

I. CALL TO ORDER

The Beavercreek Board of Education met on Thursday, March 17, 2022 at the Board of Education Building. Board President, Ms. Rigano, called the meeting to order at 6:30 p.m., welcoming everyone.

II. ROLL CALL

The following members were present for the Board of Education:

Krista Hunt
Dr. Carl Fischer
Jo Ann Rigano
Gene Taylor
Chris Stein

A quorum was declared with five members present.

III. PLEDGE OF ALLEGIANCE

Ms. Rigano invited everyone to participate in the saying of the Pledge of Allegiance to the American Flag.

IV. APPROVAL OF AGENDA AS PRESENTED – Resolution # 2022-31

Mr. Taylor made a motion to approve the agenda as presented.

Dr. Fischer seconded the motion.

ROLL CALL: Gene Taylor, aye; Dr. Fischer, Aye; Krista Hunt; Aye; Jo Ann Rigano; aye, Chris Stein; Aye

Motion carried 5-0

V. PRESENTATIONS

- A. Recognition of Men's State Swim Team Champions – Presenters, Dale Wren, BHS Principal, and Athletic Director-Brad Pompos

Principal Wren took to the podium to share what a great group of kids the boys are as students and young men. Mr. Wren then handed over the presentation to Brad Pompos the Athletic Director.

Mr. Pompos spoke of being able to come before the board 5 times in the last 6 years for recognizing the swim team. To put that in perspective that means that 5 of the 15 in the school history have been in the last 6 years. He shared how perfectly everything played out for the boys to win the meet. It was a great experience to watch the boys pull it off. He then handed over the podium to Head Coach, Chris Mealson

The Head coach spoke of going in with high expectations, and how as the year wore on the dedication and hard work from the boys was very visible. He spoke of how well they did at Classics. At state the boys put their hearts on the line and did everything they needed to do. The boys were great representatives of Beavercreek City Schools. Just a great season. He thanked the assistant coaches Allie Hess, and Liz Bridgeman. He spoke of his pride in the guys, and stated that he could not have asked for a better year.

The Board recognized the team and the coaches with applause and standing ovations and presented them with gifts.

The team each introduced themselves, their grade and what their role is in the team. The seniors also shared what colleges they would be attending.

Excerpt from Dayton Daily News:

The Beavercreek High School boys swimming and diving team won the Division I state championship -- the first time a public school won Ohio's boys big-school state title in over 30 years, according to school officials. Beavercreek's team scored 211.5 points, edging overwhelming state powerhouse Cincinnati St. Xavier, which took second with 207.5. St. Xavier had won the previous 13 state championships.



B. Retirement Recognition – Presenter, Director of Human Resources, Deron Schwieterman
RESOLUTION #2022-32

At the meeting of the Beavercreek Board of Education held on March 17, 2022, the following resolution was adopted for the following retiring staff member:

Gina Poe – Bus Driver – Transportation – 28 years

WHEREAS, the Beavercreek Board of Education has received notification of the retirement of Gina Poe and

WHEREAS, the Board of Education wishes to publicly recognize and commend, Gina Poe, for her outstanding contribution during their many years of dedicated service to the Beavercreek Schools and community, and

WHEREAS, through her efforts the quality of support and instruction rendered to the District's students, staff and administration, in the performance of the School's mission, has been greatly enhanced, and

WHEREAS, Gina Poe, leaves an outstanding professional and personal record which will serve as an exemplary model for all others to follow, and

WHEREAS, her presence, influence and contribution to our schools have helped to make our schools a better place.

THEREFORE BE IT RESOLVED that the Beavercreek Board of Education does hereby accept, with regret, the resignation for retirement purposes of Gina Poe and does publicly express our sincere appreciation for her outstanding career in our schools and wish her health, happiness and a long, active and contented retirement

As a token of appreciation the retiree received from the school district a copy of the resolution, a plaque, along with a lifetime activity pass which allows the her free admittance to any event was presented by the Director of Human Resources, Mr. Deron Schwieterman.

