINTER MNT	WS = WINTER START UP
LSS = LOW PRESSURE SPRING START UP	LWM = LOW PRESSURE WINTER MNT	BA = BURNER ASSEMBLIES
COI = COOLING OPERATING INSPECTION	CSU = COOLING START UP	HSU = HEATING START UP
HOI = HEATING OPERATING INSPECTION	CSD = COOLING SHUT DOWN	HSD = HEATING SHUT DOWN
HW = HEAT WHEELS	VFD = VARIABLE FREQUENCY DRIVES	WM = WINTER MAINTENANCE
CB = CLEAN OUT BASIN & FILL TOWER	PA = PUMP ALIGNMENT	SS = SPRING START UP
DT = DRAIN COOLING TOWER	RM = REFRIGERANT MONITOR	CHEM = CHEMICAL TEST
TBC = TUBE BRUSHING – CONDENSER	LBA = LITHIUM BROMIDE ANALYSIS	ET = EDDY CURRENT TEST
TBE = TUBE BRUSHING – EVAPORATOR	EC = ENERGY CONSULTATION	IR = INFRARED TESTING

HIGH SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Condensers	Trane	OI(1), CC(1)
1	Control System	Trane/BLX	SE(2)
MIDDLE SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Condensers	Trane	OI(1), CC(1)
1	Control System	Trane/BLX	SE(2)
BRUCE ELEMENTARY			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Control System	Trane/BLX	SE(2)
EAST ELEMENTARY			

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QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(2), CC(1)
1	Control System	Trane/BLX	SE(2)

3) Energy Services/Client Services (Monitoring & Building Analytics)

Waibel Energy Systems shall:

- a) Establish your Energy Baseline and Energy Star Score,
- b) Provide and implement Low-Cost/No-Cost Energy Savings Measures (ESMs),
- c) Provide a list of optional capital projects yielding additional energy savings with estimated return on investment,
- d) Provide electric and gas meter tracking of energy consumption via a real-time, web-based application,
- e) Provide behind the scenes monitoring of your system,
- f) Provide Quarterly on-site visual and functional testing of controls,
- g) Provide quarterly energy reports and Report Cards,
- h) Create a Strategic Energy Management Program in conjunction with your personnel, and
- i) Provide energy saving targets.

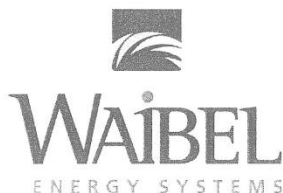
Energy Baseline and Energy Star Score

- Install temporary wireless data collection devices to record temperature, CO2, and light in various zones in the building(s).
- Perform detailed analysis of the data collected.
- Provide and review with personnel a detailed report of the findings of the analysis.
- Provide the Energy Star benchmark for the building(s).
- Provide baseline showing energy consumption and associated costs.

Energy Savings Measures

- In conjunction with the installation of Building LogiX building controls and applications, WES will determine Low-Cost/No-Cost Energy Savings Measures in order to drive down the energy consumption and associated costs as compared to the energy baseline. In order to achieve the estimated savings potential of this Agreement, these measures must be implemented.
- In addition, to the Low-Cost/No-Cost Savings Measures, WES engineers will provide a list of optional measures which will require capital expenditures along with their estimated Return on Investment.
- Investigate and assist in obtaining possible energy rebates from utility providers.

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Quarterly Energy Tracking

- WES provides monthly energy tracking to gain insight to areas where time can be well spent to find and maintain the most savings. Reviewing this along with our monthly analytics review makes a lot of sense.
- WES will take the responsibility for providing these reports as part of our review and accountability reports.

Client Services

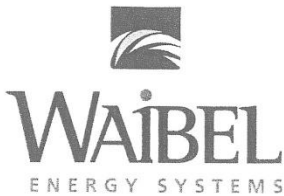
Provides behind the scenes monitoring of alarms and the latest in building analytics. We have your back and are keeping you informed while looking ahead to avoid comfort issues and unwanted energy costs.

