

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingworth East Elementary
July 8, 2021
6:00 p.m.

I. Opening of the Meeting

A. Call to order – Vice President Beeghly

B. Roll Call

E. Beeghly Present D. Durham Absent B. Myers Present L. Noble Absent T. Parks Present

C. Pledge of Allegiance – Vice President Beeghly led the Pledge of Allegiance.

D. 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, Mark Matthews, Haylee Petelle, and Melissa Stewart

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

Beeghly Y Durham ___ Myers Y Noble ___ Parks Y

Vice President declares motion passed.

#2022-001

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

Vice President resumes open session at 6:51 p.m.

II. Treasurer's Business – Rachel Tait

ADOPTION OF CONSENT AGENDA ITEM – FINANCIAL

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

A. The Treasurer recommends approval of the following:

1. Approve minutes of the June 14, 2021 Regular Board Meeting.
2. Approve minutes of the June 28, 2021 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 Beechwood Golf Course for \$5,298.75 with funds available then (6/12/2021) and now for Football Fundraiser.

Motion by Ben Myers , second by Terry Parks

Discussion – None.

Beeghly Y Durham ___ Myers Y Noble ___ Parks Y

Vice President declares motion passed.

#2022-002

III. **Reports**

- A. **Miami Valley Career Technology Center Report** – Mr. Parks shared that MVCTC's Treasurer, Matt Huffman, will be leaving MVCTC at the end of September. Construction on the new building is going well.
- B. **Parks and Recreation Board Report** – Mr. Myers said there will be a meeting next Tuesday.
- C. **Superintendent Report** – Mr. Parker gave an update on the paving projects currently underway. Mrs. Imhoff gave an update on Summer School.
- 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 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 resignation and retirement.

1. Laura White, Teacher, resignation effective August 13, 2021.

B. Employment – Administrative Contract

The Administration recommends approval of Mark Mathews on a two-year limited contract effective for the 2021-2022 and 2022-2023 school years. Mr. Mathews will serve as the Assistant Elementary Principal beginning July 9, 2021 through December 31, 2021, with transition to the Bruce Elementary Principal beginning January 1, 2022. Salary and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements. Employment contingent upon completion of all local and state requirements including but not limited to background checks and appropriate licensure.

C. Employment Classified Staff

The Administration recommends the employment of the following personnel for the 2021-2022 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. Haylee Petelle, Secretary (10-month), effective August 2, 2021

D. Amend Administrator Handbook

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to Assistant Superintendent, Principals, Assistant Principal, Directors, Psychologist, Psychology Assistant retroactive to July 1, 2021. Handbooks are available at the Superintendent's Office.

E. Amend Exempt Classified Handbook

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to the Superintendent, Administrative RN, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, Secretary to the Director of Operations, retroactive to July 1, 2021. Handbooks are available at the Superintendent's Office.

F. Salary Schedule for Exempt Employees

The Administration recommends approval of the Salary Schedule for Administrators and Exempt Non-Bargaining Classified Staff as presented by the Treasurer, effective at the beginning of each employee's contract year for the 2021-2022, 2022-2023 and 2023-2024 school years.

G. Terminate Current Contract and Execute New Contract for Superintendent

The Administration recommends approval of the resolution to accept the mutual agreement to terminate the 2021-2026 Superintendent contract and to execute a new Superintendent contract with Jeff Parker.

WHEREAS, Jeff J. Parker (“Mr. Parker”) has provided valuable service to the Eaton Community School District as Superintendent for the Board of Education; and

WHEREAS, Mr. Parker is currently employed under a Superintendent Contract; and

WHEREAS, the Board of Education and Mr. Parker mutually desire to terminate the 2021-2026 Superintendent Contract and execute a new Superintendent Contract effective August 1, 2021; and

WHEREAS, this Board of Education believes that the execution of a new Superintendent Contract for Mr. Parker as Superintendent will be highly beneficial to the District by maintaining continuity of personnel and allowing the District to continue to benefit from the extensive knowledge, experience, and leadership abilities of Mr. Parker.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education and Jeff J. Parker mutually agree to terminate the 2021-2026 Superintendent Contract effective July 31, 2021. The 2021-2026 Superintendent Contract shall become null and void on that date.

BE IT FURTHER RESOLVED, that the Board of Education shall execute a new Superintendent Contract effective August 1, 2021 through July 31, 2026. The new Superintendent Contract will supersede and replace any prior contract for employment.