Transportation Supervisor Lindy Shumaker took to the floor to also recognize Ms. Poe. Ms. Shumaker presented Ms Poe with flowers, and spoke of her years at transportation, in addition to being a hard worker. She spoke of the many field trips taken with the students over the years and of the great smile she always kept on her face. She thanked her for all that she has done and thanked her for all the joy and support given to the kiddos over the years.

Ms. Poe received a standing ovation from the board.

VI. QUESTIONS AND/OR COMMENTS FROM THE PUBLIC

Community Member – Andy Wilson of 442 Zimmer Fairborn, OH – Spoke regarding Expanded Ed Choice Vouchers

Community Member – Donna Wilson of 442 Zimmer Fairborn, OH – Spoke regarding Vouchers – and how voucher affect Municipality's

VII. EXECUTIVE SESSION – RESOLUTION #2022-33

A. The Appointment, Employment, Dismissal, Discipline, Promotion, Demotion or Compensation of Public Employees 121.22 (G) (1)

B. Collective Bargaining 121.22(G)(4)

Ms. Hunt made the motion to enter Executive Session at 7:00 p.m. Mr. Stein seconded the motion.

Dr. Fischer made the motion to exit Executive Session at 7:20 p.m. Mr. Stein seconded the motion

Note: Ms. Hunt took brief leave from meeting

VIII. APPROVAL OF MEETINGS HELD #2022-34

Mr. Stein made a motion to approve the minutes for the meetings held in February 2022 as presented.

A. Minutes for February 2022 Board of Education Meeting

February 15, 2022 Regular Board of Education Meeting

February 22, 2022 Special Board of Education Meeting

Mr. Taylor seconded the motion.

ROLL CALL: Dr. Fischer, aye; Chris Stein, aye; Gene Taylor, aye; Jo Ann Rigano; aye; Ms. Hunt, on break

Motion carried 4-0-1 Ms. Hunt still on brief leave from meeting

IX. ITEMS FOR BOARD DISCUSSION

A. Start Times and Length of Student Day – Presenter – Superintendent Paul Otten

SEE NEXT PAGE(S)

Elem.

District	Length of Student Day	Minutes	School Day Hours
Beavercreek	6 hr. 35 min	395	8:20-2:55, 9:10-3:45
Lakota Local	6 hr. 50 min (K-6)	410	9:10-4:00 (K-2), 8:20-3:10 (3-6)
Worthington	6 hr. 30 min	390	7:55-2:25, 8:20-2:50
Avon Local (Gr 1-2)	6 hr. 40 min (Gr.1-2)	400	Gr. 1-2 (8:50-3:30)
Avon Local (Gr 3-5)	6 hr. 45 min (Gr. 3-5)	405	Gr. 3-5 (7:30-2:15)
Avon Lake City	6 hr. 30 min	390	8:50-3:20
Medina	6 hr. 45 min	405	8:40 - 3:25, 8:45-3:30
Westlake City	6 hr. 40 min	400	8:45-3:25
Loveland	6 hr. 40 min	400	8:30-3:10
Brecksville-Broadview	6 hr. 30 min	390	9:10-3:40
Forest Hills	6 hr 30 min	390	9:15-3:45
Perrysburg	6 hr 30 min	390	9:05-3:35
Solon	6 hr. 30 min	390	8:00-2:30
Strongsville	6 hr 30 min	390	9:05-3:35,
Sylvania	6 hr 30 min	390	8:30-3:00, 9:05-3:35,
Centerville	6 hr 20 min	380	8:00-2:20,
Gahanna-Jefferson	6 hr 25 min	385	8:00-2:25
Kings	6 hr 20 min	380	8:50-3:10
Aurora	6 hr 25 min	385	9:05-3:30
Twinsburg	6 hr 50 min	410	8:30-3:20
Stow-Munroe	6 hr. 30 min	390	9:05-3:35
Hilliard	6 hr. 40 min	400	8:50-3:30, 9:05-3:45
Milford	6 hr. 45 min	405	8:30-3:15, 9:15-4:00
West Clermont	6 hr. 40 min	400	8:20-3:00, 9:20-4:00
Dublin	6 hr. 30 min	390	9:10-3:40
Hamilton	6 hr. 35 min	395	9:00-3:35, 9:30-4:05
Fairfield	6 hr. 30 min	390	8:45-3:15, 9:30-4:00
Mason City	6 hr 30 min	390	8:40-3:10, 9:20-3:50
Sycamore	6 hr 30 min	390	9:00-3:30, 9:30-4:00
Westerville	6 hr 25 min	385	9:05-3:30, 9:20-3:35, 9:15- 3:30
Bellbrook	6 hr. 40 min	400	9:00-3:40
Cedar Cliff	7 hr 5 min	425	7:55-3:00
Yellow Springs	6 hr 30 min	390	8:00-2:30
Fairborn	6 hr 15 min	375	8:25-2:40, 9:15-3:25
Xenia	6 hr. 15 min	375	8:45-3:00
Greeneview	6 hr. 20 min	380	9:10-3:30
Kettering	6 hr 15 min	375	8:15-2:30
Springboro	6 hr. 45 min	405	8:30-3:15, 8:45 - 3:30, 9:20-4:05
Huber Heights	6 hr. 30 min	390	8:45-3:15, 9:15-3:45
Northmont	6 hr. 30 min	390	9:10-3:40
Miamisburg	6 hr 40 min	400	9:05-3:45
Springfield	6 hr 32 min	392	8:30-3:02
ODE Similar District Avg.	6 hr. 34 min.	394 minutes	8:40AM - 3:14 PM
Similar Sized Districts Avg.	6 hr. 34 min.	393 minutes	9:03 AM - 3:51 PM
Greene Co. District Avg.	6 hr. 31 min.	391 minutes	8:40 AM - 3:09 PM
GWOC District Avg.	6 hr. 31 min.	391 minutes	8:49 AM - 3:24 PM
All District Avg.	6 hr. 33 min.	393 minutes	

