

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
May 13, 2024
6:00 p.m.

I. Opening of the Meeting

A. Call to order – President

B. Roll Call

Beeghly Present Deacon Present Myers Present Noble Present
Parks Present

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

D. Recognition of Visitors

1. Rachel Snell to discuss Board Policy 5223. Rachel Snell expressed her concern about LifeWise Academy possibly not being permitted next school year.
2. Sam Stuart to discuss Board Policy 5223. Sam Stuart shared his support for LifeWise Academy during the school day.
3. Teresa Schmidt to discuss Board Policy 5223. Teresa Schmidt expressed her concern about the possibility of students being pulled out of school during specials classes for religious instruction.
4. Margie Bengé to discuss Board Policy 5223. Margie Bengé shared her concern that pulling students out during specials would have a negative effect on students.
5. Harold Niehaus to discuss Board Policy 5223. Harold Niehaus addressed his concern that there are limited hours in the week for students to be educated during the school year.

Mr. Myers asked if the 72-hour requirement could be waived for additional individuals to speak. Mrs. Noble said there was not enough time. Mr. Myers said he would like to address some rumors that have been shared about him. He said his wife was a volunteer interim director for LifeWise. He said LifeWise did not purchase his church's land. He said he feels policy 5223 should not be revoked. He said there is not a conflict of interest with him being on the Board.

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, Scott Couch, Teresa Woodin, Mark Mathews, Bryan Clark, Samantha Lucas, Melissa Dare, Hunter Anderson.

Motion by Ben Myers , second by Eric Beeghly to convene executive session.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-87

President convenes executive session at 6:28 p.m.

President resumes open session at 7:01 p.m.

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

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the April 15, 2024 Special Board Meeting.
2. Approve minutes of the April 15, 2024 Regular Board Meeting.
3. Submission of Warrants for April.
4. Submission of Financial Report for April.
5. Submission of Investment Report for April.
6. Approve FY24 Permanent Appropriation modifications.
7. Approve moving Lilian Campbell to Masters on the salary schedule effective retroactive to April 11, 2024.
8. Approve FY24 revised Five Year Forecast and Notes.

Motion by Terry Parks, second by Bryan Deacon

Discussion- Mrs. Tait presented the Five Year Forecast.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-88

III. **Reports**

- A. Miami Valley Career Technology Center Report** – Terry Parks- Seniors finished classes last week. MVCTC recently completed their accreditation. MVCTC held the building dedication last Friday night.
- B. Parks and Recreation Board Report** – Ben Myers- Mr. Myers said the next meeting is June 3rd.
- C. Superintendent Report** – Jeff Parker- Mr. Parker said he attended MVCTC's Open House. Mrs. Imhoff explained how Eaton was recognized as she said MTSS and the wraparound services have had a direct impact on the students learning. Mr. Parker said staff attended the R Factor Symposium last month. Mr. Parker thanked all speakers who spoke tonight. He said he has to look at the topic of RTRI through the lens of the Superintendent. He asks that everyone remember that we have close to 2,000 students in the district and those students are watching how everyone on all sides of the issue carry themselves.

D. Other Reports- None.

IV. Old Business- Mr. Myers asked what the plan is regarding policy 5223. Mrs. Noble said she views the policy as it may be allowed. Mr. Beeghly said there hasn't been any motion to rescind the policy. Mr. Parks said the majority of the Board is ok with allowing LifeWise after school. Mr. Myers inquired if it was ok for parents to pick their child up during the school day to provide release time for religious instruction. Mrs. Noble said parents could take their own child out. Mr. Parks said he is concerned about liability. Mr. Parks said he still stands by not wanting kids to be pulled out of class with the interruptions. Mr. Parker said House Bill 445 would require all school districts to allow RTRI. It is currently in committee.

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 O are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the "Consent Agenda Items" and voted on separately.

A. Resignation and Retirement

The Administration recommends approval of the following resignations and retirements.

1. Hunter Anderson, Educational Aide, effective June 30, 2024, contingent upon reemployment as a Teacher.
2. Daphne Brouse, Educational Aide, resignation effective June 30, 2024.
3. Xavior Fugate, Teacher, resignation effective August 3, 2024.
4. Shealan McAlister, Counselor, resignation effective August 12, 2024.
5. Kyle Timmons, Teacher, resignation effective August 1, 2024.
6. Todd White, Custodian, resignation effective June 2, 2024.
7. Kesha Yuppa, Educational Aide, effective June 30, 2024 contingent upon reemployment as Library Aide.
8. Naomi Crank, Bus Driver, resignation for the purpose of retirement, effective May 31, 2024.