BE IT FURTHER RESOLVED, that it is found and determined that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

H. Terminate Current Contract and Execute New Contract for Treasurer

The Administration recommends approval of the resolution to accept mutual agreement to terminate the current Treasurer/CFO contract and to execute a new Treasurer/CFO contract with Rachel M. Tait

WHEREAS, Rachel M. Tait (“Ms. Tait”) has provided valuable service to the Eaton Community School District as Treasurer/CFO for the Board of Education; and

WHEREAS, Ms. Tait is currently employed under a Treasurer/CFO Contract; and

WHEREAS, the Board of Education and Ms. Tait mutually desire to terminate the current Treasurer/CFO Contract and execute a new Treasurer/CFO Contract effective August 1, 2021; and

WHEREAS, this Board of Education believes that the execution of a new Treasurer/CFO Contract for Ms. Tait as Treasurer/CFO will be highly beneficial to the District by maintaining continuity of personnel and allowing the District to continue to benefit from the extensive knowledge, experience, and leadership abilities of Ms. Tait.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education and Rachel M. Tait mutually agree to terminate the current Treasurer/CFO Contract effective July 31, 2021. The current Treasurer/CFO Contract shall become null and void on that date.

BE IT FURTHER RESOLVED, that the Board of Education shall execute a new Treasurer/CFO Contract effective August 1, 2021 through July 31, 2025. The new Treasurer/CFO Contract will supersede and replace any prior contract for employment.

BE IT FURTHER RESOLVED, that it is found and determined that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

I. Terminate Current Contract and Execute New Contract for Director of Operations

The Administration recommends approval of the resolution to accept mutual agreement to terminate the current Director of Operations contract and to execute a new Director of Operations contract with Matthew Robbins.

WHEREAS, Matthew W. Robbins ("Mr. Robbins") has provided valuable service to the Eaton Community School District as Director of Operations for the Board of Education; and

WHEREAS, Mr. Robbins is currently employed under a Director of Operations Contract; and

WHEREAS, the Board of Education and Mr. Robbins mutually desire to terminate the current Director of Operations Contract and the 2022-2024 Director of Operations Contract and execute a new Director of Operations Contract effective retroactive to July 1, 2021; and

WHEREAS, this Board of Education believes that the execution of a new Director of Operations Contract for Mr. Robbins as Director of Operations will be highly beneficial to the District by maintaining continuity of personnel and allowing the District to continue to benefit from the extensive knowledge, experience, and leadership abilities of Mr. Robbins.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education and Matthew W. Robbins mutually agree to terminate the current Director of Operations Contract and the 2022-2024 Director of Operations Contract effective retroactive to June 30, 2021. The current Director of Operations Contract shall become null and void on that date.

BE IT FURTHER RESOLVED, that the Board of Education shall execute a new Director of Operations Contract effective retroactive to July 1, 2021 through June 30, 2024. The new Director of Operations Contract will supersede and replace any prior contract for employment.

BE IT FURTHER RESOLVED, that it is found and determined that all formal action of this Board of Education concerning or related to the adoption of this Resolution was adopted in an open meeting of this Board, and all deliberations of this Board that resulted in such formal action were adopted in meetings open to the public, in compliance with all applicable requirements of the Ohio Revised Code.

J. Employment – Language Tutor

The Administration recommends the employment of Ayumi Brehm, Japanese tutor, for Limited English-speaking students in the 2021-2022 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.

K. Employment of Non-certificated Substitutes

The Administration recommends employment of the following personnel for the 2021-2022 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. Haylee Petelle, Substitute Secretary, effective July 26, 2021 through August 1, 2021.

L. 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 these nominees on one-year limited contract for the 2021-2022 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. Teah Emrick, Reserve Girls Soccer Coach

M. Volunteers

The Administration recommends approval of the following volunteers.

1. Ann Weadick, Volunteer Volleyball Coach

N. Approval of Job Description

The Administration recommends approval of the job description and position of Dean of Students, per Article 14.F of the Eaton Classroom Teachers Association negotiated agreement (Attachment A).

O. Authorization to Operate School Van

The Administration recommends authorization for the following employees to operate a school van to transport students during the 2021-2022 school year, pending completion of all state and local requirements.