Middle

District	Length of Student Day	Minutes	School Day Hours
Beavercreek	6 hr. 45 min	405	7:30-2:15
Lakota Local	6 hr. 50 min	410	7:20-2:10,
Worthington	7 hr. 0 min	420	8:45-3:45, 8:50-3:50
Avon Local	7 hr. 0 min	420	8:00-3:00
Avon Lake City	7 hr. 0 min	420	8:00-3:00
Medina	6 hr. 44 min	404	7:38-2:22
Westlake City	6 hr. 45 min	405	7:50-2:35
Hilliard	6 hr. 55 min	415	7:45-2:40
Loveland	6 hr. 40 min	400	7:45-2:25
Brecksville-Broadview	6 hr. 55 min	415	8:10-3:05
Forest Hills	6 hr 45 min	405	8:30-3:15
Perrysburg	6 hr 55 min	415	7:50-2:45
Solon	6 hr.50 min	410	8:40-3:30
Strongsville	7 hr 5 min	425	7:55-3:00
Sylvania	6 hr 50 min	410	8:05-2:55
Centerville	6 hr 45 min	405	8:50-3:35
Gahanna-Jefferson	6 hr 45 min	405	8:45-3:30
Kings	6 hr 30 min	390	7:45-2:15
Aurora	6 hr 50 min	410	7:40-2:30
Twinsburg	6 hr 55 min	415	7:25-2:20
Stow-Munroe	6 hr. 55 min	415	7:45-2:40
Milford	6 hr. 45 min	405	7:45-2:30
West Clermont	7 hr. 15 min	435	7:00-2:15
Dublin	6 hr. 40 min	400	8:28-3:08
Hamilton	7 hr. 0 min	420	8:20-3:20
Fairfield	6 hr. 30 min	390	7:15-1:45
Mason City	6 hr 45 min	405	7:45-2:30
Sycamore	7 hr 0 min	420	8:02-3:02
Westerville	6 hr 45 min	405	8:00-2:45
Bellbrook	7 hr 0 min	420	7:50-2:50
Cedar Cliff	7 hr 5 min	425	7:55-3:00
Yellow Springs	7 hr 0 min	420	8:30-3:30
Fairborn	6 hr 55 min	415	7:45-2:40
Xenia	6 hr. 35 min	395	7:30-2:05
Greeneview	7 hr. 0 min	420	7:25-2:25
Kettering	7 hr 10 min	430	8:30-3:40
Springboro	6 hr. 50 min	410	7:30-2:20
Huber Heights	6 hr. 40 min	400	7:40-2:20
Northmont	7 hr. 05 min	425	7:45-2:50
Miamisburg	6 hr 50 min	410	8:10-3:00
Springfield	6 hr 58 min	418	8:43-3:45
ODE Similar District Avg.	6 hr. 34 min.	410 minutes	8:01 AM - 2:52 PM
Similar Sized Districts Avg.	6 hr. 34 min.	409 minutes	7:47 AM - 2:36 PM
Greene Co. District Avg.	6 hr. 31 min.	414 minutes	7:46 AM - 2:40 PM
GWOC District Avg.	6 hr. 31 min.	413 minutes	8:04 AM - 2:58 PM
All District Avg.	6 hr. 33 min.	412 minutes	