- WES will monitor proper connectivity for reliability and receiving of alarm notifications
- Remote inspections of building performance for comfort and energy
- Intelligent dispatching and response
- On-call response to notify and respond when needed
- Maintain licenses, backups and updates for web browsers and software updates



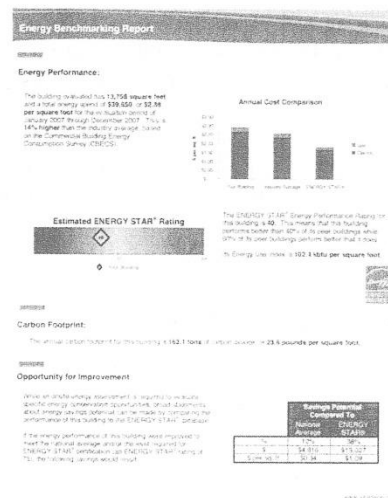
Energy Savings and Controls Visit with Guaranteed Savings

- (2) On site Visits by our Controls Service Team
- (2) On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
 - Comfort performance issues identified
 - Energy Savings Measures
 - End device and sensor adjustments/calibrations
 - Damper and valve performance (PID loops)
 - Tracking/Applications and system checks
 - Communication and database verification
 - Review of reports and analytics



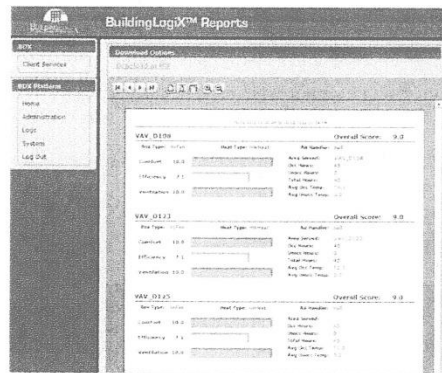
Proactive Monitoring With Quarterly Energy Reports

- BAS data will be validated and benchmark information will be updated annually utilizing wireless sensors.
- Electric and gas usage will be tracked to provide weather-normalized energy savings.
- Ongoing electric and gas purchasing consultation will be provided.
- Energy trending applications will be provided to assess the building historical consumption pattern.
- Quarterly electric and gas billing reviews and reports associated with energy conservation measures will be implemented. These reports will include the review of energy conservation measures and the auditing of the electric and gas billings from a Certified Energy Manager (CEM).
- Education and training will be provided through the duration of this Agreement.



Report Cards

Valuable HVAC data will be collected to verify system(s) efficiencies. Reports will be provided using the latest in WES building automation technology. Proactive reports will be provided for the following systems:

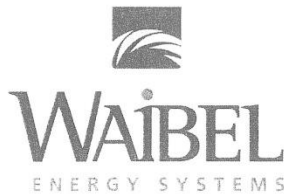


Strategic Energy Management Program

WES Certified Energy Managers will, in conjunction with your personnel, create an overall Strategic Energy Management Plan. The plan will include, as a minimum:

- Energy budgeting,
- Operating practices,
- Energy & maintenance,
- Energy & equipment purchasing,
- Tracking systems, and
- Communication and feedback loops.

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Insert the current cost of their buildings and the amount we could save them

4) Additions and Exceptions

- a) Service and Repair Rates — All additional service and repairs will be quoted on a separate basis. As an Agreement holder you are entitled to a Preferred Labor Rate on repair services not covered by this Agreement. Your Preferred Labor Rate is 29% off our published street rate.
- b) Written Reports — If services or repair work are needed beyond this Agreement, written reports shall be provided at the end of any work completed including any future recommendations.

5) Pricing & Acceptance

Performance Based Agreement		Year 1
Total		\$19,664.00
Quarterly Cost		\$4,916.00

ACCEPTANCE

Proposal Submitted

Submitted by: Matt Musselman

Title: Account Manager

Company: Waibel Energy Systems

Date: 6/23/2020

Proposal Acceptance

Authorized by: _____

Title: _____

Date: _____

PO Number: _____

“The Way Buildings Work Better”