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

Motion by Terry Parks, second by Ben Myers

Discussion – None.

Beeghly Y Durham Myers Y Noble Parks Y

Vice President declares motion passed.

#2022-003

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 Z 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. 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 2021-2022 school year.

Q. 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 2021-2022 school year.

R. Career Advising Resolution

The Administration recommends approval of the following resolution.

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

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

Be It Resolved That, the Eaton Community School Board of Education affirms and authorizes the Eaton Community Schools to continue the implementation of Policy 2413, Career Advising, for the 2021-2022 school year.

S. 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 2021-2022 school year.

T. Amend 2021 Graduation List

The Administration recommends amending the list of graduates for the class of 2021 (Attachment B).

U. Memorandum of Understanding – RN Administrative

The Administration recommends approval of a Memorandum of Understanding between the Eaton Community Schools Board of Education and the Eaton Classroom Teachers Association regarding the RN Administrative (Attachment C).

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

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

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

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

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

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

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

- 1) This plan is adopted, pursuant to approval of the board of education, prior to August 1.
- 2) This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.
- 3) Not later than November 1 of the 2021-2022 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the number of hours that are the equivalent of the three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the district's web portal or web site.
- 5) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 6) As soon as practicable after an announced school authorized under section 3313.482, the appropriate administrator may direct staff to make the designated lessons available on the

district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.

7) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.

8) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.

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

The Administration recommends approval to allow the Superintendent to approve all out-of-state trips to Wayne County and Union County in Indiana for the 2021-2022 school year.

X. Approval for Interscholastic Participation

The Administration recommends approval for interscholastic participation in the following Ohio High School Athletic Association sponsored post-season tournament events for the 2021-2022 school year. Additionally, the Administration recommends the approval of any in-state overnight trips that are deemed necessary and approved by the administration as they relate to the participation in one of the OHSAA sponsored tournaments listed in attachment B. In such circumstance, the Administration recommends approval of such overnight trip to begin no earlier than 1 day prior to the listed tournament start date and return no later than 1 day following the conclusion of the listed tournament end date (Attachment D).

Y. Agreement with the Eaton Police Association

The Administration recommends approval of the agreement with the Eaton Police Association to provide an officer at Aukerman Street and Eagle Lane, or a maximum of two (2) hours per day to assist in maintaining safety and order during student arrival and dismissal times (Attachment E).

Z. 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 2021-2022 school year (Attachment F).

Motion by Ben Myers, seconded by Terry Parks

Discussion – None.

Beeghly Y Durham Myers Y Noble Parks Y

Vice President declares motion passed.

#2022-004

VI. Adjournment

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

Discussion – None.

Beeghly Y Durham Myers Y Noble Parks Y

Vice President declares motion passed.

#2022-005

Vice President adjourns meeting at 7:09 p.m.

Upcoming Meeting

Meeting: Regular Board Meeting
Date/Time: August 9, 2021 – 6:00 p.m.
Location: East Elementary School

JOB DESCRIPTION

*Eaton Community Schools An
Equal Opportunity Employer*

Title: Teacher on Special Assignment - Dean of Students
Reports To: Building Principal or Superintendent
Employment Status: Full-time
FLSA Status: Exempt

QUALIFICATIONS:

1. A Master 's Degree or higher from an accredited college or university with major emphasis in school administration or in a related area. *(If the applicant has begun Master's coursework in an area that relates to Administration or a related area and expresses an interest in Administration as a career option, the applicant can be considered).*
2. Minimum of three (3) years of teaching experience.
3. Administrative license or working toward license preferred.
4. Must pass criminal background check.
5. A record free of criminal violations that would prohibit public school employment. Adheres to the Licensure Code of Professional Conduct for Ohio Educators.
6. Complies with drug-free workplace ntles, board policies, and administrative guidelines/ procedures.
7. Ability to establish working relationships with co-workers and function as part of a cohesive team.
8. Commitment to keep current with skills essential to the objectives of the position. Successful teaching experience. Effective organizational planning and project management skills. Ability to identify, evaluate and implement program options, auxiliary services, and curricular materials that support the diverse learning needs of students.
9. Must be able to work independently.