H.S.

District	Length of Student Day	Minutes	School Day Hours
Beavercreek	6 hr. 45 min	405	8:15-3:00
Lakota Local	6 hr. 50 min	410	8:10-3:00
Worthington	7 hr. 20 min	440	7:45-3:05
Avon Local	7 hr. 0 min	420	8:10-3:10
Avon Lake City	7 hr. 8 min	428	7:45-2:53
Medina	6 hr. 52 min	412	7:30-2:22
Westlake City	7 hr. 05 min	425	7:50-2:55
Hilliard	7 hr. 12 min	432	7:20-2:32
Loveland	6 hr. 55 min	415	7:45-2:40
Brecksville-Broadview	7 hr. 0 min	420	7:35-2:35
Forest Hills	6 hr 40 min	400	8:00-2:40
Perrysburg	7 hr 15 min	435	8:10-3:25
Solon	7 hr. 5 min	425	7:50-2:55
Strongsville	7 hr 5 min	425	7:20-2:25
Sylvania	6 hr 50 min	410	7:35-2:25
Centerville	7 hr 0 min	420	7:50-2:50
Gahanna-Jefferson	7 hr 20 min	440	7:30-2:50
Kings	6 hr 35 min	395	7:40-2:15
Aurora	6 hr 40 min	400	7:45-2:25
Twinsburg	6 hr 50 min	410	8:05-2:55
Stow-Munroe	7 hr. 0 min	420	7:30-2:30
Milford	6 hr. 45 min	405	7:45-2:30
West Clermont	7 hr. 15 min	435	7:45-3:00
Dublin	6 hr. 47 min	407	7:55-2:42
Hamilton	7 hr. 10 min	430	7:45-2:55
Fairfield	6 hr. 30 min	390	8:00-2:30
Mason City	6 hr 45 min	405	7:45-2:30
Sycamore	6 hr 48 min	408	7:20-2:08
Westerville	6 hr 45 min	405	7:25-2:05
Bellbrook	7 hr. 0 min	420	8:20-3:20
Cedar Cliff	7 hr 5 min	425	7:55-3:00
Yellow Springs	7 hr 0 min	420	8:30-3:30
Fairborn	6 hr 50 min	410	7:20-2:10
Xenia	6 hr. 53 min	413	7:30-2:23
Greeneview	7 hr. 10 min	430	7:20-2:30
Kettering	7 hr 15 min	435	7:50-3:05
Springboro	6 hr. 55 min	415	7:30-2:25
Huber Heights	7 hr. 0 min	420	7:50-2:50
Northmont	7 hr. 0 min	420	7:50-2:50
Miamisburg	6 hr 45 min	405	7:30-2:15
Springfield	6 hr 48 min	408	7:22-2:10
ODE Similar District Avg.	6 hr. 34 min.	418 minutes	7:46 AM - 2:45 PM
Similar Sized Districts Avg.	6 hr. 34 min.	410 minutes	7:46 AM - 2:35 PM
Greene Co. District Avg.	6 hr. 31 min.	418 minutes	7:52 AM - 2:50 PM
GWOC District Avg.	6 hr. 31 min.	416 minutes	7:44 AM - 2:40 PM
All District Avg.	6 hr. 33 min.	417 minutes	