B. Employment – Certificated Staff

The Administration recommends the employment of the following certificated personnel on a one-year limited contract for the 2024-2025 school year (July 1, 2024 – June 30, 2025.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements including, but not limited to background checks and appropriate licensure.

1. Hunter Anderson, Teacher
2. Samantha Lucas, Teacher

C. Extended School Year Tutors

The Administration recommends approval for up to two (2) Extended School Year Tutors and 1 Special Education Aide to provide extended school year services to qualified special education students, to be paid at the negotiated agreement hourly rate, not to exceed forty (40) hours each, for summer instruction.

D. Extended School Year Speech Pathologist

The Administration recommends approval for extended school year Speech Pathology Services for qualified special education students, to be paid at the negotiated agreement hourly rate, not to exceed twenty (20) hours for summer instruction.

E. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for English-speaking students for an addition 250 hours for the 2023-2024 school year; to be paid at a rate of \$25.00 per hour, not to exceed 40 hours per week, for a total of 1,150 hours.

F. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for limited English-speaking students in the 2024-2025 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.

G. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2023-2024 school year, effective the day after board approval unless otherwise noted. 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. Bryan Clark, Custodian, retroactive to May 7, 2024.

H. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2024-2025 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. Melissa Dare, Secretary
2. Kesha Yuppa, Library Aide

I. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2023-2024 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Employment to begin the day after the Board

meeting unless otherwise noted. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Melissa Dare, Substitute Secretary

J. Supplemental Contract Non-Renewals

In accordance with Ohio Revised Code, the Administration recommends the annual non-renewal and posting of the following supplemental contracts effective June 30, 2024 and request that the Board authorize the Treasurer to send notices of non-renewal to each.

1. Maggie Neanen – Varsity Softball
2. Bradley Moore – Reserve Softball
3. Randy McKinney – Head Track Coordinator
4. Glen Mabry - Program Assistant Track
5. Mark Silvers – Program Assistant Track
6. Nathan Clark – Program Assistant Track
7. Taylor Fletcher – Assistant Track - Middle School

K. Employment – Certificated Staff Athletic Supplemental Contracts

The Administration recommends the following supplemental contracts for the 2024-2025 school year. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. William Aukerman, Assistant Swim Coach
2. Joseph Ferriell, 8th Grade Girls Basketball
3. Elizabeth Geoit, Varsity Cheerleader Advisor, (Basketball, ½ stipend)
4. Elizabeth Geoit, Reserve Cheerleader Advisor, (Basketball)
5. Elizabeth Geoit, 8th Grade Cheerleading Advisor, (Football)
6. Elizabeth Geoit, 7th Grade Cheerleading Advisor, (Football)
7. Nathan Islamovsky, Varsity Wrestling

L. Employment – Certificated Non-Staff Extracurricular Positions

The following positions have been posted and no employee 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 these nominees on one-year limited contracts for the 2024-2025 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. Parker Fields, Varsity Volleyball
2. David Honhart, Varsity Girls Basketball
3. Abby King, Varsity Cheerleader Advisor, (Football, ½ stipend)
4. Abby King, Reserve Cheerleader Advisor, (Football)
5. Randy McKinney, Head Cross Country Coordinator
6. Kevin Schaeffer, Varsity Girls Soccer

M. Employment of Non-certificated Extracurricular Positions

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of this nominee on one-year limited contract for the 2024-2025 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. Mark Silvers, Assistant Coordinator Cross Country
2. Nan Silvers, Program Assistant Class V
3. Taylor Fletcher, Cross Country Program Assistant Class VI
4. Glen Mabry, Program Assistant Cross Country, Class VI (1/2 stipend)
5. Ron Neanen, High School Assistant Football
6. Austin Fudge – High School Assistant Football, (1/2 stipend)
7. David Helvey – High School Assistant Football, (1/2 stipend)
8. Robbie Sams – Middle School Assistant Football
9. Tiffany House – Cheerleader Advisor, (Competition)
10. Tim Appledorn, Reserve Golf
11. Steven Moore, Varsity Boys Soccer
12. Christian Fugate – Reserve Boys Soccer, (1/2 stipend)
13. John Hitchcock, Girls Varsity Tennis
14. Donna Sittloh, Reserve Volleyball
15. Steven Sullender, Varsity Boys Basketball
16. Tim Appledorn, Reserve Girls Basketball
17. Bradley Moore, 7th Grade Girls Basketball
18. Kajsa Ruebush, Varsity Swim