GENERAL DESCRIPTION:

The Dean of Students will assist the Principal in the organization, administration, and supervision of the individual school programs; performs professional administrative work of an introductory nature in preparation for career advancement to higher-level professional positions in administration; and will assist in all aspects of administrative work, including daily school operations, working with staff, parents and students, and learning about the other responsibilities of building administration including building management and scheduling. *Per the language of the Collective Bargaining Agreement (CBA), the Dean of Students will not have any duties, functions, responsibilities, etc. related to evaluations of members of the same CBA (ECTA).*

ESSENTIAL FUNCTIONS:

1. Ability to assist the Principal, staff and parents on strategies that assist in continuously improving student achievement and instruction.
2. Ability to support the functions of the school including student discipline and other supervisory duties as assigned by the Principal.
3. Ability to assist in establishing a positive learning environment and respond to the individual needs of students, supervise the reporting and monitoring of student attendance, and work with staff on preventative strategies and investigative follow-u pactions.
4. Oversee attendance records and monitor truancy. Will also work with the building principal and county truancy officer.
5. Investigate and handle school and bus discipline concerns and communicate with parents, teachers and the principal.
6. Assist and/or lead the PBIS Team in the building, serve on Building Leadership Team
7. Ability to supervise, direct, motivate, and collaborate with the building principal to improve teaching and learning within the school.
8. Participate, as appropriate, in student IEP and other student-centered committees, MTSS, etc.
9. Ability to communicate and work effectively and constructively with members of the school district and community.

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We do not discriminate on the basis of race, religion, color, sex, age, national origin, ancestry or disability.

Attachment A

10. Ability to react to change and frequent interruptions in a productive and positive manner, meeting deadlines as assigned.
11. Work to implement the vision and mission of the District.
12. Ability to work with technology/computer systems especially as they relate to the teaching and learning process.
13. Prepare requisitions for supplies, textbooks and equipment; conduct inventories, maintain records and check on receipts for such materials.
14. Conduct safety inspections and safety drill practice activities.
15. Assume responsibility to assist the building principal and/or district administration for coordinating transportation, custodial, cafeteria and other support services.
16. Ability to assist in establishing an optimal learning environment within the school.
17. Work with the Guidance Department assisting in areas such as scheduling, district and state testing, etc.
18. Ability to attend extracurricular activities scheduled during the day evening and weekends.
19. Assist with website maintenance.
20. Ability to ensure all school programs and activities conform to District guidelines and assist with building use forms.
21. Ability to model commitment and dedication to work.
22. Ability to work independently and without supervision, and complete work in an efficient manner.
23. Perform record-keeping functions as directed by the Principal.
24. Perform other tasks and assume other responsibilities as the Principal may assign.
25. The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment with the District.
26. Performs other specific job-related duties as directed.

OTHER DUTIES AND RESPONSIBILITIES:

1. Anticipates time constraints. Manages tasks efficiently to meet deadlines.
2. Averts problem situations and intervenes to resolve conflicts.
3. Effectively uses active listening, observation, reading, verbal, nonverbal, and writing skills. Interprets information accurately and initiates effective responses.
4. Maintains accurate records and submits required paperwork on time.
5. Maintains an acceptable attendance record and is punctual.
6. Manages individual, group, and organizational interactions.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of: Board policies and procedures; building policies and procedures; student discipline code; lesson plans; courses of study; textbooks; supplemental teaching materials; teaching techniques and strategies; motivational techniques; public relations; supervision; grading systems; standardized tests; Individualized Educational Plans; intervention techniques; subjects taught.

Ability to: interpret policies procedures, and regulations; administer student discipline code; develop lesson plans; follow courses of study; interpret textbooks and supplemental teaching materials; communicate effectively; supervise; schedule; evaluate; follow directions; maintain records and files; promotes a cooperative attitude with staff and administration; dress appropriately and show responsible care in personal hygiene; display an attitude of enthusiasm and interest in teaching; show respect for students and their opinions.

Skill in: audio visual equipment, computers, copier, laminator, and other items as required.

CONDUCT:

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

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

EQUIPMENT OPERATED:

Audio visual equipment, computer, copier, laminator, and other items as required.

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Attachment A

ADDITIONAL WORKING CONDITIONS:

Occasional exposure to severe weather, loud and noise, unruly children/adults, blood, bodily fluids and tissue.

TERM OF EMPLOYMENT:

One hundred eighty-three (183) days annual contract. Extended service may be approved through supplemental contract at the discretion of the Board of Education.