District	1st Tier	2nd Tier	3rd Tier	4th Tier	Earliest Start	Latest End
Beavercreek	MS	HS/Elem	Elem		7:30	3:45
Lakota Local	MS	HS/Elem	Elem		7:20	4:00
Worthington	HS/Elem	MS/Elem			7:45	3:50
Avon Local	Gr 3-5	MS	HS	Gr 1-2	7:20	3:10
Avon Lake City	HS	MS	Elem		7:45	3:20
Medina	HS	MS	Elem		7:30	3:30
Westlake City	HS/MS	Elem			7:50	3:25
Hilliard	HS	MS	Elem		7:20	3:45
Loveland	HS/MS	Elem			7:45	3:10
Brecksville-Broadview	HS	MS	Elem		7:35	3:40
Forest Hills	HS	MS	Elem		8:00	3:45
Perrysburg	MS	HS	Elem		7:50	3:35
Solon	HS	Elem	MS		7:50	3:30
Strongsville	HS	MS	Elem		7:20	3:35
Sylvania	HS	MS	Elem		7:35	3:35
Centerville	HS	Elem	MS		7:50	3:35
Gahanna-Jefferson	HS	Elem	MS		7:30	3:30
Kings	HS/MS	Elem			7:40	3:10
Aurora	HS/MS	Elem			7:40	3:30
Twinsburg	MS	HS	Elem		7:25	3:20
Stow-Munroe	HS	MS	Elem		7:30	3:35
Milford	HS/MS	Elem			7:45	4:00
West Clermont	MS	HS	Elem		7:00	4:00
Dublin	HS	MS	Elem		7:55	3:40
Hamilton	HS	MS	Elem		7:45	4:05
Fairfield	MS	HS	Elem		7:15	4:00
Mason City	HS/MS	Elem			7:45	3:50
Sycamore	HS	MS	Elem		7:20	4:00
Westerville	HS	MS	Elem		7:25	3:35
Bellbrook	MS	HS	Elem		7:50	3:40
Cedar Cliff	HS/MS/Elem				7:55	3:00
Yellow Springs	Elem	HS/MS			8:00	3:30
Fairborn	HS	MS	Elem		7:20	3:25
Xenia	HS/MS	Elem			7:20	3:00
Greeneview	HS/MS	Elem			7:20	3:30
Kettering	HS	Elem	MS		7:50	3:40
Springboro	HS/MS	Elem			7:30	4:05
Huber Heights	HS/MS	Elem			7:40	3:45
Northmont	HS/MS	Elem			7:45	3:40
Miamisburg	HS	MS	Elem		7:30	3:45
Springfield	HS	Elem	MS		7:22	3:45
Type of District	Avg. Start Time	Avg. End Time				
ODE Similar District Avg.	7:36 AM	3:32 PM				
Similar Sized Districts Avg.	7:31 AM	3:52 PM				
Greene Co. District Avg.	7:36 AM	3:24 PM				
GWOC District Avg.	7:37 AM	3:45 PM				
All District Avg.	7:35 AM	3:36 PM				

B. Revision/Amendment to 2021-2022 GCESC Contract – Presenter – Dr. Bobbie Fiori

SEE NEXT PAGE(S)



**GREENE COUNTY EDUCATIONAL SERVICE CENTER
(GCESC)**

**“REVISED” Contract Amount for FY22
Pursuant to O.R.C. 3313.842 and O.R.C. 3313.845**

County ESC GREENE COUNTY ESC ESC IRN 047233

District Beavercreek City County: GREENE

District IRN 047241

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have \$ 12.00 per pupil deducted from SF-3 payments computed by the Ohio Department of Education for services outlined in this agreement beginning **July 1, 2021.**

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have deducted bi-monthly from state foundation payments throughout the fiscal year in the amount of \$3,350,000 for services outlined in this agreement beginning **July 1, 2021.**