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

The Administration recommends approval of the following substitute teacher/home instruction tutor for the 2023-2024 school year, as certified by the Preble County Educational Service Center.

1. Kristopher Baker
2. Kelly D. Smith

O. Authorization to Operate School Maintenance Vehicle

The Administration recommends authorization for the following summer employees to operate the Maintenance vehicle while working as a summer temporary employee.

1. Allison Mowen

Motion by Eric Beeghly, second by Ben Myers

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-89

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 P through X 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.

P. Donations

The Administration recommends approval of and wishes to recognize the following donations.

1. Betty Taylor and Richard Painter, My Little Library traveling library.

Q. Overnight Student Travel

The Administration recommends approval of the following overnight student travel.

1. Eaton FFA students and advisors to Muskingum, Ohio June 3-7, 2024 to attend the first session of the Ohio FFA Camp.
2. Eaton FFA students and advisors to Hueston Woods, July 8-10, 2024, to attend the Eaton MVCTC FFA Officer Retreat.

R. Summer School Program – Grades 9-12

The Administration recommends approval for a Summer School program to provide intervention for students in Grades 9-12 to obtain credits in courses that they are credit deficient. Program will include 16 days of instruction for students scheduled between June 3, 2024 through June 27, 2024. Staffing will include:

One (1) High School Coordinator, to be paid a \$1,500.00 stipend for duties to include, but not limited to, daily program coordination, student supervision and discipline;

One (1) certified teacher to be paid at a rate of \$175.00 per day for up to twenty-two (22) days at 4 hours per day, duties will include planning, student supervision, instruction and progress monitoring.

S. Section 504 Policies and Procedures

The Administration recommends approval of implementation of Section 504 of the rehabilitation Act of 1973 during the 2024-2025 school year.

T. Student-Parent Handbooks

The Administration recommends approval of the 2024-2025 Student-Parent Handbook for Eaton High School, Eaton Middle School, William Bruce Elementary, and Hollingsworth East Elementary. Student-Parent Handbooks are on file in each building and at the Central Administrative Office.

U. Agreement with Waibel Energy Systems

The Administration recommends approval of the agreement with Waibel Energy Systems for the 2024-2025 school year, (Attachment A).

V. Agreement with Montgomery County Educational Service Center

The Administration recommends approval of the agreement with Montgomery County Educational Service Center for an additional 5 days of Gifted Supervision for the 2023-2024 school year, (Attachment B).

W. Agreement with Butler County Educational Service Center

The Administration recommends approval of the agreement with Butler County Educational Service Center for their Head Start Program beginning July 1, 2024 and ending June 30, 2025, (Attachment C).

X. Obsolete Items

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

1. (15) Library Books of no value, Middle School

Motion by Terry Parks, seconded by Bryan Deacon

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-90

Y. Ohio Schools Council Resolution

The Administration recommends approval of the following resolution:

Whereas, the Eaton Community Schools Board of Education is desirous of participating in certain of the cooperative purchasing programs of the Ohio Schools Council, a council of governments organization under the laws of the State of Ohio; and

Whereas, the Eaton Community Schools Board of Education has reviewed the Agreement and Bylaws of the Ohio Schools Council and agrees to abide by them;

Now, Therefore, be it resolved, that the Eaton Community Schools Board of Education authorizes its Superintendent to initial the Agreement and Bylaws of the Ohio Schools Council and for its Treasurer to pay the annual fee.

Motion by Eric Beeghly, seconded by Bryan Deacon

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-91

Z. Resolution for Ohio Schools Council to acquire Bid for Van

The Administration recommends the approval of the following resolution:

Whereas, the Eaton Community School District is a member of the Ohio Schools Council. On November 3, 2023, the Ohio Schools Council received bids for transit vans on behalf of its members. The Eaton Community School District Board of Education authorizes the purchase of one (1) – nine passenger transit van that were bid through the Ohio Schools Council.