The need for the Dean of Students position will be assessed each school year. If an Eaton teacher fills this position they will retain all contractual rights and will remain as a member of ECTA. They will retain all employment rights of ECTA members. The teacher filling the Dean of Students position can be assigned back to a position in which they are certified, at the end of the school year. The teacher cannot be terminated as a teacher without due process. The Dean of Students shall not perform any teacher evaluation functions related to other ECTA members. The Dean of Students will not be asked to offer input regarding the evaluation and/or evaluation functions of any ECTA member. Observations of teachers made by the Dean of Students in conjunction with their job description shall not be used to influence the evaluation process of any ECTA member.

PERFORMANCE EVALUATION:

Conducted by the building principal or designee.

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

Superintendent or designee

Date

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

Employee

Date

[Approval date:]

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Attachment B

Final Graduation List 2021

Shyanne Jean Abner	Brittany Nicole Corwin	Dallas Ryan Hines
Ethan Joseph Alderman	Logan Ray Cottle	Tanner Blayne Hixson
Tyler Hylton Ashworth	Nathan Robert Crammer	Gretah Raychel Jene lle Hounshell
Jenna Elizabeth Aukerman	Makayla Jo Deacon	Ethan Isaac Howard
Beau Vincent Austin	Mallory Rene Deaton	Spencer Daniel Hunt
Madelynn Savanna Baker	Mackensie Renee Delk	Isabella Grace Hurd
Brooklyn Maray Barker	James Neal Dossett Jr.	Adrian Michael Johnson
Kendal Paige Barton	Ashton Edward Lee Durbin	Alexis Charlotte Kennedy
Kennedee Jayne Bettker	Felix Harold Durham	Kylee Nichole Kid well
Dawson Neal Blaylock	Trinity Elise Eddy	Austin Michael Kopf
John David Bertel III	Jazlynn Jane Elliott	Carsyn Janice Lammers
Sage Garrett Bowman	Ainesleigh Mae Elstro	Justin John Lammers
Carly Monet Bricker	Ross Michael Fogle	Sam Henry Lawson
Lexi Marie Brooks	Kaitlyn Nicole Ford	Tyler David Laycox
Ryan Edward Brooks	Alina Michelle Fore	Cameron Robert Lewis
Shyanna Nashea Brown	Madison Paige Fugate	Haran Clayton Nathaniel Lewis
Dawson Lee Brubaker	Bradley Gerald Gard	Makayla Noelle Lipps
Rachel Lynn Rose Buckler	Anne Isabella Garton	Trevor Frank Long
Josilyn Marie Bulach	Lillian Catherine Gerau	Eric Chase Lynch
Ethan David Alexander Burrell	Jordan Ashley Gibbs	Celeste Marie Maish
Caleb Lee Caplinger	Libby Ann Giffen	Jesse Aron Marcum
Cameron Michael Carroll	Elizabeth Andrea Gonzalez	Joshua Herbert Martin
Jillian Madison Carroll	Trevor Wade Guehring	Kelli Audrey Mays
Allyson Paige Chadwell	Eric Brennan Halderman	Olivia Zoe McCarty
Kyla Faith Chappel	Halayna Mae Lynn Hall	Noah Franklin McClellan
Rodney Ray Christian	Megan Cathleen Hall	Jacob Thomas McIntosh
Jonathan David Clark	Kendale Ernest Hamilton	Cari Noelle Metz
Marian Linley Clopper	Ellery Katherine Harper	Alexis Marie Miller
Rebecca Jane Clyburn	Jeremiah Cole Hauser	Gabriel Foster Mirovsky
Kendall Deborah Combs	Owen Michael Hewitt	Sophia Ann Murphy

