

**EATON BOARD OF EDUCATION REGULAR MEETING**  
**Hollingsworth East Elementary**  
**July 7, 2022**  
**6:00 p.m.**

**I. Opening of the Meeting**

**A. Call to order** – President

**B. Roll Call**

E. Beeghly Absent B. Deacon Y B. Myers Y L. Noble Y T. Parks Y

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

**D. Public Hearing Regarding the use of IDEA Part B and Title I Federal Funds**

Pursuant to Code of Federal Regulations 300.165 the local education agency (LEA) shall hold a public hearing on the use of federal funds Title I and IDEA Part B, addressing topics that include, but are not limited to, the current expenditures, programs of student support, professional development and the personnel provided.

At this time the Board will entertain any comments from the public. -No comments.

**E. Executive Session**

To consider the employment of a public employee or official.

The following individuals are invited to attend: Jeff Parker, Rachel Tait, MissAnne Imhoff, Karen Neace.

Motion by Terry Parks, second by Ben Myers to convene executive session.

Beeghly        Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

President convenes executive session at 6:02 p.m.

President resumes open session at 6:12 p.m.

**#2223-01**

## **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, 2022 Regular Board Meeting.
2. Approve minutes of the June 29, 2022 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investment Report.
6. Approve Then and Now purchase order to Preble County ESC for \$8,700.00 with funds available then (3/1/2022) and now for Daytime Alternative Program Services.
7. Approve Then and Now purchase order to College Board for \$4,797.00 with funds available then (5/19/2022) and now for AP Exams.

Motion by Bryan Deacon, second by Terry Parks

Discussion- None.

Beeghly \_\_\_\_\_ Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-02**

## **III. Reports**

**A. Miami Valley Career Technology Center Report – Terry Parks- No report.**

**B. Parks and Recreation Board Report – Ben Myers- No report.**

**C. Superintendent Report – Jeff Parker- Mr. Parker said summer work is continuing. At this time, most hiring for next school year has been completed. Mrs. Imhoff shared that summer school numbers were the following: East-57, Bruce-25, and High School-44 students. An update with data from summer school will be provided at the August Board Meeting.**

**D. Other Reports- None.**

## **IV. Old Business- None.**

## **V. New Business**

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

Action by the Board of Education in "Adoption of Consent Agenda Items" at this point of the agenda means that items A through J 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 Classified Staff**

The Administration recommends the employment of the following personnel for the 2022-2023 school year. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Karen Neace, Special Education Aide

#### **B. Employment – Summer Helper to Extend End Date**

The Administration recommends to extend end date for summer transportation helper to August 12, 2022.

1. Daniel Page, Jr.

#### **C. Employment – Language Tutor**

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for Limited English-speaking students in the 2022-2023 school year; to be paid at a rate of \$25.00 per hour, not to exceed 40 hours per week for a total not to exceed 900 hours.

#### **D. Employment – Certificated Staff Extended Service Supplemental Contract**

The Administration recommends approval of the following extended service supplemental contract for the 2022-2023 school year. Salaries and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Keri Osswald, Teacher, Title Programs Coordinator – 5 days

#### **E. Employment – Certificated Staff Supplemental Contract**

The Administration recommends the following supplemental contracts for the 2022-2023 school year. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Robyn Eck, Elementary Musical Performance Director

**F. Employment – Certificated Staff Athletic Supplemental Contracts**

The Administration recommends the following supplemental contracts for the 2022-2023 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Robert Ebright, Varsity Baseball Head Coach
2. Derek Lucas, Reserve Baseball Coach

**G. 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 2022-2023 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. Jordyn Worley, Reserve Softball Coach
2. Maggie Neanen, Varsity Softball Head Coach

**H. Volunteers**

The Athletic Director recommends approval of the following volunteers for the 2022-2023 school year.

1. Ron Neanen, Volunteer Softball Coach
2. Jeff Parker, Volunteer Baseball Coach
3. Scott Couch, Volunteer Football Coach

**I. Employment – Non-Certificated Substitutes**

The Administration recommends employment of the following personnel for the 2022-2023 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy, and Administrative Rules and Regulations with no fringe benefits.

1. Katrina Burns, Substitute Bus Driver

**J. Authorization to Operate School Van**

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2022-2023 school year, pending completion of all state and local requirements.

1. Tim Appledorn
2. Shelby Brown
3. John Hitchcock
4. Derek Lucas
5. Leslie Roberts

Motion by Terry Parks, second by Ben Myers

Discussion- Mr. Parks inquired how many students work with the Japanese tutor. Mrs. Imhoff shared there were 8 students.

Beeghly        Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-03**

***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 K through Y 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.

**K. 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 2022-2023 school year.

**L. 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 2022-2023 school year.

**M. Recognition of Nutritional Guidelines**

The Administration recommends that the Eaton Community School Board of Education recognizes and accepts the district's Nutritional Guidelines as presented in Administrative Guideline 8500A.

**N. 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 2022-2023 school year.

**O. School Breakfast and Lunch Programs**

The Administration recommends approval to participate in the government school breakfast and school lunch programs for the 2022-2023 school year.

**P. School Breakfast and Lunch Prices**

The Administration recommends the following school breakfast and lunch prices for the 2022-2023 school year.

Breakfast grades K-5	\$2.25	Lunch grades K-5	\$3.25
Breakfast grades 6-12	\$2.25	Lunch grades 6-12	\$3.60

**Q. Approval of Student Fees for the 2022-2023 School Year**

The Administration recommends approval of the following student fees for the 2022-2023 school year.

Kindergarten	\$34.00	3 <sup>rd</sup> Grade	\$68.00
1 <sup>st</sup> Grade	\$39.00	4 <sup>th</sup> Grade	\$74.00
2 <sup>nd</sup> Grade	\$36.00	5 <sup>th</sup> Grade	\$71.00

**R. Student Fees – Amend Resolution**

The Administration recommends approval to amend resolution number 2022-78 Item V.Y. Approval of Student Fees for the 2022-2023 School Year on the June 13, 2022 board agenda as follows:

6 <sup>th</sup> Grade	\$121.00
7 <sup>th</sup> Grade	\$125.00
8 <sup>th</sup> Grade	\$111.00

For 8<sup>th</sup> grade students, depending on if Art is taken, the following fee will apply.

Art	\$ 5.00
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**S. Board Policy Updates**

The Administration recommends the second reading and approval of the following new and updated board policies (Appendix A)

1. Policy 2271 – College Credit Plus Program
2. Policy 5511 – Dress and Grooming
3. Policy 6110 – Grant Funds
4. Policy 6114 – Cost Principals – Spending Federal Funds
5. Policy 6325 – Procurement – Federal Grants/Funds
6. Policy 6423 – Use of Credit Cards
7. Policy 8500 – Food Services
8. Policy 7510 – Use of District Premises

**T. Agreement with Butler County Educational Service Center**

The Administration recommends approval of an agreement with the Butler County Educational Service Center to provide services to students and families in need through the Success Program during the 2022-2023 school year. (Attachment A)

**U. Agreements and MOU with South Community**

The Administration recommends approval of 2 agreements and a memorandum of understanding for mental health services with South Community, Inc., for the 2022-2023 school year. (Attachment B)

**V. Out-of-State Student Travel**

The Administration recommends approval of the following out-of-state student travel.

1. High School Cross Country Team and coaches to Cabell-Midland High School in Ona, WV on Friday and Saturday, September 2, 2022 through September 3, 2022.

**W. Purchase of Service Agreement**

The Administration recommends approval of the following purchase of service contracts.

1. With Dr. Jill Vosler as school physician for the 2022-2023 school year, at a rate of \$100.00 per year.
2. With Dr. Jill Vosler as team physician for the 2022-2023 school year, at a rate of \$100.00 per year.

**X. 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 2022-2023 school year (Attachment C).

**Y. Contract for Services**

The Administration recommends the approval of the agreement with Strategies for Behavior Management: Consulting and Counseling, LLC to provide extended school year services during the 2022-2023 school year. (Attachment D)

Motion by Bryan Deacon, seconded by Terry Parks

Discussion- None.

Beeghly        Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

**#2223-04**



## VI. Adjournment

Motion by Terry Parks, seconded by  
Ben Myers, to adjourn the meeting.

Discussion- None.

Beeghly        Deacon   Y   Myers   Y   Noble   Y   Parks   Y  

President declares motion passed.

President adjourns meeting at 6:27 p.m.

**#2223-05**

### Upcoming Meetings

Meeting: Regular Board Meeting  
Date/Time: Monday, August 8, 2022 – 6:00 p.m.  
Location: East Elementary School

Meeting: Regular Board Meeting  
Date/Time: Monday, September 12, 2022 – 6:00 p.m.  
Location: East Elementary School

DATE: \_\_\_\_\_

PRESIDENT: \_\_\_\_\_ TREASURER: \_\_\_\_\_

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

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

1. BCESC and ECS agree to collaborative operation and delivery of services to children in ECS.
2. The BCESC will supervise the delivery of Success Program services to children and their families. The BCESC will oversee the supervision/evaluation of BCESC staff (with input from ECS) and will oversee the communication among partnering agencies.
3. The BCESC will provide 1.5 Community School Liaisons and one .5 Supervisor and related supervision, consultation, training, laptop computer, travel and cell phone.
4. ECS will provide a private place for staff to work, internet access and networking at each school served, ECS email account, access to information for students online, and printing/copying capability.
5. ECS will be billed \$43,000 for 1.5 Community School Liaisons and Supervision Fees (in 2 equal installments) in December, 2022 and April, 2023 by the BCESC.

This agreement will be in effect from August 1, 2022-July 31, 2023.

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

\_\_\_\_\_  
Board President, Butler County ESC      date

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

\_\_\_\_\_  
Board President, Eaton Schools      date

\_\_\_\_\_  
Treasurer, Eaton Schools      date

**AGREEMENT BETWEEN SOUTH COMMUNITY, INC. AND  
EATON COMMUNITY SCHOOLS**

This Agreement, made on the 17<sup>th</sup> day of June, 2022 by and between South Community Inc., an Ohio nonprofit corporation ("South Community") and EATON COMMUNITY SCHOOLS is entered into for the mutual benefit of each.

WHEREAS, EATON COMMUNITY SCHOOLS provides educational programming to students ("Students"), some of whom need the services of mental health professionals; and

WHEREAS, EATON COMMUNITY SCHOOLS desires to have Specialized Day Treatment programming for a maximum of twelve (12) students identified as benefitting from Day Treatment;

WHEREAS, SOUTH COMMUNITY desires to provide Specialized Day Treatment services to a maximum of twelve (12) identified students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement will be in effect for the 2022 - 2023 school year (EATON COMMUNITY SCHOOLS).
2. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions or services occurring prior to the effective date of the termination.
3. **Personnel to be Provided:** South Community will provide EATON COMMUNITY SCHOOLS ONE (1) Program Manager and two (2) full-time licensed mental health professionals (therapists), performing services pursuant to this Agreement. South Community personnel will abide by the policies and procedures for staff of EATON COMMUNITY SCHOOLS\_ regarding personal conduct, dress code, and the like. The work schedule of such personnel will be consistent with EATON COMMUNITY SCHOOLS school schedule. However, personnel providing services under this Agreement will at no time be considered employees of EATON COMMUNITY SCHOOLS for any purpose, and are not covered by EATON COMMUNITY SCHOOLS worker's compensation or unemployment insurance. Such staff will be employed by South Community and will report to a Program Manager employed by South Community. Any issues with staff should be reported by EATON COMMUNITY SCHOOLS to South Community's Chief Operations Officer. Should South Community need to hire additional staff to fulfill its commitments under this Agreement, South Community will seek the approval of EATON COMMUNITY SCHOOLS for such new staff.