Therefore, be it resolved the Eaton Community School District Board of Education wishes to purchase one (1) – nine passenger transit van from the bids received through the Ohio Schools Council on November 3, 2023.

Motion by Ben Myers, second by Bryan Deacon

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-92

AA. Authorization to Purchase School Van

The Administration recommends the approval to accept a bid from Bus Service Incorporated and to purchase one (1) 2024 Ram ProMaster Van at a cost of \$75,202.00.

Motion by Eric Beeghly, seconded by Ben Myers

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-93

VI. Adjournment

Motion by Terry Parks, seconded by

Ben Myers,to adjourn the meeting.

Discussion- None.

Beeghly Y Deacon Y Myers Y Noble Y Parks Y

President declares motion passed.

#2324-94

President adjourns meeting at 8:03 p.m.

DATE: _____

PRESIDENT: _____ TREASURER: _____

Upcoming Meetings

Meeting: Regular Board Meeting
Date/Time: Monday, June 10, 2024 – 6:00 p.m.
Location: East Elementary School

Meeting: Regular Board Meeting
Date/Time: Monday, July 8, 2024 – 6:00 p.m.
Location: East Elementary School



ATTACHMENT A

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:

April 25, 2024



"The Way Buildings Work Better"



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 buildings serve 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 program to enable you and your personnel to manage the operation of your building equipment. We also look to help reduce operational costs as specified in the scope of the Agreement. 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"** includes continuously collecting data from your building 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.



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.

"The Way Buildings Work Better"



ATTACHMENT A



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.

Refrigerant Management Program - WES maintains and uses 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. Waibel has a 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, Waibel will remove used oil from refrigeration units for the customer to arrange disposal).



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 90,000 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



ATTACHMENT A



Our Team

Account Manager & Energy Manager – Nathan Lammers

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 Equalis Group and/or NCPA pricing.

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; any discovered system inefficiencies will be acted on quickly.

Service Team Leader – Jay Nelson

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.

HVAC/Controls Technician – Pete Michael and Randy Crawford

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.



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. Please refer to the covered equipment list with assigned tasks and frequencies to be performed. Just to provide a little extra detail, below are the items typically performed during an operating inspection.

- Check all electrical connection and contacts
- Check all fans, and fan motors
- Check Sensor Calibration in Ice Water
- Log Machine
 - o Refrigerant and Liquid Levels
 - o Glycol pressure drop
 - o Electrical voltage and amperage
 - o Check oil logging
 - o Temperatures and Pressures
- Log Pumps and Drives
 - o Electrical voltage and amperage
 - o Pressure Drop across pump
- Check Glycol Level
- Glycol Percentage
- Check Crank Case Heaters
- Check Chiller Pump Control (freeze projection)
- Inspect Ice Meter
- Log Condensing Units
 - o Electrical voltage and amperage
 - o Refrigerant Level
 - o Temperatures and Pressures
- Check condensing unit electrical connection and contacts
- Check condensing unit fans, and fan motors



2) List of Equipment and Services by Building

Service/Inspections Provided:

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

HIGH SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(3), CC(1)
1	Condensers	Trane	OI(3), CC(1)
MIDDLE SCHOOL			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(3), CC(1)
1	Condensers	Trane	OI(3), CC(1)
BRUCE ELEMENTARY			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(3), CC(1)
EAST ELEMENTARY			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Air Cooled Chillers	Trane	OI(3), CC(1)
DISTRICT WIDE			
QUANTITY	DESCRIPTION	MODEL #	SERVICE TO BE PERFORMED & FREQUENCY List Code and Frequency (i.e., PT(3))
1	Control System	Trane/BLX	SE(4)

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

Waibel Energy Systems shall:

- Provide a list of optional capital projects yielding additional energy savings with estimated return on investment,
- Provide behind the scenes monitoring of your system,
- Provide and implement Low-Cost/No-Cost Energy Savings Measures (ESMs),
- Provide quarterly Report Cards,