Attachment B

Final Graduation List 2021

Tess Margaret Murphy	Carson Jack Shafer	Kiersten Lynae Woods
Alyvia Sue Myers	Austin Lee Shaffer Colten	Jacob Lewis Wright
Kayla Brianne Noah	Paul Shanefelt Beau	Joshua Nathan Tyler Wysong
Amelia Joice Northern	Matthew Shepherd	Nathaniel Lee Wysong
Joseph Michael Parks	Peyton Lamar Shillingburg	Brandon Joseph Zapfe
Kayleen Marie Peiffer	Alyssa Michele Short	
Ethan HunterPence	Kyla Ashlynn Simpson	
Anthony Joseph Pettitt	Brianna Elizabeth Smith	
Kylee Renee Pitsinger	Madison Nicole Snelling	
Travis Jayden Pittman	Claire Elizabeth Sorrell	
Craig Devin Posey	Faith Alexis Sowder	
Brooke Lynn Pugh	Tanner Justin Staggs	
Emma Marie Pugh	John Henry Sullivan II I	
Jack Colton Randall	George Edward Swain	
Kianna Madison Rhodus	Jacob Sy Tackett	
Emma Marie Rich	Evan Michael Tolliver	
Katryna Ann Rich	Abigail Noelle Towe	
Chloe Rebecca Richardson	Keith Mitchell Turner	
Emily Marie Roark	Lance Douglas Unger	
Rebekah Grace Ruthers	Samantha Elizabeth Venable	
Ceridwyn Irene Salyers	Grace Marie Waltz	
Garrett Michael Sanders	Liam Nickell Wappenst�n	
Kameron Daniel Sandifer	Braily Nicole Ward	
Madison Nicole Sawesky	Arianna Lynea TaylorWatkins	
Alaina Marie Schaeffer	Mercedes Joclyn Welcome	
Lauren Dare Schaurer	Jenna Nycole Wheeler	
Devin Isaac Schmidt	Jacob Alan White	
Madison Abigail Schmidt	Katelyn Rose White	
Hannah Nicole Schneider	Erika Paige Wilkinson	
Jakob Benjamin Selbe	Jeffrey Cole Willard	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the Eaton Community School District Board of Education (the "Board") and the Eaton Classroom Teachers Association (the "Association").

WHEREAS, the Board and the Association are parties to a Negotiated Agreement having a term of July 1, 2021 through June 30, 2024 (the "Agreement"); and

WHEREAS, the Board and the Association agree that the position of school nurse is included in the bargaining unit of the Association; and

WHEREAS, the Board and the Association desire to address a concern regarding hiring for the bargaining unit position of school nurse;

THEREFORE, the Board and the Association agree as follows, effective upon the date of ratification by the parties, through June 30, 2022:

1. The Board and the Association agree that, for the 2021-2022 school year, the Board may employ Tricia Cottingim as a RN Administrative. In that role she will complete the work some of the duties typically performed by a licensed school nurse. Tricia Cottingim must complete her Bachelor of Science in Nursing degree in order to apply for the license of school nurse from the Ohio Department of Education. Once the license is issued, she then will qualify to be eligible to fill the school nurse position, which is a bargaining unit position.
2. The position of school nurse remains in the bargaining unit. **The position of RN Administrative will not replace the position of school nurse.**
3. All other provisions of the Agreement currently in effect between the Parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Agreement and no other agreements shall serve to alter the provisions of the Agreement unless agreed to, in writing, between the parties hereto.

IN WITNESS WHEREOF, the undersigned representatives have signed this Memorandum of Understanding, which shall be effective upon execution of the parties' duly authorized representatives.

For the Board:

For the Association:

Superintendent

Date: _____

ECTA President

Date: _____

Attachment D

2021-2022 OHSA Tournament Dates

Baseball

Sectional	5/14-5/21
District	5/23-5/28
Regional	6/2-6/3
State	6/9-6/11

Girls Basketball

Sectional	2/7-2/19*
District	2/21-2/26
Regional	2/28-3/5
State	3/10-3/12

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

Boys Basketball

Sectional	2/14-2/26*
District	2/28-3/5
Regional	3/7-3/12
State	3/18-3/20

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

Cross Country

District	10/23
Regional	10/30
State	11/6

Football

First Round	10/29-10/30
Reg. Quarter Finals	11/5-11/6
Reg. Semi Finals	11/12-11/13
Reg. Finals	11/19-11/20
State Semi.	11/26-11/27
State Final	TBA

Golf

Sectional Boys DII & Girls DII	9/27-10/2*
District Boys DII & Girls DII	10/4-10/9
State Boys DII & Girls DII	10/15-10/16