4. **Personnel Qualifications:** South Community will supply EATON COMMUNITY SCHOOLS with personnel who meet the following criteria:

  - a) Possess current licensure as applicable and appropriate for the services provided to Students.
  - b) Successfully complete a criminal background check of both Ohio (BCI) and federal (FBI) criminal records systems, with documentation presented to EATON COMMUNITY SCHOOLS prior to commencement of services under this Agreement.
5. **Services and Documentation:** Personnel will be provided pertinent student referral information and therapy services will be provided on EATON COMMUNITY SCHOOLS premises. Services include assessment, specialized day treatment, treatment planning, therapeutic interventions, crisis intervention and collaboration with teachers, families and others as identified. These obligations will survive the termination of this Agreement and will survive the services of personnel under this Agreement.
6. **Insurance:** EATON COMMUNITY SCHOOLS and South Community will each maintain at their sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering the acts or omissions of each entity's employees, contractors and agents which may give rise to liability in connection with the services under this Agreement.
7. **Compensation:** South Community will supply Personnel under this Agreement at the following rates:

Partial Cost for the program based on a Per Diem Cost of	\$140.51	Per Day for no more than two (2) non-Medicaid Students
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The total cost will not exceed \$46,368.30. South Community will invoice EATON COMMUNITY SCHOOLS each invoice, which will be payable upon receipt.
8. **Increase in Services:** Based on mutual agreement between EATON COMMUNITY SCHOOLS and South Community, Additional Non-Medicaid Students to participate in Specialized Day Treatment would be billed at \$140.51 per day. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.
9. **Independent Contractors:** EATON COMMUNITY SCHOOL and South Community are independent legal entities. Nothing in this Agreement shall be deemed or construed to create the relationship of employer and employees, principal and agent, joint venture, partnership, or any relationship other than

that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

10. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.
11. **Renewal:** This Agreement shall be reviewed by EATON COMMUNITY SCHOOLS and South Community on an annual basis on or before April 1 for the purpose of a renewal recommendation.

Rates for the year of a renewal shall not increase from the preceding year by more than three percent (3%). This Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1<sup>st</sup> of the intended last term of the Agreement.

12. **Notices:** Any notice or demand required under this Agreement will be in writing and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Director of Student Services  
EATON COMMUNITY SCHOOLS

Chief Operations Officer  
South Community, Inc.  
3095 Kettering Boulevard  
Dayton, OH 45439

13. **Entire Agreement:** This Agreement constitutes the entire contract between South Community and EATON COMMUNITY SCHOOLS regarding the services to be provided hereunder. Any amendments to this Agreement will be effective when made in writing and signed by duly authorized representatives of both parties.
14. **Compliance with Laws:** South Community and EATON COMMUNITY SCHOOLS agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable Federal, State and/or Local laws and regulations.
15. **Severability:** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
16. **Governing Law, Jurisdiction:** This Agreement will be construed according to, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.

17. **Liability:** Each of the parties to this Agreement has the status of an independent contractor. Each party agrees to be responsible for fulfilling its respective responsibilities under this Agreement and to be responsible for its own liability, loss, expense, attorneys' fees, or claims for injury or damages caused by, or resulting from the negligent acts or omissions of the party, its officers, agents, employees, or students, that occur during the performance of this Agreement.

Neither party shall be liable for any special, consequential, incidental, or punitive damages, whether arising in contract, negligence, tort or strict liability, even if advised of the possibility of such damages. Neither party waives any immunities available to them.

The parties agree to cooperate with each other to insure the successful implementation of this Agreement.

IN WITNESS WHEREOF, South Community and EATON COMMUNITY SCHOOLSEATON COMMUNITY SCHOOLS, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

SOUTH COMMUNITY INC.

By:   
Lisa G. Carter, President/CEO

Date Signed 6-14-11

EATON CITY SCHOOL DISTRICT  
BOARD OF EDUCATION

By: \_\_\_\_\_  
Superintendent

Date Signed \_\_\_\_\_

06/22

**AGREEMENT BETWEEN SOUTH COMMUNITY, INC. AND  
EATON COMMUNITY SCHOOLS**

This Agreement, made on the 17<sup>th</sup> day of June, 2022 by and between South Community Inc., an Ohio nonprofit corporation ("South Community") and EATON COMMUNITY SCHOOLS is entered into for the mutual benefit of each.

WHEREAS, EATON COMMUNITY SCHOOLS provides educational programming to students ("Students"), some of whom need the services of mental health professionals; and

WHEREAS, South Community is capable of providing mental health services to such students.

NOW, THEREFORE, the parties agree as follows:

1. **Term of Agreement:** This Agreement will be in effect for the 2022 - 2023 school year (EATON COMMUNITY SCHOOLS).
2. **Termination:** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions or services occurring prior to the effective date of the termination.
3. **Personnel to be Provided:** South Community will provide five (5) full-time licensed mental health professionals (therapists), performing services pursuant to this Agreement. South Community personnel will abide by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code, and the like. The work schedule of such personnel will be consistent with EATON COMMUNITY SCHOOLS school schedule. However, personnel providing services under this Agreement will at no time be considered employees of EATON COMMUNITY SCHOOLS for any purpose, and are not covered by EATON COMMUNITY SCHOOLS' worker's compensation or unemployment insurance. Such staff will be employed by South Community and will report to a Program Manager employed by South Community. Any issues with staff should be reported by EATON COMMUNITY SCHOOLS to South Community's Chief Operations Officer. Should South Community need to hire additional staff to fulfill its commitments under this Agreement, South Community will seek the approval of EATON COMMUNITY SCHOOLS for such new staff.
4. **Personnel Qualifications:** South Community will supply EATON COMMUNITY SCHOOLS with personnel who meet the following criteria:
  - a) Possess current licensure as applicable and appropriate for the services provided to Students.

- b) Successfully complete a criminal background check of both Ohio (BCI) and federal (FBI) criminal records systems, with documentation presented to EATON COMMUNITY SCHOOLS prior to commencement of services under this Agreement.
5. **Services and Documentation:** Personnel will be provided pertinent student referral information and therapy services will be provided on EATON COMMUNITY SCHOOLS premises. Services include assessment, treatment planning, therapeutic interventions, crisis intervention and collaboration with teachers, families and others as identified. These obligations will survive the termination of this Agreement and will survive the services of personnel under this Agreement.
  6. **Insurance:** EATON COMMUNITY SCHOOLS and South Community will each maintain at their sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering the acts or omissions of each entity's employees, contractors and agents which may give rise to liability in connection with the services under this Agreement.
  7. **Compensation:** South Community will supply Personnel under this Agreement at the following rates:
 

Mental Health Professionals	\$48.00 Per Hour
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The total cost for therapy services for the 2022 – 2023 school year will not exceed \$36,528.00. South Community will invoice EATON COMMUNITY SCHOOLS in ten (10) installments of \$3,652.80 each, which will be payable upon receipt.
  8. **Increase in Services:** Based on mutual agreement between EATON COMMUNITY SCHOOLS and South Community, the total hours worked under this Agreement can be increased. Additional hours will be billed at \$48.00 per hour for mental health professionals. South Community will make its best effort to accommodate any requested expansion of the program.
  9. **Independent Contractors:** EATON COMMUNITY SCHOOLS and South Community are independent legal entities. Nothing in this Agreement shall be deemed or construed to create the relationship of employer and employees, principal and agent, joint venture, partnership, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.
  10. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld.



11. **Renewal:** This Agreement shall be reviewed by EATON COMMUNITY SCHOOLS and South Community on an annual basis on or before April 1 for the purpose of a renewal recommendation.  
Rates for the year of a renewal shall not increase from the preceding year by more than three percent (3%). This Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1<sup>st</sup> of the intended last term of the Agreement.
12. **Notices:** Any notice or demand required under this Agreement will be in writing and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.  
  

<p>Director of Student Services EATON COMMUNITY SCHOOLS</p>	<p>Chief Operations Officer South Community, Inc. 3095 Kettering Boulevard Dayton, OH 45439</p>
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13. **Entire Agreement:** This Agreement constitutes the entire contract between South Community and EATON COMMUNITY SCHOOLS regarding the services to be provided hereunder. Any amendments to this Agreement will be effective when made in writing and signed by duly authorized representatives of both parties.
14. **Compliance with Laws:** South Community and EATON COMMUNITY SCHOOLS agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state and/or local laws and regulations.
15. **Severability:** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
16. **Governing Law, Jurisdiction:** This Agreement will be construed according to, and the legal relations between the parties shall be governed by, the laws of the State of Ohio as applicable to agreements executed and fully performed in the State of Ohio.
17. **Liability:** Each of the parties to this Agreement has the status of an independent contractor. Each party agrees to be responsible for fulfilling its respective responsibilities under this Agreement and to be responsible for its own liability, loss, expense, attorneys' fees, or claims for injury or damages caused by, or resulting from the negligent acts or omissions of the party, its officers, agents, employees, or students, that occur during the performance of this Agreement.

Neither party shall be liable for any special, consequential, incidental, or punitive damages, whether arising in contract, negligence, tort or strict liability, even if advised of the possibility of such damages. Neither party waives any immunities available to them.

The parties agree to cooperate with each other to insure the successful implementation of this Agreement.

IN WITNESS WHEREOF, South Community and EATON COMMUNITY SCHOOLS, each by a duly authorized representative, have executed this Agreement as of the date first set forth above.

SOUTH COMMUNITY INC.

By Lisa G. Carter  
Lisa G. Carter, President/CEO

Date Signed 6-14-22

EATON COMMUNITY SCHOOLS DISTRICT  
BOARD OF EDUCATION

By \_\_\_\_\_  
Superintendent

Date Signed \_\_\_\_\_

**South Community Inc  
And  
Eaton Community Schools**

**MEMORANDUM OF AGREEMENT**

This non-binding memorandum is made between South Community Inc., an Ohio nonprofit corporation ("South Community") and Eaton Community Schools ("EATON COMMUNITY SCHOOLS") for the provision of behavioral health treatment services ("Services") for EATON COMMUNITY SCHOOLS students who have been identified for services and are attending a designated EATON COMMUNITY SCHOOLS school, by South Community for the period July 1, 2022 through June 30, 2023 (the "Term"). This memorandum constitutes only a statement of the good faith intentions of the parties with respect to the matters described herein and does not constitute a binding commitment on the part of any of the parties. A binding commitment with respect to the matters described herein will result only from the execution of a definitive agreement.

**Eaton Community Schools will:**

- ♦ Identify students at the designated schools needing services based on school data/information, discipline referrals, IAT referral and/or parent request;
- ♦ Ensure students continue to be referred throughout the school year to assist in maximizing the services and ensure services are available throughout the school year.
- ♦ Provide South Community staff reasonable access to students in order to provide the services; School personnel will facilitate the student's attendance at scheduled appointment;
- ♦ Provide South Community staff with a location in the school building, with telephone and internet access; and that has a desk, chair, and door to ensure that private therapy sessions can take place;
- ♦ Provide information to South Community reasonably necessary and helpful to enable South Community to provide the Services.
- ♦ Include South Community staff in all meetings and discussions reasonably pertinent to the intervention and/or treatment of a student receiving the South Community services;
- ♦ Work collaboratively and cooperatively with South Community staff to assist with the provision of the Services of the students and their caregivers and to resolve issues and situations as they arise;
- ♦ Assign an EATON COMMUNITY SCHOOLS building staff to serve as liaison to South Community to address any issues and to monitor EATON COMMUNITY SCHOOLS' performance under this Memorandum of Agreement;
- ♦ Permit parents to attend onsite counseling appointments as jointly determined by the therapist and school administrator;
- ♦ Set the initial appointment and encourage the parent's participation in the initial appointment;

- ♦ Have a parent/legal guardian sign consent and releases allowing communication with South Community staff and school personnel;
- ♦ Participate in meetings with South Community in regards to work flow, referrals, and any other issues.