District Superintendent Signature

Date

District Treasurer Signature

Date

Board Resolution _____

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____

C. GCESC Contract for Fiscal Year 2023 – Presenter – Dr. Bobbie Fiori

SEE NEXT PAGE(S)



**GREENE COUNTY EDUCATIONAL SERVICE CENTER
(GCESC)**

**Contract Amount for FY23
Pursuant to O.R.C. 3313.842 and O.R.C. 3313.845**

County ESC GREENE COUNTY ESC ESC IRN 047233
 District Beavercreek City County: GREENE
 District IRN 047241

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have \$ 12.00 per pupil deducted from SF-3 payments computed by the Ohio Department of Education for services outlined in this agreement beginning **July 1, 2022.**

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have deducted bi-monthly from state foundation payments throughout the fiscal year in the amount of \$ 3,000,000 for services outlined in this agreement beginning **July 1, 2022.**

[Signature]
District Superintendent Signature

3/25/22
Date

[Signature]
District Treasurer Signature

3/25/22
Date

Board Resolution 2022-36

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____



GREENE COUNTY EDUCATIONAL SERVICE CENTER
(GCESC)

"REVISED" Contract Amount for FY22
Pursuant to O.R.C. 3313.842 and O.R.C. 3313.845

County ESC GREENE COUNTY ESC ESC IRN 047233

District Beavercreek City County: GREENE


District IRN 047241

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have \$ 12.00 per pupil deducted from SF-3 payments computed by the Ohio Department of Education for services outlined in this agreement beginning **July 1, 2021.**

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have deducted bi-monthly from state foundation payments throughout the fiscal year in the amount of \$3,350,000 for services outlined in this agreement beginning **July 1, 2021.**



District Superintendent Signature

3/25/22
Date



District Treasurer Signature

3/25/22
Date

Board Resolution 2022-34

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____

X. FINANCIAL REPORTS REQUEST – ITEMS FOR BOARD DISCUSSION - RESOLUTION # 2022-35

Mr. Stein made a motion to consider the recommendation of the Treasurer to approve the February 2022 financial reports request items A-C as presented.

A. Financial Reports February 2022

SEE NEXT PAGE(S)

Beavercreek City Schools
 Monthly Analysis of Revenues and Expenses
 February - Fiscal Year 2022

	Monthly Estimate	Monthly Actual	Monthly Difference	Year to Date Estimate	Year to Date Actual	Year to Date Difference
Beginning Cash Balance	21,175,094	21,580,588	405,493	24,872,507	24,872,507	0

Receipts:

From Local Sources

	Monthly Estimate	Monthly Actual	Monthly Difference	Year to Date Estimate	Year to Date Actual	Year to Date Difference	% of Total
Real Estate Tax	33,500,000	33,605,000	105,000	67,682,000	67,899,348	217,348	77.50%
Personal Tangible	0	0	0	1,188,658	1,181,478	-7,180	1.35%
Proceeds from Sale of Notes	0	0	0	0	0	0	0.00%
Other Local	150,000	206,966	56,966	3,212,402	3,030,836	-181,566	3.46%

From State Sources

Foundation Program	828,478	853,275	24,797	10,613,220	10,864,540	251,320	12.40%
Rollback and Homestead/TPP Reimb	0	0	0	3,274,072	3,322,324	48,252	3.79%

From Federal Sources

Public Law 874	0	0	0	0	0	0	0.00%
Other Federal	0	0	0	0	0	0	0.00%

Non-Operating Receipts	0	684	684	914,000	1,313,415	399,415	1.50%
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Total Receipts	34,478,478	34,665,925	187,447	86,884,352	87,611,940	727,588	100.00%	0.84%
Receipts Plus Cash Balance	55,653,572	56,246,513	592,940	111,756,859	112,484,448	727,588		