Device Name	Building Name	Overall		Comfort		Efficiency	
		Y	Q	Y	Q	Y	Q
Alto_E202	Easton High School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E201	Easton High School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E203	Easton East Elementary	9.5	9.5	9.5	9.5	9.5	9.5
Easton_Altos_A201	Easton East Elementary	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E204	Easton Middle School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E205	Easton High School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E206	Easton Middle School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E207	Easton Middle School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E208	Easton East Elementary	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E	Easton East Elementary	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E209	Easton High School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E210	Easton High School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E	Easton East Elementary	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E201	Easton Middle School	9.5	9.5	9.5	9.5	9.5	9.5
Alto_E	Easton Middle Elementary	9.5	9.5	9.5	9.5	9.5	9.5

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

Control On-Site Visits

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

Proactive Monitoring With Quarterly 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 Air Handlers and VAV Boxes at Each Building. Additionally, the quarterly review will identify any alarm or communication conditions



ATTACHMENT A

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 22% 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		7/2024-6/2025
Total		\$23,760
Quarterly Cost		\$5,940

ACCEPTANCE

Proposal Submitted By:

Submitted by: Nathan Lammers

Title: Account Manager

Company: Waibel Energy Systems

Date: 4/25/2024

Proposal Accepted By:

Authorized by: _____

Title: _____

Date: _____

PO Number: _____

STANDARD TERMS AND CONDITIONS

“The Way Buildings Work Better”



ATTACHMENT A

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.

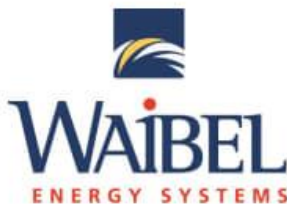
Time for Completion. Except to the extent expressly agreed in writing signed by an authorized representative of WES, all dates provided by WES or its representatives for commencement, progress, or completion of any discrete items of the Work are estimates only. While WES shall use commercially reasonable 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 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.

"The Way Buildings Work Better"



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.

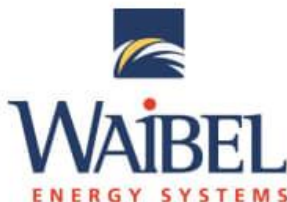
Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires, 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 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.



Mission
Visionary Leaders Providing
Exemplary Service



ATTACHMENT B

SERVICE AGREEMENT

2023-2024 School Year

This AGREEMENT shall serve as a contract between the Eaton Community Schools ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2023 and ending on June 30, 2024. Services will be provided and billed for the 2023-2024 school year.

1. SERVICES

- a. The Montgomery County ESC shall provide the following services to the District:

Gifted Supervision (5 days)

2. COMPLIANCE

- a. Instructional Programs and Related Services shall be rendered in compliance with law, and in accordance with acceptable standards and caseload.
- b. The parties shall cooperate in order to facilitate the success of the students served by the District and Montgomery County ESC, and, in particular, the District agrees to cooperate with Montgomery County ESC in the performance of Montgomery County ESC's duties and obligations hereunder.

3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of \$3,625.00 pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a **quarterly basis**. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

4. LICENSURE/CERTIFICATION

The Montgomery County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Montgomery County ESC for inspection, upon request, by the District.

5. MANNER OF PROVIDING SERVICES

In performing the Services, the Montgomery County ESC at all times shall exercise independent professional judgment and shall determine the manner by which the Services are to be rendered. Except as otherwise agreed by the parties, the individuals performing Services pursuant to this Agreement will at all times remain employees or contractors of the Montgomery County ESC and Montgomery County ESC shall be solely responsible for all payroll functions, including retirement system contributions and all other legal withholding and/or payroll taxes, with respect to its employees. Unless otherwise agreed by the parties, Montgomery County ESC will be responsible for the training and direct supervision of its employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of

200 South Keowee Street | Dayton, Ohio 45402

f @MontgomeryCountyESC | t @MCESC

ATTACHMENT B

Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

6. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Montgomery County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied.