**South Community will:**

- ♦ At a minimum provide five (5) full-time licensed mental health professional staff to provide the services to students at the designated school. The South Community staff member assigned to perform the Services will provide services on days and during hours mutually agreed upon with EATON COMMUNITY SCHOOLS Schools;
- ♦ Consult and collaborate with EATON COMMUNITY SCHOOLS personnel when appropriate to ensure appropriate care to students consistent with HIPAA Confidentiality Laws, FERPA and policies of South Community;
- ♦ Attend all scheduled meetings that will aid in the provision by South Community of appropriate and effective services to students;
- ♦ Work collaboratively and cooperatively with EATON COMMUNITY SCHOOLS school personnel to ensure the provision of appropriate, quality and effective Services;
- ♦ South Community's Program Manager will serve as a liaison between EATON COMMUNITY SCHOOLS and South Community to address any issues in connection with the Services;
- ♦ South Community's Program Director will monitor South Community's performance under this Memorandum of Agreement;
- ♦ Confirm Medicaid Eligibility;
- ♦ Participate in meetings in regard to work flow, referrals or other issues.
- ♦ Have a parent/legal guardian sign release allowing communication with South Community staff and school personnel;
- ♦ May travel to the home to ensure communication and necessary documentation is completed.

**OUTCOMES/EVALUTION**

The parties will periodically evaluate the agreement and the Services during the Term so that data-driven decisions, programming and provisions of the agreement can be modified as needed, to improve service, student outcomes and continuation into the 2022-2023 school year.

**INSURANCE:**

Both parties agree to maintain their own professional insurance as necessary and in such amounts necessary to protect their interests.

## TERMINATION

This MOU may be terminated by either party giving sixty (60) working days written notice to the other. This agreement may be renegotiated at anytime by mutual agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this 14<sup>th</sup> day of June, 2022

Signatures for South Community Inc. and for Eaton Community Schools:

*S. Carter*  
Chief Executive Officer  
South Community Inc.

6-14-22  
Date

\_\_\_\_\_  
Superintendent  
Eaton Community Schools

\_\_\_\_\_  
Date





## Performance Based Agreement



### PERFORMANCE BASED AGREEMENT BY WAIBEL ENERGY SYSTEMS

PROPOSAL FOR  
**Matt Robbins**  
**Eaton Community Schools**  
304 Eaton Lewisburg Rd.  
Eaton, Ohio 45320

OUR OFFICE  
**Waibel Energy Systems**  
815 Falls Creek Drive  
Vandalia, OH 45377

DATE  
June 21, 2022

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WAIBEL PERFORMANCE BASED AGREEMENT

## Executive Summary

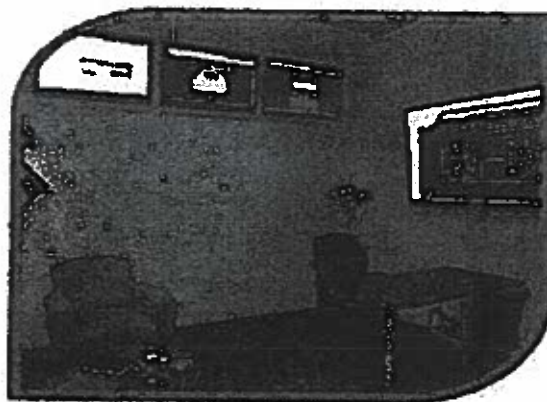
Thank you for considering Waibel Energy Systems (WES) as your Building Services partner. We are committed to working with you to help ensure that your building serves the needs of your organization effectively and efficiently. The details of that commitment are outlined in the following pages.

A WES "Performance Based Service Agreement" (PSA) provides a detailed program to enable you and your personnel to manage your energy spend. We also look to help reduce operational costs as specified in the scope of the Agreement. The Agreement assures that energy consumption reduction strategies are developed and deployed on schedule, allowing you to accurately budget and control costs. Comfort and reliability are never taken for granted; it is expected and Waibel understands and delivers. Energy efficiency and comfort can go hand in hand.

A WES "Performance Based Service Agreement" delivers value with optional Performance Based Services. This is also a great way to help fund capital improvements with savings through a multi-year service agreement. Your building systems are continuously collecting data from your systems that will be streamed into reports to provide insight into the overall system performance of your building(s). Based on a professional analysis of the report's findings, we can demonstrate opportunities for improvement, and recommend actions to help you achieve performance objectives for energy usage, operational efficiency, environmental impact, air quality and more.

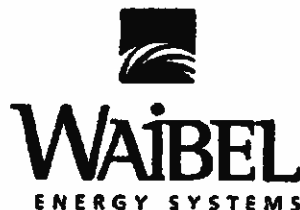
Additionally, as a Waibel Energy Systems customer you can count on:

- ☑ **Priority Response** – As a WES Performance Based Agreement customer, you will have service priority, above time and materials customers.
- ☑ **Advanced Diagnostics** – WES applications and technologies equip technicians to analyze system performance and make actionable recommendations.
- ☑ **Waibel Service Delivery** – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ **Dedicated Waibel Energy Team** – A local energy team consisting of an Account Manager, Certified Energy Engineer Manager, and one or more Service Technicians, all of whom will be familiar with your requirements and your facilities.



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#### WAIBEL PERFORMANCE BASED AGREEMENT

In addition to financial value, when you partner with Waibel Energy Systems you can expect:



#### Superior Service Delivery

**Priority Response** – As a Performance Based Agreement holder you will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

**Automated Scheduling System** - WES utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed.

**Waibel's Service Delivery Process** ensures consistent quality through:

- Uniform service delivery,
- Pre-job parts planning,
- Documented work procedures,
- Efficient and economical delivery of services, and
- Emphasis on Safety & Environment.



#### Knowledge Transfer

**Documentation** - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Each WES technician will complete their work order and documentation electronically to capture the details for future records and accuracy.

**Operational System Optimization** – The WES team will work together to review operating sequences and practices for the systems and equipment covered by the Agreement and advise you of operational improvement opportunities.

**Training for Facility Staff** - Concurrent with annual start-up, your WES technician will offer instruction to your staff on proper operation of systems and equipment covered by the Agreement.



#### Health and Safety

**Safety Management Program with Safety Coordinator** - Our Safety Coordinator manages the Safety Management Program which includes monthly safety training for all WES field personnel, jobsite audits, technician job safety analyses, and other key risk assessments and control strategies. A Safety Committee focuses on any safety issues that might arise and addresses them companywide.

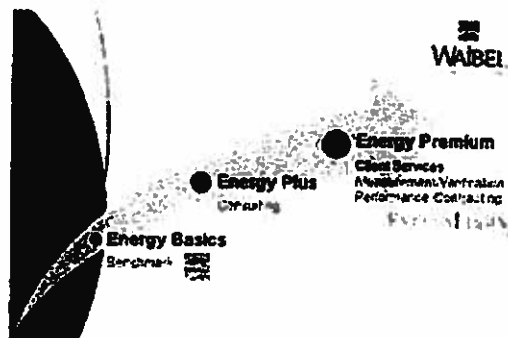
**Drug-Free Workplace** – WES maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.

**Security/Background Checks** – Our Field Associates wear and display a photo identification badge. All Field Associates are FBI Background checked and their credentials are on their badge as well.



#### Environmental Management

**Refrigerant Policy** - WES practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.



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**Refrigerant Management Program** - WES maintains and uses the Trane Refrigerant Management Software (RMS) to capture, manage and report refrigerant activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, WES prints a report from RMS of all refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by WES technicians for each piece of equipment and can be used to satisfy reporting requirements.

**Oil Disposal** - WES removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

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## Services Waibel Can Provide Your Organization

Below is a list of services Waibel provides to its customers. This is not an exhaustive list but contains some of the services provided on a regular basis.

### **HVAC Services**

Preventative Maintenance  
Full/Select Maintenance  
Predictive Maintenance/Testing  
Infrared Scanning  
Laser Alignment – Pumps  
Coil Cleaning & Tube Brushing  
Eddy Current Testing  
Water Treatment  
Combustion Analysis  
Refrigerant Monitoring  
Safety Inspections on Equipment  
Strainer Cleaning  
Warranty Renewals  
Overhauls and Intellipak Refresh  
Air and Water Balancing  
Glycol Concentration Test  
Lithium Bromide Analysis  
Oil Analysis  
Pressure Testing  
Vibration Analysis  
Retrofits  
Air Compressors  
Cooling Tower – Rebuild  
Fan Balancing

### **Commercial Plumbing Services**

Plumbing System Inspections  
Piping  
Backflow Preventer Testing/Repair/Replacement  
Repairs Without Shutting Off Water  
Water Temperature Assessment  
Hot Water Boiler Inspections  
Bottle Filler Water Fountains  
Hands Free Faucets and Toilets  
Sensors – Battery Replacement

### **HVAC New Equipment**

New Equipment Installs – Design Build  
Evapco Cooling Tower  
Calmac Ice Tanks  
Lakor Water Separator/Filtration  
Computer Room Cooling Equipment  
Mitsubishi VRF

### **Security**

Building Access Controls  
Security Cameras and Software  
Body Cameras  
Alphone Access  
Emergency Solutions

### **HVAC Parts**

Replacement Parts  
Filters/Belts  
UV-C and Bipolar Ionization Units  
HALO Smart Sensor  
Uninterruptible Power Supply Units

### **Healthy Building Services**

Ventilation  
Purification  
Surface/Air Disinfection  
Filtration  
Indoor Air Quality

### **Building Automation Controls**

Non-proprietary Tridium Controls  
BuildingLogiX Building Analytics  
Energy Assessments  
BAS Monitoring  
Performance Based Service Agreements  
Integration of most manufactures' systems

### **Other Services**

Lighting Upgrades  
Engineering Services  
Facility Services  
Capital Planning

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## Equalis Group & Cooperative Council of Governments

Under this agreement, WES has agreed to quote your organization utilizing the Equalis Group contract pricing. Any identified major repairs outside of the scope of this project can also be priced using Equalis Group pricing. This is a recognized government purchasing cooperative and your organization can reduce the cost of goods and services by leveraging the purchasing power of public agencies in the state of Ohio. It is easy and FREE to become a member.

Equalis Group partners with Lead Agencies in this case Cooperative Council of Governments to conduct rigorous and transparent competitive public sector procurement processes for critical products and services. Winning suppliers, distributors, and/or manufacturers are selected based on both qualitative criteria and pricing. The Lead Agencies then establish compliant publicly procured Master Agreements with these winning vendors that feature better pricing and improved contract terms and conditions for Equalis Group members.

CCOG is a regional council of governments and political subdivision formed under Section 167 of the Ohio Revised Code. It is a 501 (c)3 nonprofit organization. CCOG was established in 2013 for the express purpose of (a) improving Equalis Group members' operations, reducing their costs, and increasing their efficiencies to augment their capacity to better serve their constituents and customers, and (b) developing and operating as a collective purchasing and service organization to enable Equalis Group members to obtain competitive terms from vendors and service providers by utilizing the combined purchasing power of all Equalis Group members. CCOG is governed by a Board of Directors comprised of senior public officials from Cuyahoga County Public Library (the nation's top-ranked public library system serving a population of at least 500,000 people for more than 10 years in a row), Kenston Local Schools (one of Ohio's highest-ranked public school districts), and the City of Solon (one of the top-ranked cities in Ohio).

### Who Can Use Purchasing Cooperative Agreements

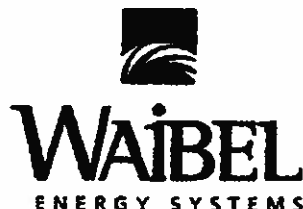
There are over 80,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize cooperative purchasing agreements. These include, but are not limited to the following agency types:

- School districts (including K-12, Charter schools, and Private K-12)
- Higher education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, counties, and any local government
- State agencies
- Healthcare organizations
- Church/Religious
- Nonprofit corporation

***"The Way Buildings Work Better"***

*Performance Based Service Agreement*

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## Our Team

### **Account Manager – Paul Hawkins**

Employed by WES, this person works as a liaison with your designated administrator or staff member to assure overall satisfaction and effectiveness of work performed. The Account Manager will help facilitate all pricing requests for any additional contract work. All work can be quoted at Equals Group and/or NCPA pricing.