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

Soccer

Sectional	10/18-10/23*
District	10/25-10/30
Regional	11/2-11/6
State	11/9-11/13

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

Softball

Sectional	5/7-5/14
District	5/16-5/21
Regional	5/25-5/28
State	6/2-6/4

Attachment D

2021-2022 OHSAA Tournament Dates

Swimming and Diving

Sectional	2/7-2/ 12
District	2/ 14-2/ 19
State	2/ 23-2/ 26

Boys Tennis

Sectional	5/ 9-5/ 14*
District	5/ 16-5/ 21
State	5/ 27 -5 / 28

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

Volleyball

Sectional	10 /18-10/ 23*
District	10 / 25-10/ 30
Regional	11/ 1-11/ 6
State	11/1 1-11/ 13

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

Girls Tennis

Sectional	10/ 4-10/9*
District	10 /11-10/ 16
State	10 / 22-10 / 23

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

Track and Field

District	5/ 16-5/ 21
Regional	5/ 25-5/ 28
State	6/ 3-6/ 4

Wrestling

Individual	2/ 21-2/ 26
Sectional	
Individual	2/ 28--3/ 5
District	
State	3/ 10*

*Denotes 3-day event to begin no sooner than 3/10

SCHOOL POLICE OFFICER SERVICES CONTRACT BETWEEN
EATON COMMUNITY SCHOOLS AND
EATON POLICE ASSOCIATION

THIS SCHOOL POLICE OFFICER SERVICES CONTRACT (this "Agreement") is entered into and made effective as of the 7th day of July 2021, between EATON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION, 306 EATON LEWISBURG ROAD, EATON, OH, 45320, (the "District") and the EATON POLICE ASSOCIATION, OHIO, 328 N. MAPLE STREET, EATON, OH, 45320, (the "Association"). Each of the signatories hereto is referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, it is the desire of the District and the Association to enter into an agreement under which an Eaton Police Officer will provide Services, as specified below in provision 2, at the District during student arrival and departure times during the 2021-2022 school year.

NOW, THEREFORE, the Parties, in exchange for and in consideration of the mutual promises and covenants contained herein agree as follows:

1. NATURE OF AGREEMENT

- A. The Association shall assign a Police Officer to provide police supervision and other safety services (the "Services") at the District.
- B. The Association is a private, non-for-profit corporation duly authorized in the State of Ohio to do business and it is not under the authority, control, or direction of the City of Eaton.
- C. The Police Officer has full police authority while performing duties in the City of Eaton and is a certified Ohio Peace Officer. The Police Officer while engaged in the Services shall at all times be an employee of the Association and not the City of Eaton.
- D. The Police Officer shall provide Services at the intersection of Aukerman Street and Eagle Lane in Eaton, Ohio.
- E. Services shall be provided for one hour during student arrival and for one hour during student dismissal every school day during the 2021-2022 school year.
- F. The District shall pay the City \$30.00 for each hour of Services up to \$60.00 per day.
- G. In performing the Services the Association shall be an independent contractor, and neither the Association nor the assigned Police Officer shall be an employee of the District.
- H. The Association shall determine the method, details and means of performing the Services and shall supply all tools, vehicles, and instrumentalities required to perform the Services under this Agreement.
- I. Throughout the term of this Agreement, the assigned Police Officer shall maintain any and all licenses and certifications, and shall remain current as to training, and professional development. The Association shall be responsible for all costs associated with such licensure, certification, and training.

2. THE SERVICES

- A. The Police Officer shall be a sworn City of Eaton Police Officer assigned to provide the law enforcement activities to assist the District in maintaining safety and order during student arrival and dismissal times.

Attachment E

- B. In general, the Services will be provided one hour before school during student arrival time (8:00 AM to 9:00 AM) and one hour after school during student dismissal time (3:00 PM to 4:00 PM). In case where arrival and dismissal times are different (e.g., late start, snow delay, early dismissal, etc.), the time of providing the Services shall be adjusted, but shall be provided for one-hour periods during student arrival and dismissal times.
- C. The Police Officer shall wear the regulation police officer uniform and operate a police officer vehicle while on duty unless otherwise authorized. One purpose of the Police Officer is to provide a visible deterrent to crime and a positive representation of the Eaton Police Division to students and staff.
- D. The duties outlined in this Agreement are not exhaustive. The Police Officer may have additional duties as assigned by the District in cooperation with the Eaton Police Association.