7. EVALUATIONS

The Board agrees that it shall be responsible for conducting evaluations of Montgomery County ESC personnel assigned to the District as required by R.C. 3319.01, 3319.02, 3319.11, 3319.111, or any other applicable provision of the Ohio Revised Code.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The District and Montgomery County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the District and Montgomery County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.
- c. The parties acknowledge that under the terms of this Agreement they may be exchanging personally identifiable student information. Each party agrees that it shall not, and shall ensure that its respective employees, contractors, subcontractors, representatives or agents do not, access, use or disseminate any student information deemed personally identifiable, as defined in the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio R.C. §3319.321, in violation of the terms of those laws or other law applicable to Montgomery County ESC or the District with respect to such information. Each party shall ensure that its respective employees, contractors, subcontractors, representatives or agents who are provided with access to personally identifiable student information will be trained in FERPA requirements and their duties to handle such information in compliance with those requirements.

9. UNEMPLOYMENT

The District agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. FORCE MAJEURE

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

ATTACHMENT B

12. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the District and/or Montgomery County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the District and Montgomery County ESC.

13. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

14. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Montgomery County ESC in public session and executed by the parties.

15. MEDICAID SCHOOL PROGRAM

With regard to any therapy services provided by the Montgomery County ESC pursuant to this Agreement, the Montgomery County ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

Please sign and return this agreement to the Treasurer, Montgomery County Educational Service Center.

For Eaton Community Schools:

Superintendent's Signature Date

Treasurer's Signature Date

For Montgomery County ESC:

Superintendent's Signature Date

Treasurer's Signature Date

ATTACHMENT C

EATON COMMUNITY SCHOOLS
304 Eaton Lewisburg Rd
Eaton, Ohio 450320

LEASE AGREEMENT WITH BUTLER COUNTY ESC FOR HEAD START PROGRAM

This is a lease agreement for classroom (1) and related space between the Eaton Board of Education, 304 Eaton Lewisburg, Eaton, Ohio 45320, and the Butler County Educational Service Center (BCESC), who administers the Head Start Program, their successors or assignees whose address is 400 N. Erie Blvd. Hamilton, Ohio 45011, hereinafter referred to as the BCESC.

WHEREAS, the Butler County Educational Service Center has sought help from the Eaton Board of Education to provide space with the intent of operating the Head Start Program and other preschool and family related programs for the children and families of the service areas, and

WHEREAS, the property described below is under the jurisdiction of the Eaton Board of Education, and the lease of said property will not materially damage or interfere with the use or maintenance of the building and surrounding Eaton Board of Education owned land, and

WHEREAS, the Eaton Board of Education offers the use of classroom B-105 and related space for the period beginning July 1, 2024, and ending June 30, 2025, for daytime preschool activities regularly scheduled with students and staff in session five (5) days per week.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Eaton Board of Education hereby grants this lease agreement to the Butler County Educational Service Center Governing Board under the following terms and conditions:

DESCRIPTION – EAST ELEMENTARY SCHOOL:

The lease premises are located at 506 N. Aukerman Street, Easton, OH 45320. The Eaton Board of Education will grant the BCESC use of the building classroom (1) and related space. Storage space in designated areas and classrooms not used by the Head Start or other preschool programs shall be reserved for use by the Eaton Community Schools.

The playground area, which serves Eaton Elementary School, may be used for outdoor play activity under supervision by Head Start staff. The BCESC Head Start staff shall schedule the playground areas with the principal of East Elementary School to avoid conflict with the school's scheduled activities.

The gymnasium may be used by both the Head Start Program, East Elementary School, and other school district related groups for assemblies, and other school district related activities i.e., sports activities and practices in the evenings. Priority will be given to the Eaton School's functions. Schedules for the gymnasium will be maintained by the East Elementary School principal or a Board of Education designee. Maintenance/custodian cleanup shall be the responsibility of the respective groups using the gymnasium; i.e., Head Start shall be responsible

ATTACHMENT C

for cleanup of the gymnasium when they use it, and the related functions shall be responsible for the care and cleanup of the gymnasium area following their use of the gymnasium area.

PERSONAL PROPERTY: The BCESC will be responsible for classroom furnishing.

TERM: This Agreement shall be approved on a five (5) day per week basis, with students and staff in session, for the period beginning July 1, 2024, and ending June 30, 2025, unless otherwise terminated in accordance with the termination provisions herein. This lease will be evaluated annually and shall automatically renew for an additional year. The Eaton Board of Education may non-renew this Agreement by providing ten (10) days' notice prior to the expiration thereof.