### **Service Team Leader – Steve Bates**

Employed by WES, this person functions with our on-site personnel and our inside operations team. This provides a higher level of customer service when it comes to scheduling, invoicing, and asset tracking records plus a lot more. This important role will coordinate all proactive service and follow-up on any reactive action required to ensure we maintain the highest level of service.

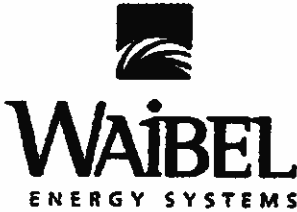
### **Energy Manager – Nathan Lammers**

Employed by WES, the Energy Manager is tasked with working with the District to maintain and improve success. To do this, energy use and building controls will be remotely analyzed on a real-time basis; any discovered system inefficiencies will be acted on quickly. Additionally, energy use will be reconciled quarterly and reported to the District along with recommendations and plans for continuous improvement. Finally, the Energy Manager is available to help evaluate third party energy programs.

### **HVAC/Controls Technician – Pete Micheal**

Employed by WES, the HVAC/Controls Technician is tasked with working with the District to complete on-site work in a timely and professional manner following the scope of services within this agreement. The technician will be fully knowledgeable about your facility and will be proactive with bringing any issues to your attention.

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## Scope of Service

- 1) **Scheduled/Preventative Maintenance**
  - 2) **List of Equipment and Services**
  - 3) **Energy Services/Client Services & Controls**
  - 4) **Additional Services/Information**
  - 5) **Warranty Information**
  - 6) **Pricing & Acceptance**
- 

### 1) **Scheduled/Preventative Maintenance**

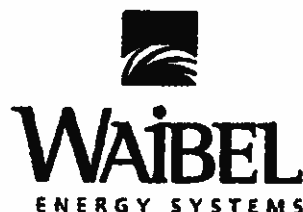
This is Scheduled Services based on our standards developed from years of experience. These scheduled site visits include specific assigned tasks to be performed. Please refer to the covered equipment list with assigned tasks and frequencies to be performed, tracked and logged for good record keeping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

#### **Scheduled/Preventative Maintenance (Complete System Logs)**

- On-site inspections of all listed HVAC and controls equipment
- 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
- Written reports and logs on all equipment
- 24 Hour emergency service is included

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

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

#### **Waibel Energy Systems shall:**

- a) Establish your Energy Baseline
- 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
- e) Provide behind the scenes monitoring of your system,
- f) Provide Semi-annual 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 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 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.

#### **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.

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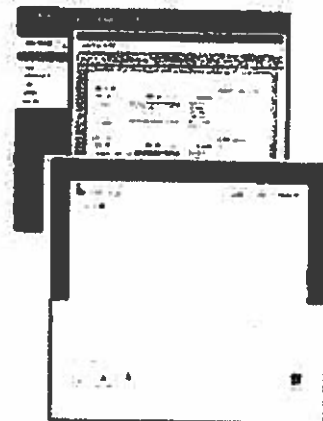




### **Client Services**

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 backups



### **Energy Savings and Controls Visit**

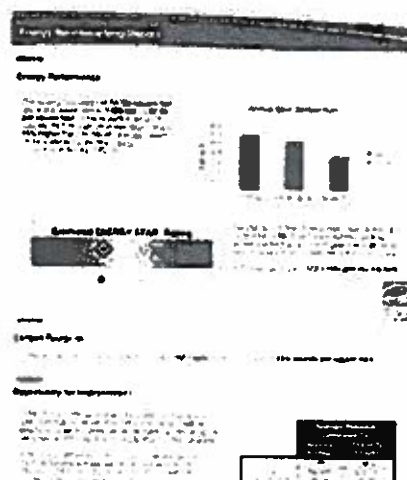
- (2) On site Visits by our Controls Service Team
- (2) On Site Control Visits (Utilizing reports and analytics)
- Each visit will consist of visual and functional testing including:
  - Comfort performance issues identified
  - Energy Savings Measures
  - End device and sensor adjustments/calibrations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

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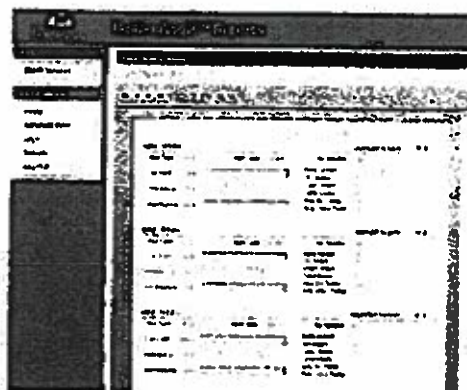
### Proactive Monitoring With Quarterly Energy Reports

- 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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#### 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 Mechanical Labor Rate is 28% off our published street rate, and Preferred Control Labor Rate is 22% 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		7/2022-6/2023
Total		\$22,325
Quarterly Cost		\$5,581.25

#### ACCEPTANCE

Proposal Submitted By:

Submitted by: Matt Musselman

Title: Account Manager

Company: Waibel Energy Systems

Date: 6/21/2022

Proposal Accepted By:

Authorized by: \_\_\_\_\_

Title: \_\_\_\_\_

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

PO Number: \_\_\_\_\_

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## STANDARD TERMS AND CONDITIONS

The following terms and conditions are an integral part of the agreement between the named customer, ("Customer"), and Waibel Energy Systems, Inc. and/or any of its affiliated entities ("WES") (Customer and WES shall be collectively referred to herein as the "Parties"), and, together with a fully executed Proposal, Purchase Order or any other written form of agreement between the Parties, shall constitute the "Contract," which supersedes all prior negotiations, representations or agreements, either written or oral, or any other understanding, and are only subject to change and/or modification as provided for herein.

**The Work.** The term "Work" means the Scope of Services, in whole or in part, as defined and/or identified in the Contract, which further includes any labor, material, services or other items added through a change or modification as provided for herein.

**The Property.** The terms "Property" or "Work Site" shall mean the location where the Work is to be performed pursuant to the Contract, including any change or modification as provided for herein.

**Contract Price & Taxes.** The Contract Price includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the effective date of the Contract, but only for equipment and material installed by WES. Additional equipment sold on an uninstalled basis and any taxable labor do not include sales tax and such taxes will be added to the Contract Price.

**Exclusions from Work.** WES' obligations under the Contract are limited to the Work as defined in the Proposal, Purchase Order or other written form of agreement and do not include upgrades and/or requirements to comply with the Americans with Disabilities Act or any other law or building code(s), unless specifically agreed to in the Contract or through a written change or modification as provided for herein. Absent such agreement, all Customer equipment, mechanical systems and/or other property will be serviced as is pursuant to the Contract.

**Performance Procedures.** WES shall supervise and direct the Work using its best skill and attention and shall have exclusive control over the means, methods, techniques, sequences, and procedures to perform the Work.

**Payment Terms.** Customer shall pay WES' invoices within net thirty (30) days of the invoice date. WES may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or offsite and may make progress. No retention shall be withheld from any payments. WES accepts checks, ACH or wire transfers as acceptable payment; WES reserves the right to offset direct expenses incurred via an assessed fee to customers using alternative payment methods such as credit cards, accounts payable services or similar methods that result in a reduced amount realized by WES. If payment is not timely received as required, WES, upon providing written notice and Customer's failure to deliver payment to WES within two business days thereafter, may suspend performance of the Work and, further, will be entitled to additional costs, if any, arising from any subsequent acceleration in its performance or other impacts/costs arising from the suspension of the Work. All amounts outstanding 10 days beyond the due date are subject to a service charge equal to 1.5% (18% per annum) of the principal amount due or the maximum allowable legal interest rate, whichever is greater, retroactive to the due date, and such charge will continue on a monthly basis on all late, unpaid invoices until paid current. Customer shall pay all costs (including attorneys' fees) incurred by WES in attempting to collect amounts due and otherwise enforcing these terms and conditions.

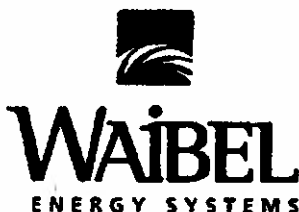
**Time for Completion.** Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable efforts to meet such estimated dates, WES shall not be responsible for any damages for its failure to do so.

**Access.** WES and/or its subcontractors shall be provided access to the Property during regular business hours or such other hours as may be requested by WES and acceptable to Customer for the performance of the Work, including sufficient areas for staging, mobilization, and storage. WES' access to the Property to evaluate and address any emergency condition shall not be restricted.

**Changes to the Work.** Additional Work may be requested by Customer or proposed by WES, but WES' performance of such additional Work is strictly conditioned upon a mutually agreed Change Order, Purchase Order, Work Order or other written modification executed by the Parties (collectively referred to as a "Change Order"). Each Change Order shall consist of a written instrument which includes an agreement on: 1) the specific scope of the change in the Work; 2) the amount of compensation for the change; and, 3) any additional terms that may be necessary and appropriate. Absent a mutual agreement on the scope and cost of the Change Order which has been fully executed by the Parties, WES shall not have any obligation to perform such additional Work requested by Customer; provided, however, in the event of an emergency condition which requires immediate remedial repairs in advance of an executed Change Order or other exigent circumstances, WES shall be entitled to recover its actual costs for labor, materials, equipment and other items, and profit and overhead equal to 30% of such costs.

**Permits and Governmental Fees.** To the extent applicable to the Work and/or changes to the Work, WES shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work, which are legally required when bids from WES' subcontractors are received, negotiations thereon concluded, or the effective date of a

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relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments, and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities.

**Utilities for Performance.** Customer shall provide without charge all water, heat, and utilities required for performance of the Work.

**Concealed or Unknown Conditions.** In the performance of the Work, if WES encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in the construction/installation activities of the type and character as the Work, WES shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in WES' cost to perform any part of the Work, WES shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the cost to be paid to WES.

**Asbestos and Hazardous Materials.** The Work and other services in connection with the Contract expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by WES, there are no Hazardous Materials on the Work site that will in any way affect the performance of the Work and Customer has disclosed to WES the existence and location of any Hazardous Materials in all areas within which WES will be performing the Work. Should WES become aware of or suspect the presence of Hazardous Materials, WES may immediately stop work in the affected areas and shall timely notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by WES. WES shall be required to resume performance of the Work in the affected areas only in the absence of Hazardous Materials or when affected area has been rendered harmless. In no event shall WES be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**Force Majeure.** If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, or explosions, the Contract shall at WES' sole election: 1) remain in effect but WES' obligations shall be suspended until the uncontrollable event terminates; or, 2) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay WES for all Work performed through the date of termination.

**Customer's Default.** Each of the following events or conditions shall constitute a Default by Customer and give WES the right, without limitation to other remedies, to terminate the Contract by delivery of written notice declaring termination, upon which event Customer shall be liable to WES for all Work performed to date and all damages sustained by WES (including lost profit and overhead): 1) Any failure by Customer to pay amounts due more than thirty (30) days after the due date of the invoice; or, 2) Any failure by Customer to perform or comply with any material provision of the Contract which restricts the ability of WES to reasonably perform the Work.

**Indemnification.** WES and Customer shall indemnify and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of the Contract. Neither Party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the negligence or misconduct of the other party. If the Parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**Limitation of Liability.** NOTWITHSTANDING ANY PROVISION OR REPRESENTATION BY EITHER PARTY TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST REVENUE OR PROFITS, BUT EXCLUDING PROFIT AND OVERHEAD EARNED BY WES DURING THE PERIOD OF ITS PERFORMANCE AND/OR PROFIT AND/OR OVERHEAD THAT WES WOULD HAVE EARNED THROUGH FULL PERFORMANCE BUT FOR CUSTOMER'S DEFAULT), OR PUNITIVE DAMAGES, AND IN NO EVENT SHALL WES BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.