Expenses

Salaries and Wages	5,160,000	4,602,853	-557,147	38,980,000	38,591,044	-388,956	60.87%	
Fringe Benefits	1,700,000	1,696,590	-3,410	15,575,200	15,396,650	-178,550	24.29%	39.90%
Purchased Services	400,000	376,906	-23,094	4,200,000	4,191,215	-8,785	6.61%	
Materials, Supplies and Books	200,000	143,104	-56,896	1,930,000	1,763,811	-166,189	2.78%	
Capital Outlay	5,000	5,182	182	161,292	552,446	391,154	0.87%	
Repayment of Debt	0	0	0	0	0	0	0.00%	
Other Non-Operating Expenditures	0	0	0	0	0	0	0.00%	
Other (Governmental Expenditures)	390,000	333,730	-56,270	3,111,795	2,901,132	-210,663	4.58%	


Total Expenditures	7,855,000	7,158,364	-696,636	63,958,287	63,396,299	-561,988		-0.88%
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Ending Cash Balance	47,798,572	49,088,149	1,289,577	47,798,572	49,088,149	1,289,577	100.00%	
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Months elapsed in FY	8
Total Projected Expenditures	\$98,881,157
Spent to Date	\$63,396,299
% Spent	64.11%
% of FY Elapsed	66.67%

Beavercreek City Schools
Monthly Financial Reports – February 2022

Financial Re-Cap for:
 Board of Education Meeting
 March 17, 2022




Executive Summary – Financial Reporting
For the Month of February 2022
Overview

✓ This report is based on the Five Year Forecast that was approved by the Board of Education in November 2021. As the Forecast is transitioned into budgets for the district, we will be monitoring our expenditure levels reflected in the financial reports.

✓ We project the amounts monthly for budget purposes and monitor monthly activity against those projections to determine if we are in alignment with the projected expenditures. As we proceed throughout the year, we will see if our projections hold and we will update our forecast accordingly.

✓ Currently, we are spending in alignment with our forecast as we start the fiscal year.




Executive Summary – Financial Reporting
For the Month of February 2022
Overview

✓ The following slides will present the Revenue and Expenditure line items that correspond to the Monthly Analysis of Revenues and Expenditures – the monthly report I have included in your board packet.

✓ Each month we will look at:


- ❖ Month-To-Date: Budget vs. Actual Revenues and Expenditures
- ❖ Fiscal-To-Date: Budget vs. Actual Revenues and Expenditures



Executive Summary – Financial Reporting
For the Month of February 2022
Local Receipts

✓ **Real Estate Taxes** collected fiscal year-to-date total \$67,899,348 which is in alignment with fiscal year projected receipts.

✓ Our current tax base is stable and growing.



Executive Summary – Financial Reporting
For the Month of February 2022
Receipts


	<u>Monthly Estimate</u>	<u>Monthly Actual</u>	<u>Monthly Difference</u>
<u>Real Estate Tax</u>	\$33,500,000	\$33,605,000	\$105,000
	<u>Year to Date Estimate</u>	<u>Year to Date Actual</u>	<u>Year to Date Difference</u>
	\$67,682,000	\$67,899,348	\$217,348



Executive Summary – Financial Reporting
For the Month of February 2022
State Funding Receipts

✓ **State Foundation** funding of \$853,275 was collected this month. To date, we are \$251,320 over projections on our collections.


✓ We will continue to monitor these changes in funding closely.



Executive Summary – Financial Reporting
For the Month of February 2022

Receipts


	Monthly Estimate	Monthly Actual	Monthly Difference
<u>State Foundation</u>	\$828,478	\$853,275	\$24,797
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$10,613,220	\$10,864,540	\$251,320



Executive Summary – Financial Reporting
For the Month of February 2022

Revenues:


- ✓ Our non-operating receipts are comprised of FY22 “advances in” for \$1,311,221.85. Typically, grants are awaiting federal/state reimbursements at year-end and General Fund (GF) must advance out funds on June 30th that will be advanced back into the GF after June 30th.
- ✓ This practice of advancing funds to/from the GF at year-end/year-beginning is in compliance with Ohio Revised Code and is audited annually to be sure proper accounting is used.
- ✓ We are in compliance.



Executive Summary – Financial Reporting
For the Month of February 2022


Expenditures:

- ✓ **Salaries and wages** as of February are coming in under projections by approximately \$-388,956.
- ✓ **Fringe benefits** as of the month of February came in under projections by approximately \$-178,550.
- ✓ These expenditures will ebb and flow from month-to-month as we monitor them to be sure they are in compliance with the five year forecast.