RENOVATIONS/MODIFICATIONS:

The BCESC agrees not to make any renovations and/or modification to the East Elementary School building without the consent of the Eaton Board of Education and/or their designee. All renovations and modifications, including cost and labor, will ultimately be the responsibility of the BCESC Board of Education. The BCESC acknowledges the premises are suitable for the use intended by the Head Start Program and agrees to pay the cost of all remodeling, painting, alterations, or additions required by the BCESC Head Start Program during the term of the lease. All renovations and improvements to the East Elementary School facility shall become the property of the Eaton Board of Education.

REPAIRS/REPLACEMENT COST:

The Eaton Board of Education shall provide all normal structural repairs as required and conduct its normal preventative maintenance program for the property including the electrical, mechanical, and structural maintenance programs. The Eaton Board of Education shall be responsible for routine fire extinguisher inspections. Should repairs caused by extraordinary occurrence be required as a result of the BCESC Head Start Program's operation, the Eaton Board of Education shall arrange for such repairs at the BCESC Head Start Program's expense.

FOOD SERVICE AND TRANSPORTATION: Food service for morning and afternoon students and transportation for the students for the Head Start Program shall be the responsibility of BCESC Head Start.

CONTINGENCY: It is agreed that this lease is made subject to funding provided or to be made by the United States Government Department of Health and Human Services and/or the Ohio Department of Education, and that neither of these agencies or the Butler County Educational Service Center shall be liable for the payment of rent under the lease or any renewal or extension thereof unless and until funding is made available.

CALAMITY: If the property is destroyed or rendered untenable by fire, natural disaster, or unavoidable accident, in which case, either party shall have the option of declaring this agreement terminated or the costs shall be abated by the Eaton Board of Education until such time that the property is tenable.

ATTACHMENT C

LIABILITY: The BCESC Board of Education shall indemnify and hold harmless the Eaton Board of Education, as a result of the BCESC Head Start Program's use of the property from and against any and all claims, demands, damages, actions, or cause of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury or death during the period the BCESC occupies the property. In addition, the BCESC agrees to carry liability insurance in the amount of \$1,000,000 and then add the Eaton Board of Education as an endorsed insured on BCESC comprehensive liability coverage.

INSURANCE: The Eaton Board of Education shall provide fire and extended insurance coverage on the structure and Board owned personal property in an amount determined reasonable by the Eaton Board of Education. The BCESC shall provide insurance on BCESC Head Start Program-owned property. All personal property owned by BCESC upon the East Elementary School facility shall be at the risk of the BCESC. The Eaton Board of Education shall not be liable for any injury or damage to personal property occurring upon the East Elementary School property and the BCESC property which is the fault of BCESC or Head Start staff.

DEFAULT/ENFORCEMENT: If the BCESC breaches or defaults on any of the terms or conditions of this agreement, the Eaton Board of Education shall provide the BCESC Head Start Program's Director written notification of the breach or default. The BCESC will have thirty (30) days from the date of receipt of the notification to correct the breach or default. If the BCESC fails to cure the breach (as determined in the sole judgment and discretion of the Eaton Board of Education) within this thirty (30) day period, the Eaton Board of Education has the right to terminate this agreement.

EARLY TERMINATION: In the event that the Eaton Board of Education should have need of the total facility (East Elementary School), or in part, including spaces or rooms so designated in this lease for storage and the gymnasium area or for any school purpose, the Eaton Board of Education shall give a thirty (30) day notice to the Butler County Educational Service Center Head Start Program Director. Either party may cancel this lease by giving the other party thirty (30) days written notice of such termination.

RIGHT TO INSPECT PREMISES: The Eaton Board of Education reserves the right to inspect the premises at any time without notice but without disruption to the operation of the Head Start Program.

REPRESENTATIVES: Where this lease agreement refers to either the Eaton Board of Education or the Butler County Educational Service Center (BCESC), those terms shall include the agents, employees, or authorized representatives of each party.

ATTACHMENT C

Any Eaton East Elementary Classroom Lease Agreement signed prior to this contract are indeed null and void.

Approved:

**EATON COMMUNITY SCHOOL
BOARD OF EDUCATION**

**BUTLER COUNTY
EDUCATIONAL SERVICE CENTER**

Eaton Board of Education, Treasurer

Butler County ESC, Treasurer

Eaton Community School
President Board of Education

Butler County ESC
President Board of Education

Date: _____

Date: _____