**Workmanship and Equipment Warranty.** WES warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), WES equipment installed hereunder and Work (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in WES catalogs and bulletins; substantial completion shall be the earlier of the date that the Work is sufficiently complete so that Customer can utilize the Work for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, WES will correct the defect or furnish replacement equipment (or, at its option, parts therefore) and, if said equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to

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this warranty. No liability whatsoever shall attach to WES until said equipment and Work have been paid for in full and then said liability shall be limited to WES cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment and/or parts that are not manufactured by WES are not warranted by WES and have such warranties as may be extended by the respective manufacturer. WES warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by WES, improper operation, or normal wear and tear under normal usage. WES shall not be obligated to pay for the cost of lost refrigerant. WES equipment sold on a supply basis is warranted in accordance with WES standard warranty for supplied equipment. THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. WES SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

**Insurance.** Upon request, WES will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under WES insurance policy, WES will do so but only to the extent of WES indemnity assumed under the indemnity provision contained herein. WES does not waive any rights of subrogation.

**Termination of Contract.** WES may terminate the Contract by written notice to Customer if the Work and/or its performance is stopped for a period of 30 consecutive days through no act or fault of WES, its agents or employees, or upon Customer's default as provided herein. Customer may terminate the Contract if WES fails and refuses to substantially perform its obligations under the Contract, without basis, but only if WES fails to cure such failure within five business days after Customer delivers written notice to WES. The Parties also have the right to terminate the Contract for Convenience upon 90 days' notice, and in such event WES shall be entitled to payment for all Work performed through the date of termination.

**Claims and Disputes.** A claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money or other relief with respect to the terms of the Contract. The responsibility to substantiate a Claim shall rest with the party making the Claim. The Parties shall endeavor to resolve all Claims through informal discussions. To the extent informal discussions do not result in a resolution, then the Claim shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Contract. If mediation is unsuccessful, the Parties agree to binding arbitration as the sole method for binding dispute resolution, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Contract. A demand for arbitration can be made by either party concurrently with a request for mediation, and if mediation does not take place within 90 days after the request is made, the arbitration may, at the sole discretion of the party that demanded arbitration, proceed regardless of the status of mediation.

**Applicable Law.** This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of Ohio. Except as may be mutually agreed upon by the parties or as noted under "Claims & Disputes" above, Montgomery County/Ohio courts shall have exclusive jurisdiction over all matters arising in relation to this Agreement, and each party accepts the jurisdiction of such courts.

**Assignment.** Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of WES. In that event, the Contract shall be binding upon and inure to the benefit of Customer's permitted successors and assigns.

**Complete Agreement.** This Contract constitutes the entire agreement between the Parties. This Contract may not be amended, modified, or terminated except by a writing signed by the Parties hereto. No documents shall be incorporated herein by reference except to the extent WES is a signatory thereon.

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**AGREEMENT  
BY AND BETWEEN STRATEGIES FOR BEHAVIOR MANAGEMENT:  
CONSULTING AND COUNSELING, LLC and  
EATON COMMUNITY SCHOOLS**

THIS AGREEMENT is entered into on July 7, 2022, by and between Strategies for Behavior Management: Consulting and Counseling, LLC located at 4471 Linchmere Dr. Dayton, OH 45415 (hereinafter referred to as "STRATEGIES") and Eaton City Schools (hereinafter referred to as "ECS"). Collectively, STRATEGIES FOR BEHAVIOR MANAGEMENT and EATON COMMUNITY SCHOOLS shall be referred to as the "PARTIES." This Agreement shall remain in effect until either party has changes to make or agree to terminate the agreement.

WHEREAS Eaton Community Schools desires to obtain the services of Strategies for Behavior Management to provide behavior support and skill building,

WHEREAS, STRATEGIES desires to provide the desired services; and

WHEREAS, STRATEGIES wishes to use any recorded video footage or pictures of STRATEGIES performing the desired services to educate, market, and promote the services to parents, teachers, families, schools, boards of developmental disabilities, medical centers, and similar organizations;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**Section I. Services Offered**

Eaton Community Schools will contract with Strategies for services ("Services Rendered") including:

- Behavior support services and summer school hours/programming for a student who receives special education services to assist with adjusting to placement at Montgomery County Educational Service Center (MCESC) Learning Center West.
- Behavior support services will continue to focus on use of regulation strategies and active problem solving.
- Behavior support services will be provided in July and August as part of Extended School Year Services (ESY) not to exceed 8 direct services hours total.
- Behavior support services will be provided in August, September, and October as part of home instruction services, which was accrued (20 hours total) but not serviced by the district during the 2021-22 academic year, and not to exceed 21 hours direct service total.

**Section II. Relationship of Parties**

- A. STRATEGIES employees/contracted services shall in no way be considered employees of ECS for any purpose including, but not limited to, retirement benefits, worker's compensation, unemployment compensation, health insurance, or other benefits.
- B. Consultants or other personnel engaged by STRATEGIES shall at all times act and perform as employees or independent contractors of STRATEGIES. ECS has an interest only in the results to be achieved. Responsibility for the conduct and control of the individuals performing the Services Rendered, as they are described in this Agreement, shall lie solely with STRATEGIES and its employees.

### **Section III. Confidentiality**

ECS understand(s) and agree(s) that all data and other related information acquired in the course of the performance of this Agreement are the exclusive property of STRATEGIES. STRATEGIES shall use its best efforts to maintain the confidentiality of all data and other related information furnished by ECS. The obligation to maintain confidentiality shall survive termination or completion of this Agreement.

- A. **Compliance with Laws.** Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of the Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any statutory or regulatory requirements, and the nature of such violation, to enable the non-violating parties to take prompt corrective action. Each party agrees that the other parties shall have the right to automatically terminate the Agreement in the event any other party fails to comply with this provision or has violated any other material term of the Agreement.
- B. **Compliance with Health Insurance Portability and Accountability Act.** STRATEGIES specifically agrees not to disclose any information obtained performing the services set forth in the Agreement without the express prior written informed consent of the individual authorized to release such records. Specifically, with respect to individual-specific protected health information, STRATEGIES agrees at all times to retain the confidentiality of any individual-specific information made available to or generated by through the course of this Agreement. STRATEGIES shall appropriately safeguard protected health information made available to, or obtained by, STRATEGIES through the course of this Agreement. Without limitation to the obligations of STRATEGIES otherwise set forth in this Agreement, or imposed by applicable law, STRATEGIES agree to comply with any applicable requirements of law relating to protected health information and, with respect to any tasks or other activity STRATEGIES performs.

### **Section V. Use of Audiovisual Recordings**

- A. The parties may make audiovisual recordings of STRATEGIES providing Services Rendered. Any party seeking to use such recordings must secure a signed release authorizing the use of such recordings.
- B. It is understood and agreed that no party shall use any audiovisual recordings unless a release is signed, and under no circumstances will a recording be used for any purpose other than the uses specifically authorized within a signed release.



- C. In the event that any party receives notice that any person has rescinded their permission for any party to use any recorded materials, it is incumbent upon the party receiving such notice to provide written notice of the same to all other parties to this Agreement. Notice shall be provided in manner described in Section X of this Agreement.
- D. Under no circumstances shall any party use any audiovisual recordings of any person who has not given written consent to use the recordings or who has rescinded his/her/their consent for the use of such recordings.
- E. STRATEGIES agrees to indemnify and hold harmless ECS for any and all claims, liabilities and/or damages arising out of or relating to STRATEGIES's use of audiovisual recordings under this Agreement.

**Section VI. Funding, Billing, and Payment**

- A. The cost structures are identified in Exhibit 1.
- B. STRATEGIES shall present an invoice to ECS on a bimonthly basis. ECS agrees to pay within 14 days of receipt of invoice.

**Section VII. Dispute Resolution**

STRATEGIES shall respond in a timely manner to any deficiencies or complaints made by ECS for services described herein.

**Section VIII. Termination/Amendment/Addendum**

- A. Any party may cancel this Agreement at any time with thirty (30) days written notice sent by certified mail, return receipt requested, to the other parties.
- B. This Agreement may be amended by mutual agreement of the parties.
- C. The Parties may collectively agree to attach an addendum to this Agreement. The terms and provisions of any addendum shall supersede any other conflicting or inconsistent terms and provision in this Agreement, including all exhibits or attachments thereto and all documents incorporated therein by reference.

**Section IX. Employment Opportunity**

In accordance with STRATEGIES's policies against discrimination, no person shall be illegally excluded from employment, participation in, or be denied the benefits of, the programs which are subject to this contract on the basis of race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), genetic information, military status or veteran status.

**Section X. Notices**

All notices or other communication shall be in writing with respect to this Agreement and shall be effective upon receipt if personally delivered, or 3 days after being deposited in the United States mail, properly stamped and addressed as follows:

If to STRATEGIES FOR BEHAVIOR MANAGEMENT CONSULTING AND COUNSELING, LLC:	Diana Holderman Owner Strategies for Behavior Management: Consulting and Counseling, LLC 4471 Linchmere Drive Dayton, OH 45415
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If to ECS:	Aaron Horton, PhD, NCSP, NCC Eaton Community Schools ahorton@eaton.k12.oh.us
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**Section XI. Miscellaneous**

- A. Should any administrative or judicial officer or tribunal of competent jurisdiction deem any portion of this Agreement unenforceable, the balance of this Agreement shall remain in full force and effect unless amended or terminated pursuant to Section IX of this Agreement.
- B. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and any other agreement, statement, or promise relating to the subject matter of this agreement that is not contained herein shall not be valid or binding.
- C. At all times, the relationship of the parties shall be as independent organizations and individuals.
- D. Neither this contract nor any duties or obligations hereunder shall be assignable by any party without the prior written consent of the other parties.
- E. No party shall be liable to the other in the event that circumstances or events beyond that party's reasonable control (a Force Majeure Event) prevents, restricts, or interferes with that party's performance of its obligations under this Agreement, so long as the affected party notifies the other party when the Force Majeure Event occurs and uses its best efforts to resume performance promptly after the Force Majeure Event.
- F. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

THE PARTIES EXECUTE THIS AGREEMENT ON THE 7TH DAY OF JULY 2022.

**STRATEGIES FOR BEHAVIOR MANAGEMENT  
CONSULTING AND COUNSELING, LLC**

By: \_\_\_\_\_  
Diana Holderman, Owner

and

## EATON COMMUNITY SCHOOLS

By: \_\_\_\_\_  
Jeff Parker, Superintendent, Eaton Community Schools

### Exhibit 1

STRATEGIES FOR BEHAVIOR MANAGEMENT will provide EATON COMMUNITY SCHOOLS a bi-monthly invoice that lists the services rendered that occurred over the previous two weeks and costs to be reimbursed.

### Cost Structure

Type of Expense:	Expense Includes:	How Billed:
Behavior Support / school re-entry program for MB	Individual observations and strategy development Direct service – school transition program Individual skill building. Parent coaching Written materials/reports Team communications – phone or email Others as requested	\$ 465.45 per each two hour direct service visit  Mileage accrued while with MB will be billed at IRS rate of .59/mi  \$150/hr for each additional hour of direct service support - i.e. If we'd have a 3 hour visit/session  \$80/hr for meeting attendance, requests for written materials, email correspondence



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	COLLEGE CREDIT PLUS PROGRAM
Code	po2271
Status	
Adopted	October 12, 2015
Last Revised	January 6, 2022

## 2271 - COLLEGE CREDIT PLUS PROGRAM

The Board of Education recognizes the value to students and to the District for students to participate in programs offered by accredited colleges and universities in Ohio.