3. TERMINATION AND SUBSTITUTION OF POLICE OFFICER

- A. Either Party may terminate this Agreement at any time upon 14-day notice. Written notice of the termination shall be delivered to either party, via certified mail at the address stated above.
- B. Upon request by either Party, the Police Officer may be replaced by another individual to serve in the position of Police Officer,

4. PAYMENT TERMS

- A. The Association shall invoice the District within thirty (30) days of month end for the cost of Services.
- B. The District shall pay the Association within 30 days of receipt of invoice. If the District fails to make timely payment, it shall have 10 days to cure any late payment without penalty.

5. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, oral and written, among the Parties with respect to the subject matter hereunder. In the event of any conflict between the terms of this Agreement, the terms of this Agreement shall control.
- B. This Agreement may only be amended in writing signed by each of the Parties. No term or condition of this Agreement shall be deemed waived, nor shall any estoppels exist against the enforcement of any provision of this Agreement, except by written instrument signed by the Party charged with such waiver or estoppels. No single waiver of any term or condition of this Agreement shall be deemed to be a continuing waiver unless indicated in a written instrument signed by the Party charged with the waiver.
- C. This agreement may be executed in multiple counterparts, each of which shall be deemed an original and all signatures delivered by facsimile and/or electronically shall be as effective as original signatures.
- D. Each party warrants that the individual signing this Agreement on behalf of such party has the authority to enter into this Agreement and to bind the principal in whose behalf he or she signs. Further, each party agrees and affirms that the undersigned possesses all requisite right and authority of his or her principal to order or provide, and to obligate his or her principal to pay for, or to provide those services described herein.
- E. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.
- F. No Party may assign this Agreement or the rights, interests or obligations hereunder without the written consent of the other Party.

Attachment E

G. This Agreement will be governed and interpreted under and in accordance with law of the State of Ohio.

Dated June 11, 2021

For Eaton Community School District
Board of Education:

For the Eaton Police Association:

By:

Its:

A handwritten signature in blue ink, appearing to read "Steven R. Hancock", is written over a horizontal line.

By:

Its:



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



2) List of Equipment and Services by Building

Service/Inspections Provided:

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

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

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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.



Attachment F

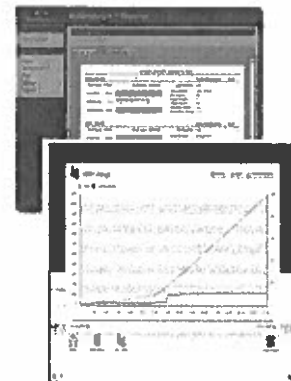
Client Services

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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Attachment F

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.

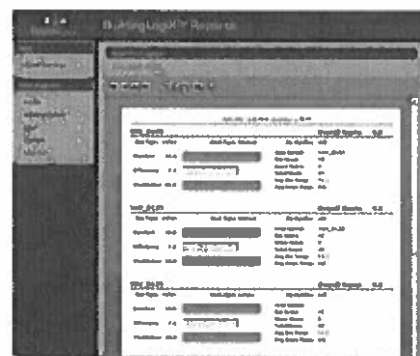
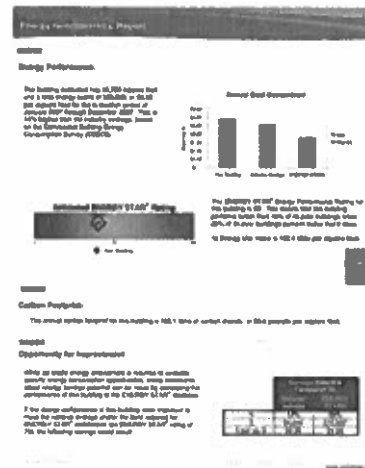
Report Cards

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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Attachment F

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

ACCEPTANCE

Proposal Submitted By:

Submitted by: Matt Musselman

Title: Account Manager

Company: Waibel Energy Systems

Date: 6/22/2021

Proposal Accepted By:

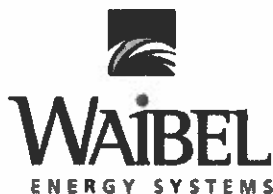
Authorized by: _____

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.

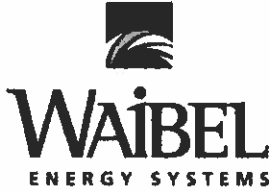
Force Majeure. If WES is unable to carry out any material obligation under the Contract due to events beyond its control, including, but not limited to, acts of God (including abnormal weather), governmental or judicial authority, insurrections, riots, labor disputes, labor or material shortages, fires,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



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.