The Board will approve participation by students who apply to the participating college or university ("institute of higher education" or "IHE") and meet the IHE's and relevant academic program's established standards for admission, enrollment, and course placement. Participating students will be eligible to receive secondary credit for completing any of these programs. To be eligible, students must be in seventh, eighth, ninth, tenth, eleventh, or twelfth grade and must either be remediation-free in one of the assessments established under R.C. 3345.061(F), or meet an alternative remediation-free eligibility option as defined by the Chancellor of Higher Education in consultation with the superintendent of public instruction. Students who participated in the College Credit Plus program before September 30, 2021 and who qualified to participate in accordance with prior law by scoring within one standard error of measurement below the remediation-free threshold for one of the required assessments and having a cumulative high school grade point average of at least 3.0 or alternatively receiving a recommendation from a school counselor, principal or career technical program advisor may remain eligible to participate.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus program on its website, including the details of the Board's current agreements with partnering IHEs.

**In addition, under Federal and State law, male students who are eighteen (18) years of age or older and who are classified as an Ohio resident by the public college or university they are attending through the College Credit Plus program are required to be registered with the Selective Service System. Participating male students are required to provide their Selective Service number to the public college or university within thirty (30) days of their 18th birthday. If such students do not submit their Selective Service number, they will not be considered a College Credit Plus participant for that current semester or term and will be responsible for any tuition, textbooks, or fees associated with the classes for which they are enrolled.**

### Underperforming and Ineligible Students

If a student participating in the College Credit Plus Program under the option set forth in R.C. 3365.06 (B) either: A) fails to maintain a grade point average of 2.0 or higher in the college courses taken through the College Credit Plus Program; or B) withdraws from, or receives no credit for two or more courses in the same term, the student will be considered an "underperforming student." If a student maintains underperforming student status for two (2) consecutive terms of enrollment, the student will be deemed "ineligible."

### Probation

Immediately after determining a student has obtained underperforming student status, the Superintendent shall place the student on probation within the College Credit Plus Program, and notify the underperforming student, his/her parents, and each IHE in which the student is enrolled of his/her status. The underperforming student and his/her parents shall also be notified of the following requirements for continued participation in the Program while on probation:

- A. The student shall only enroll in one (1) college course during any term.
- B. The student shall refrain from enrolling in a college course in the same subject as a college course in which the student earned a grade of "D" or "F" or for which the student received no credit.
- C. If the student had registered for more than one (1) college course for the next term prior to being placed on probation, the student shall request each IHE in which he/she is enrolled to dis-enroll the student from those courses that conflict with the terms of his/her probationary status.
  - 1. If a student elects to remain enrolled in one (1) course for the next term, he/she shall inform the IHE of the course in which the student would like to remain enrolled.
  - 2. If the student fails to dis-enroll from any courses that conflict with his/her probationary status, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the student shall be deemed an ineligible student and dismissed from the program for the next term in accordance with the dismissal procedures set forth below.
- D. If a student takes a course after being placed on probation and such course raises the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be removed from probation. The student may participate in the Program without restrictions unless he/she is declared to be an underperforming student again.
- E. If a student takes a course after being placed on probation and such course does not raise the student's cumulative grade point average to 2.0 or higher in the college courses taken through the College Credit Plus Program, the student shall be dismissed from the Program in accordance with the dismissal procedures set forth below.

#### **Dismissal**

If a student is deemed ineligible to participate in the College Credit Plus Program, he/she will be dismissed from the Program. The Superintendent shall notify the ineligible student, his/her parents, and each IHE in which the student is enrolled of his/her dismissal. The ineligible student and his/her parents shall also be notified that the student shall not take any college courses through the Program following his/her dismissal.

If the student had registered for more than one (1) college course for the next term prior to being dismissed from the Program, the student shall request each IHE in which he/she is enrolled to dis-enroll the student from the Program.

If the student fails to dis-enroll following his/her dismissal from the Program, the Superintendent shall immediately notify the student and his/her parents that the student shall assume responsibility for any and all tuition, fees, and costs for textbooks for any courses from which the student was required to dis-enroll. In this notification, the student and his/her parents shall also be advised that the Superintendent shall extend/continue the student's dismissal from the Program for an additional term.

#### **Reinstatement**

Following one (1) term of dismissal, a student may submit a request to the Superintendent to be reinstated to the College Credit Plus Program. Summer shall only be counted as a term if the student is enrolled in one (1) or more high school courses during the summer. Upon receipt of the reinstatement request, the student's full high school and college academic record will be reviewed to determine whether the student has achieved academic progress and whether s/he will be reinstated on probation or without restriction.

**Reinstatement on Probation:** In order to be reinstated to the College Credit Plus Program on probation, the student must meet the following academic progress criteria:

- A. Limited to one (1) CCP Course if their cumulative GPA is below 3.0.
- B. Passing performances in all classes.
- C. In good standing for all graduation requirements including end of course exams points and grade level credits

**Reinstatement without Restriction:** In order to be reinstated without any restrictions, the student must meet the following academic progress criteria:

- A. Passing performances in all classes.
- B. In good standing for all graduation requirements including end of course exams points and grade level credits
- C. Cumulative GPA is 3.0 or higher in all classes.

If the student fails to demonstrate academic progress as defined above, the Superintendent shall extend/continue the student's dismissal for an additional term(s). During the dismissal period, the student shall remain ineligible to participate in the College Credit Plus Program until academic progress is achieved.

### **Appeals**

Any student who is dismissed from the College Credit Plus Program or prohibited from taking a course in which the student earned a grade of "D" or "F" or for which the student received no credit, may appeal the decision to the Superintendent. The appeal must be filed within five (5) business days after the student is notified of the dismissal or prohibition against taking a course. Upon receiving the appeal, the Superintendent must immediately notify each IHE in which the student is enrolled that the student has filed an appeal.

When reviewing a student's appeal, the Superintendent shall consider any extenuating circumstances separate from the student's academic performance that may have affected or otherwise impacted the student's status in the College Credit Plus Program. After considering such information, the Superintendent may:

- A. allow the student to participate in the Program without restrictions;
- B. allow the student to take a course in which the student earned a grade of "D" or "F" or for which the student received no credit;
- C. allow the student to participate in the Program on probation; or
- D. maintain the student's dismissal from the Program.

The Superintendent shall issue a decision on the student's appeal within ten (10) business days after the date the appeal is filed. The Superintendent's decision shall be final, and he/she shall immediately provide notification of the decision to each IHE in which the student is enrolled.

- A. If the Superintendent decides to continue the student's dismissal from the College Credit Plus Program, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. The Board shall not be required to pay for such courses.
- B. If the Superintendent fails to issue a timely decision after the date the appeal is made, and the student is enrolled in an Institution of Higher Education, such IHE shall permit the student to withdraw from all courses in which the student is enrolled without penalty. If the decision is issued after the IHE's no-fault withdrawal date, the Board shall be required to pay for such courses.

### **Home-Schooled Students**

If a home-schooled student participating in the College Credit Plus Program is placed on probation or dismissed from the Program, the parent of the student shall be responsible for notifying each IHE in which the student is enrolled of such probation or dismissal.

The Board will provide information about the College Credit Plus Program prior to February 1st to all students enrolled in grades six through eleven and their parents as outlined in AG 2271. The Board will also promote the College Credit Plus Program on its website, including the details of the Board's current agreements with partnering IHEs.

All students must meet the requirements for participating in the College Credit Plus Program outlined in AG 2271.

The Board may deny high school credit for the College Credit Plus Program courses any portion of which are taken during the period of a student's expulsion. If the student has elected to receive credit for course(s) toward fulfilling graduation requirements as well as the College Credit Plus Program credit, that election is automatically revoked for all college courses in which the student enrolled during the college term in which the expulsion is imposed.

When a student is expelled, the Board directs the Superintendent to send written notice of the expulsion to any college in which the expelled student is enrolled under R.C. 3365.03 (College Credit Plus Program) at the time the expulsion is imposed. This notice shall indicate the date the expulsion is scheduled to expire and that the Board has adopted a policy under R.C. 3313.613 to deny high school credit for College Credit Plus Program courses taken during an expulsion. If the expulsion period is later extended, the Superintendent shall notify the college of the extension.

The Board will collect, report, and track program data annually in accordance with data reporting guidelines adopted by the chancellor and the Superintendent of Public Instruction pursuant to R.C. 3365.15.

The Superintendent shall establish the necessary administrative guidelines to comply with State law which will thereafter be properly communicated to both students and their parents. The Superintendent shall also establish guidelines and procedures for the awarding of credit and the proper entry on a student's transcript and other records of his/her participation in a College Credit Plus Program.

Revised 6/11/18

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**Legal**

R.C. 3313.613, 3345.32, 3365.01 through 3365.09

A.C. 3333-1-65.13

"Military Selective Service Act," 62 Stat. 604, 50 U.S.C. App. 453, as amended

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	DRESS AND GROOMING
Code	po5511
Status	
Adopted	October 12, 2015

#### 5511 - DRESS AND GROOMING

The Board of Education recognizes that each student's mode of dress and grooming is a manifestation of personal style and individual preference. The Board will not interfere with the right of students and their parents to make decisions regarding their appearance, except when their choices interfere with the educational program of the schools. ~~The Board authorizes the Superintendent to establish~~

~~The Board authorizes the Superintendent to establish~~ a reasonable dress code in order to promote a safe and healthy school setting and enhance the educational environment. The dress code shall be incorporated into the Student Code of Conduct or Discipline Code.

Accordingly, the Superintendent shall establish such grooming guidelines as are necessary to promote discipline, maintain order, secure the safety of students, and provide a healthy environment conducive to academic purposes. Such guidelines shall prohibit student dress or grooming practices ~~that~~ which:

- A. present a hazard to the health or safety of the student ~~himself/herself~~ or to others in the school;
- B. materially interfere with school work, create disorder, or disrupt the educational program;
- C. cause excessive wear or damage to school property;
- D. prevent the student from achieving ~~the student's~~ his/her own educational objectives because of blocked vision or restricted movement.

Such guidelines shall establish the dress requirements for members of the athletic teams, bands, and other school groups when representing the District at a public event.

The Superintendent shall develop administrative guidelines to implement this policy ~~that~~ which:

- A. designate the principal as the arbiter of student dress and grooming ~~at the building level in his/her building;~~
- B. instruct staff members to demonstrate by example and precept ~~wholesome attitudes toward~~ neatness, cleanliness, propriety, modesty, and good sense in attire and appearance;
- C. ensure that all rules implementing this policy impose only minimum and necessary restrictions on the exercise of the student's taste and individuality;

Students who violate the foregoing rules will not be admitted to class and may be suspended from school.



Legal R.C. 3313.20, 3313.60, 3313.661, 3313.665

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	GRANT FUNDS
Code	po6110
Status	
Adopted	October 12, 2015
Last Revised	June 13, 2016

#### **6110 - GRANT FUNDS**

It is the objective of the Board of Education to provide equal educational opportunities for all District students. Government agencies, as well as foundations, businesses, and individuals, periodically offer both human and material resources to the District that benefits students and the educational program. Therefore, it is the intent of the Board to consider grant proposals and applications for their potential to enhance the educational opportunities, the educational environment, and the physical and mental growth for each student.

The Superintendent shall review new Federal education legislation and prepare proposals for programs s/he deems would be of aid to the students of this District. The Superintendent shall approve each such proposal prior to its submission, and the Board shall approve all grants resulting from such proposals.

The Board regards available Federal funds of aid to local school districts and communities as a public trust. It forbids the use of Federal monies for partisan political activities and for any use that would not be in accordance with Federal regulations and guidelines.

No Federal funds received by the District shall be used to:

- A. develop or distribute materials, or operate programs or courses of instruction directed at youths, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual;
- B. distribute or aid in the distribution by any organization of legally obscene materials to minors on school grounds;
- C. provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or
- D. operate a program of contraceptive distribution in schools.

#### **Grant Proposal Development**

- A. All grant proposals must support at least one (1) District goal or priority.
- B. For projects where grant funds will not cover the entire cost of project implementation, additional fund sources must be identified, documented, and approved during the internal review process.

#### **Grant Proposal Internal Review**

Each grant proposal shall be reviewed and approved by the Superintendent prior to submission to the funding source.

#### **Grant Administration**

- A. The administration of grants will adhere to all applicable Federal, State, local and grantor rules and regulations, including the terms and conditions of the Federal awards, as well as District policies and administrative guidelines.
- B. The Superintendent is responsible for the efficient and effective administration of grant awards through the application of sound management practices.
- C. The Superintendent is responsible for administering grant funds in a manner consistent with underlying agreements, applicable statutes, regulations and objectives, and the terms and conditions of the grant award.
- D. The District, in recognition of its unique combination of staff, facilities, and experience, shall employ internal controls, including the organizational and management strategies necessary to assure proper and efficient administration of grant awards.
- E. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. The Superintendent shall require that each draw of Federal monies be aligned with the District's payment process (whether reimbursement, cash advance or a combination). If funds are permitted to be drawn in advance, all draws will be as close as administratively feasible to the related program expenditures and that, when restricted, such monies are used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Maintenance of Effort (MOE) and Maintenance of Equity (MOEquity) requirements of the Federal program will be met in accordance with the requirements of the specific funded program. The District shall maintain appropriate documentation and records to substantiate compliance or to justify allowable exceptions, exemptions, or waivers.

- F. The Superintendent is authorized to sign related documents for grant administration, including documents required for submittal of grant proposals.
- G. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.
- H. Program reports including but not limited to audits, site visits and final reports shall be submitted to the Superintendent for review and distribution to the Board and other appropriate parties.

#### **Financial Management**

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative guidelines.

The District shall provide for the following:

- A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance ("CFDA") title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.
- B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.
- C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

- 1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award;
- 2. comply with Federal statutes, regulations and the terms and conditions of the Federal award;

3. evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of the Federal award;
4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

E. Comparison of expenditures with budget amounts for each Federal award.

F. Recordkeeping and written procedures to the extent required by Federal, State, local and grantor rules and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:

1. cash management
2. allowability
3. conflict of interest
4. procurement
5. equipment management
6. conducting technical evaluations of proposals and selecting recipients
7. compensation and fringe benefits
8. travel

G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to the Federal awarding agency or pass through agency in accordance with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable, equivalent to such property owned by the District.

#### **Program Income**

Program income means gross income earned by a grant recipient that is directly generated by a supported activity or earned as a result of the Federal award during the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts and interest earned on any of them. Additionally, taxes, special assessments, levies, fines and other such revenues raised by a recipient are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and conditions of the grant authorize a different method, the District uses the deduction method of accounting for program income. Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the Federal awarding agency or pass-through entity.

Legal

**Compliance Supplement for Single Audits of State and Local Governments**

**Applicable laws, regulations and guidance: 34 C.F.R. 75.707, 76.563, 76.565, 76.707**

**2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307**

**2 C.F.R. 200.309, 200.310, 200.313, 200.318-320, 200.343(b)&(e)**

**20 U.S.C. 7906**

Last Modified by Norm Burkhardt on March 27, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	COST PRINCIPLES - SPENDING FEDERAL FUNDS
Code	po6114
Status	
Adopted	June 13, 2016
Last Revised	January 6, 2022

#### **6114 - COST PRINCIPLES - SPENDING FEDERAL FUNDS**

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

##### **Cost Principles**

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal, and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may unjustifiably increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the necessary element beyond its inclusion in the reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. the cost is identified in the approved budget or application;

3. there is an educational benefit associated with the cost;
4. the cost aligns with identified needs based on results and findings from a needs assessment;
5. the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received. This standard is met if the cost: is incurred specifically for the Federal award; benefits both the Federal award and other work of the District and can be distributed in proportions that may be approximated using reasonable methods; and is necessary to the overall operation of the District and is assignable to the Federal award in accordance with cost principles mentioned here.

- B. Conform to any limitations or exclusions set forth in the cost principles in Part 200 or in the terms and conditions of the Federal award, including prohibitions regarding costs incurred for telecommunications and video surveillance services or equipment.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be accorded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to a Federal award as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.
- F. Be representative of actual cost, net of all applicable credits, or offsets.

The term applicable credits refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.
- H. Be adequately documented:
  1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant-funded programs to assure that only permissible personnel expenses are allocated;
  2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

- I. Be incurred during the approved budget period.

The budget period means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which recipients are authorized to carry out authorized work and expend the funds awarded, including any funds carried forward or other revisions pursuant to the law. Prior written approval from the Federal awarding agency or State pass-through entity may be required to carry forward unobligated balances to subsequent budget periods, unless waived.

#### **Selected Items of Cost**

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District, and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

The following rules of allowability must apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the Federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the Federal awarding agency or pass-through entity.

- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the Federal awarding agency, or pass-through entity.
- D. All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.
- E. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR 200.436 and 2 CFR 200.465.
- F. When approved as a direct cost by the Federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- G. If the District is instructed by the Federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

#### Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs, but may not be double charged or inconsistently charged as both.

#### Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; program evaluation costs or other institutional service operations; and infrastructure costs directly attributable to the program (such as long-distance telephone calls specific to the program, etc.). Direct costs may also include capital expenditures if approved by the Federal awarding agency or pass-through entity, as well as capital expenditures for special purpose equipment with a unit cost of less than \$5,000.

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one (1) cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one (1) component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.
2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Ohio Department of Education (ODE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).



Equipment and other capital expenditures are unallowable as indirect costs.

### **Timely Obligation of Funds**

Financial obligations are orders placed for property and services, contracts and subawards made, and similar transactions that require payment. This term is used when referencing a recipient's or subrecipient's use of funds under a Federal award.

The following list illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Performance of work other than personal services - on the date when the District makes a binding written commitment to obtain the work.
- E. Public utility services - when the District receives the services.
- F. Travel - when the travel is taken.
- G. Rental of property - when the District uses the property.
- H. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

### **Period of Performance**

All financial obligations must occur during the period of performance. Period of performance means the total estimated time interval between the start of an initial Federal award when the District is permitted to carry out the work authorized by the grant and the planned end date. The period of performance may include one (1) or more funded portions or budget periods. The period of performance is dictated by statute and will be indicated in the Grant Award Notification (GAN). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, financial obligations under a grant may not be made until the application is approved or is in substantially approvable form, whichever is later. In the case of a direct grant, a grantee may use grant funds only for obligations it makes during the grant period, unless an agreement exists with the awarding agency or the pass-through entity (e.g., ODE) to reimburse for pre-approval expenses.

If a Federal awarding agency or pass-through entity approves an extension, or if the District extends under C.F.R. 200.308(e)(2), the Period of Performance will be amended to end at the completion of the extension. If a termination occurs, the Period of Performance will be amended to end upon the effective date of termination. If a renewal is issued, a distinct Period of Performance will begin.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all financial obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

6/14/2021

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**Legal**

**2 C.F.R. 200.216, 200.344(b), 200.403-.407, 200.413(a)-(c), 200.430(a), 200.431(a), 200.439(b)(2)**

**34 C.F.R. 76.707-.708(a), 75.703**

**2 C.F.R. 200.458**

**Last Modified by Norm Burkhardt on March 27, 2022**



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	PROCUREMENT - FEDERAL GRANTS/FUNDS
Code	po6325
Status	
Adopted	June 13, 2016
Last Revised	June 14, 2021

### **6325 - PROCUREMENT - FEDERAL GRANTS/FUNDS**

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board of Education policies, and administrative procedures.

The Superintendent shall have and use a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326), including affirmative steps for small and minority businesses and women's business enterprises, for the administration and management of Federal grants and Federally-funded programs. The District shall maintain oversight that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AG 6320A.

**All Federally-funded contracts in excess of \$2,000 related to construction, alteration, repairs, painting, decorating, etc. must comply with Davis-Bacon prevailing wage requirements.**

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1130, Policy 3113, and Policy 4113 - Conflict of Interest.

The District will avoid the acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase and, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### **Competition**

All procurement transactions for the acquisition of property or services required under a Federal award paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business

- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive pricing practices between firms or between affiliated companies
- D. noncompetitive contracts to consultants that are on retainer contracts
- E. organizational conflicts of interest
- F. specification of only a "brand name" product instead of allowing for an "or equal" product to be offered and describing the performance or other relevant requirements of the procurement
- G. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless 1) an applicable Federal statute expressly mandates or encourages a geographic preference; or 2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually.

The District shall require that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to provide maximum open and free competition. The District shall not preclude potential bidders from qualifying during the solicitation period.

#### **Solicitation Language (Purchasing Procedures)**

The District shall have written procurement procedures that require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

#### **Procurement Methods**

The District shall have and use documented procedures, consistent with the standards described above, for the following methods of procurement:

##### **A. Informal Procurement Methods**

When the value of the procurement for property or services under a Federal award does not exceed the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are not required. The District may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the simplified acquisition threshold include:

##### **1. Micro-Purchases**

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000. To the maximum extent practicable, the District should distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if the Superintendent considers the price to be reasonable based on research, experience, purchase history, or other relevant information, and documents are filed accordingly. The District shall maintain evidence of this reasonableness in the records of all purchases made by this method.

## 2. Small Purchases

Small purchases include the acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold of \$250,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

Districts are responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures which must not exceed the threshold established in the Federal Acquisition Regulations (FAR). When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

## B. Formal Procurement Methods

When the value of the procurement for property or services under a Federal award exceeds the simplified acquisition threshold, or a lower threshold established by the State, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement method can be used in accordance with the standards on competition in 200.319 or non-competitive procurement. The formal methods of procurement are:

### 1. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to more than \$250,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

- a. a complete, adequate, and realistic specification or purchase description is available;
- b. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
- c. the procurement lends itself to a firm, fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

- a. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
- b. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
- c. A firm, fixed-price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
- d. The Board reserves the right to reject any or all bids for sound documented reason.

### 2. Proposals

Procurement by proposals is a method in which either a fixed-price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method.

If this method is used, the following requirements apply:

- a. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
- b. Proposals shall be solicited from an adequate number of sources.
- c. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.

- d. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

### **3. Noncompetitive Procurement**

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one (1) source and may be used only when one (1) or more of the following circumstances apply:

- a. micro-purchases
- b. the item is available only from a single source
- c. the public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation
- d. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
- e. after solicitation of a number of sources, competition is determined to be inadequate

### **4. Noncompetitive Purchases Through Educational Service Centers (ESCs)**

Under State law, the Board may enter into a contract with an educational service center (ESC) that authorizes the ESC to make purchases for supplies, materials, equipment, and services or the delivery of services on the District's behalf. These contracts promote operational efficiency and cost savings, and further enhance the educational experience for our students. Purchases made through such contracts are exempt from competitive bidding.

The District may apply for approval from ODE to use a noncompetitive purchasing method to procure personnel-based services from an ESC only when the following criteria are met:

- a. the ESC posts a list of all services it provides including costs of these services on its website;
- b. the ESC has been designated as "high performing" by the Ohio Department of Education; and
- c. ODE as the pass-through state entity has determined that the ESC was substantially in compliance with all audit rules and guideline during the most recent audit conducted by the Auditor of State.

The Treasurer/CFO will submit an application and any required documentation to ODE on the designated form requesting approval for use of a noncompetitive purchasing method for personnel services. Purchases will not be made until the application is approved. Notice of approval will be maintained by the Treasurer/CFO.

### **Domestic Preference for Procurement**

As appropriate and to the extent consistent with law, the District shall, to the extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. Such requirements shall be included in all subawards including all contracts and purchase orders for work or products under the Federal award.

### **Contract/Price Analysis**

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

### **Time and Materials Contracts**

The District uses a time and materials type contract only 1) after a determination that no other contract is suitable; and 2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

#### **Suspension and Debarment**

The District will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as 1) contractor integrity; 2) compliance with public policy; 3) record of past performance; and 4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. Chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at [www.sam.gov](http://www.sam.gov); collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

#### **Bid Protest**

The District maintains the following protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

A bidder who wishes to file a bid protest shall file such notice and follow procedures prescribed by the Request For Proposals (RFPs) or the individual bid specifications package, for resolution. Bid protests shall be filed in writing with the Superintendent within seventy-two (72) hours of the opening of the bids in protest.

Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board and shall be so noted in any subsequent recommendation for the acceptance of bids and awarding of contracts.

Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed, shall constitute a waiver of proceedings.

#### **Maintenance of Procurement Records**

The District shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price (including a cost or price analysis).

Revised 12/10/18

Revised 5/20/19

Revised 12/14/20

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2 C.F.R. 200.317 - .326, Appendix II to Part 200

2 C.F.R. 200.520

R.C. 3313.843 - 3313.846

Last Modified by Norm Burkhardt on March 27, 2022





Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	USE OF CREDIT CARDS
Code	po6423
Status	
Adopted	October 12, 2015
Last Revised	December 14, 2020

#### 6423 - USE OF CREDIT CARDS

The Board of Education recognizes the value of an efficient method of payment and recordkeeping for certain expenses.

The Board, therefore, authorizes the use of District credit cards. The name of the District shall appear on each District credit card and check related to a credit card account held by the District. A "credit card account" shall include any bank-issued credit card account, store-issued credit card account, financial institution-issued credit card account, financial depository-issued credit card account, affinity credit card account, or any other card account allowing the holder to purchase goods or services on credit or otherwise transact with the account, and any debit or gift card account related to the receipt of grant monies. The term expressly excludes any procurement card account, gasoline or telephone credit card account, or any other card account where merchant category codes are in place as a system of control for use of the account.

The authorization, handling and use of credit cards have been established to provide a convenient and efficient means to purchase goods and services from vendors. Credit cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy. The Board affirms that credit cards shall only be used in connection with Board-approved or school-related activities and that only those types of expenses that are for the benefit of the District and serve a valid and proper public purpose shall be paid for by credit card. However, under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages regardless of whether the purchase of such beverages is made in connection with a meal. Use of credit cards in an unauthorized or illegal manner may result in revocation of credit card privileges, disciplinary action and/or, where appropriate, may require the user to pay any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase. Additionally, any officer or employee of the District who knowingly misuses a credit card account is guilty of the criminal offense of misuse of credit cards. Violations will be reported to the appropriate law enforcement authorities and any applicable licensure board(s).

**The Treasurer/CFO shall be responsible for the initial issuance, reissuance, and cancellation of District credit cards and shall maintain written procedures and all appropriate records and reports regarding the District's credit card account(s). Records and reports will be maintained and made available for review in accordance with this policy and State law.**

**All officers and employees are required to immediately report lost or stolen credit cards or notice of a possible data breach involving a District credit card to their immediate supervisor and the Treasurer/CFO. The Treasurer/CFO will notify the entity that issued the credit card and request cancellation of the lost or stolen card as soon as practicable.**

The maximum limit for any credit card account shall be \$50,000.

Subject to the discretion of the Board and the approval of the Treasurer/CFO, credit cards may be used for eligible goods and services including reasonable meal expenses (both in-town and out-of-town), including a maximum gratuity of twenty percent (20%), but excluding alcoholic beverages.

Officers and employees are liable in person and upon official bond for any unauthorized use of credit cards and any officer or employee who suspects the loss, theft, or possibility of unauthorized use of a credit card must notify the Treasurer/CFO immediately, who shall notify the Board.

The Board prohibits the use of debit card accounts except for the receipt of grant monies. Any officer or employee of the District who uses a debit card account for any other purpose is guilty of the criminal offense of misuse of credit cards.

Use of the District credit card for any cash withdrawal transaction is strictly prohibited.

The Treasurer/CFO shall retain general possession and control of the credit card account or presentation instruments related to an account, such as credit cards and checks.

The Superintendent shall develop administrative guidelines that specify those employees authorized to use credit cards, the types of expenses which can be paid by credit card, and their proper supervision and use. Inappropriate or illegal use of the credit card and/or failure to strictly comply with the limitations and requirements set forth in the administrative guidelines may result in a loss of credit card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution. Violations will also be reported to the applicable licensure board(s).

The Board authorizes the following employees to use District credit cards: Employees of the District on an as-needed basis.

Each request for use of a District credit card shall contain:

- A. date needed,
- B. date to be returned,
- C. purpose,
- D. authorization.

Upon receipt of a District credit card, employees shall:

- A. inform merchants that the purchase is for "official School District business" and is not subject to State or local sales tax;  
However, if the merchant fails to waive the tax, the employee shall pay it. For large purchases where the merchant refuses to waive the tax, the employee shall present a tax exemption form.
- B. maintain credit cards in a secure fashion and prevent unauthorized charges to the account;
- C. use reasonable care when making purchases online, refrain from providing the credit card number to unknown online merchants, and do not auto-save credit card number for any online account;
- D. maintain sufficient documentation of all purchases, including, but not limited to, charge receipts, original cash register slip or other detailed receipt, and invoices;
- E. provide documentation of all purchases to the Treasurer/CFO in a timely manner to ensure prompt payment;
- F. ~~immediately notify his/her immediate supervisor and the Treasurer/CFO if the card is lost or stolen, or if s/he becomes aware of a data breach which may involve the card;~~
- G. refrain from allowing anyone else to use the credit card or account number;
- H. refrain from splitting the costs of an invoice or purchase in order to circumvent the credit card process and established, pre-approved single purchase limits, monthly spending limits, and/or funds availability.

The officer or employee is liable in person and upon any official bond to reimburse the District the amount for which the officer or employee does not provide itemized receipts in accordance with the credit card policy described herein.

After use, District credit cards are to be returned to the Treasurer/CFO along with appropriate receipt copies of all charges within one (1) business days upon completion of any approved use.

Employees, when possible, shall include an original cash register slip or other detailed receipt (i.e., a receipt from a restaurant itemizing all purchases made), in addition to the receipt copy of all charges. In addition, employees shall include, shipping documents and receipts received with the merchandise.

Failure to return District credit cards and/or receipts within the above-referenced time period may result in the suspension of credit card privileges and/or charges being deemed unrelated or unsubstantiated.

Employees shall be responsible for any and all unrelated or unsubstantiated purchases and shall be required to make full reimbursement to the District within thirty (30) business days.

The Treasurer/CFO will keep a record of all credit card uses and review and approve all purchases to verify that the expenses are incurred in connection with Board-approved or school-related activities, are for the benefit of the District, and serve a valid and proper public purpose prior to disbursing public funds for payment of such expenses.

The Treasurer/CFO shall file a report with the Board annually, detailing all rewards received based on the use of District's credit card account.

Revised 11/6/17

Revised 12/10/18

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Legal R.C. 2921.01, 2913.21, 3313.311

Last Modified by Norm Burkhardt on March 30, 2022



Book	Policy Manual
Section	Policies Recommended for the BOE (40.2 Winter 2022 Update)
Title	FOOD SERVICES
Code	po8500
Status	
Adopted	October 12, 2015
Last Revised	June 14, 2021

### **8500 - FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit and will provide food service for the purchase and consumption of meals for all students. The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education. The Board shall annually encumber the funds needed to operate the program.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages including, but not limited to, the current USDA's school meal pattern requirements and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or gender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold. In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under R.C. Chapter 4759, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

#### **Substitutions**

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Ohio has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the student's diet; and
- C. the food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

If determined appropriate by a team of qualified individuals including, but not limited to, the Principal, school nurse, parent, Director of Food Services, substitutions to the standard meal requirements may be made, at no additional charge, for a student who is not a ~~"person with a disability"~~ disabled person, but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

~~For students without disabilities non-disabled students~~ who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required. While the request must specify the medical or other special dietary need that restricts the student's diet (i.e., precludes the student's consumption of cow's milk), medical certification may not be required.

Meals sold by the school may be purchased by students, staff members, and community residents in accordance with administrative guidelines established by the Superintendent. Meals may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

The operation and supervision of the food service program shall be the responsibility of the Director of Operations. In accordance with Federal law, the Director of Operations shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

A periodic review of the food service accounts shall be made by the Treasurer. Any surplus funds from the National School Lunch Program or the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296) shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food service program.

Bad debt incurred through the inability to collect meal payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced-price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service and shall also address feeding students with unpaid meal balances without stigmatizing them.

This guideline shall be provided in writing to all households at the state of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;

D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; ~~(see Policy 1130, Policy 1200, Policy 3113, Policy 3210, Policy 3214, Policy 4113, Policy 4210, Policy 4214, and Policy 6460)(see Policy 2130, Policy 3113, Policy 3214, Policy 4113, Policy 4214, and Policy 6460)~~

E. complying with food holds and recalls in accordance with USDA regulations;

F. the administration, accounting, and disposition of food service funds pursuant to Federal and State law and USDA regulations;

G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

H. the regular maintenance and replacement of equipment;

I. all District employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost-share requirement must comply with the District's time and effort record-keeping policy (see Policy 6116).

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction unless the classroom is also used to serve meals to students, is prohibited.

The District shall serve only nutritious food in accordance with the nutritional standards adopted by the Board in compliance with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages in competition with the District's food service program must comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

The Superintendent will require that the food service program serve foods in the schools of the District that are wholesome and nutritious and reinforce the concepts taught in the classroom.

The Superintendent is responsible for implementing the food service program in accordance with the adopted nutrition standards and shall provide a report regarding the District's compliance with the standards at one (1) of its regular meetings annually.

Revised 3/14/16

Revised 6/13/16

Revised 11/6/17

Revised 5/20/19

Revised 1/13/20

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A.C. 3301-91

R.C. 3313.81, 3313.811-815

42 U.S.C. 1758

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

7 C.F.R. Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

Last Modified by Norm Burkhardt on March 30, 2022

## 7510 - USE OF DISTRICT PREMISES

The Board of Education believes that school premises should be made available for community purposes, provided that such use does not infringe on the original and necessary purpose of the property or interfere with the educational program of the schools and is harmonious with the purposes of this District.

For purposes of this policy, the terms "school premises" or "premises" refers to all indoor and outdoor structures, facilities, and land owned, rented, or leased by the Board. The term "non-school hours" refers to times prior to and after regular classroom instruction on a day that school is in session, and any day that school is not in session, including weekends, holidays, and vacation breaks.

The Board will permit the use of school premises when such permission has been requested in writing by a ~~responsible~~ Responsible Organization. For purposes of this policy, a "Responsible Organization" is an organization or a group of at least seven citizens that is (i) able to meet all requirements of this policy; (ii) whose membership includes one or more permanent residents of the District; and (iii) has been approved by the Superintendent. The use of school premises will not be authorized unless at least one person in attendance is a permanent resident of the District.

School premises shall be available for any lawfully-permitted use, including but not limited to the following:

- A. uses directly related to the schools and the operations of the schools (including giving instructions in any branch of education, learning, or the arts)
- B. uses and groups indirectly related to the schools
- C. meetings of employee associations

Should all or any part of the District's community be struck by a disaster, the Board shall make school premises available, at no charge, for the housing, feeding, and care of victims or potential victims when requested by local, State, or Federal authorities. The Superintendent should meet with the local governing body to establish a disaster preparedness plan in order to ensure that proper procedures are established to minimize confusion, inefficiency, and disruption of the educational program. (R.C. 5915.02-08)

The Superintendent shall develop administrative guidelines for the granting of permission to use school premises including a schedule of fees which, together with the costs used to determine such fees, must be approved by the Board. Such guidelines are to include the following:

- A. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by District administrative guidelines.
- B. Use of school equipment in conjunction with the use of school premises must be requested specifically in writing, and may be granted by the procedure by which permission to use school premises is granted. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
- C. Users shall be liable financially for damage to the facilities and for proper chaperonage.

No liability shall attach to this District, or any of its employees and officers, specifically as a consequence of permitting access to school premises.

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