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	Monthly Estimate	Monthly Actual	Monthly Difference
<u>Salaries & wages</u>	\$5,160,000	\$4,602,853	-\$557,147
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$38,980,000	\$38,591,044	-\$388,956



Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	Monthly Estimate	Monthly Actual	Monthly Difference
<u>Fringe Benefits</u>	\$1,700,000	\$1,696,590	-\$3,410
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$15,575,200	\$15,396,650	-\$178,550




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures:

- ✓ **Purchased Services** costs of \$376,906 this month-to-date came in under projections of \$-8,785 fiscal-to-date.


[The charter and voucher payments are no longer "pass-thru" payments in the 2022-23 and 2023-24 Biennium Budget. Instead, the schools are directly paid by the Ohio Department of Education.]

- ✓ **Materials, Supplies and Books** to date came in under projections by about \$-166,189.
- ✓ **Capital Outlay** to date came in over projections by about \$391,154.



Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	Monthly Estimate	Monthly Actual	Monthly Difference
<u>Purchased Svcs.</u>	\$400,000	\$376,906	\$-23,094
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$4,200,000	\$4,191,215	\$-8,785




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	Monthly Estimate	Monthly Actual	Monthly Difference
<u>Materials, Supplies</u>	\$200,000	\$143,104	\$-56,896
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$1,930,000	\$1,763,811	\$-166,189




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	Monthly Estimate	Monthly Actual	Monthly Difference
<u>Capital Outlay</u>	\$5,000	\$5,182	\$182
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$161,292	\$552,446	\$391,154




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures:

- ✓ Expenditures are under projections by about \$-561,988 or -0.88%.
- ✓ We continue monitoring these expenditures to determine that our spending plan is still in proper alignment.




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures

	<u>Monthly Estimate</u>	<u>Monthly Actual</u>	<u>Monthly Difference</u>
<u>Total Expenditures</u>	\$7,855,000	\$7,158,364	\$-696,636
	<u>Year to Date Estimate</u>	<u>Year to Date Actual</u>	<u>Year to Date Difference</u>
	\$63,958,287	\$63,396,299	\$-561,988




Executive Summary – Financial Reporting
For the Month of February 2022
Expenditures:

- ✓ As of February , we are in alignment with budgeted expenditures, 66.67% of the fiscal year has elapsed and we have spent 64.11% of the annual budget. Our cash-flow is positive and we expect to end the year within budget.
- ✓ We did have \$1,311,221.85 in advances to close the books as of June 30, 2021. We made these advances from General Fund to the various grant funds awaiting reimbursement from state and federal sources. Since the grants are reimbursing, we must advance funds at year-end so they are not in a deficit. Advances are not required to be budgeted per Ohio Law.



Executive Summary – Financial Reporting
For the Month of February 2022
“Bottom-Line” Cash Balance:

<u>Ending Cash Balance</u>	<u>Monthly Estimate</u>	<u>Monthly Actual</u>	<u>Monthly Difference</u>
	\$47,798,572	\$49,088,149	\$1,289,577
	<u>Year to Date Estimate</u>	<u>Year to Date Actual</u>	<u>Year to Date Difference</u>
	\$47,798,572	\$49,088,149	\$1,289,577





BCSD BANK RECONCILIATION					
February 2022					
Bank Statement Balances:					
Chase - Operating (Concentration Acct.)					35,767,670.57
US Bank - Meeder Money Market					9,811.22
US Bank - Meeder Investments					12,777,011.16
Chase- High Yield Savings					15,148.90
STAR Ohio					12,982,390.02
PNC Bank - Money Market Savings					70,361.93
Self-Insured Worker's Compensation					2,710.55
Athletic Change Fund				5,000.00	
Food Service Change Fund				2,215.00	
BHS Change Fund				500.00	
CMS Change Fund				500.00	
AMS Change Fund				500.00	
Central Office Change Fund				100.00	
				Total Bank Balances:	61,633,919.35
Adjustments:					
Outstanding Checks (Operating)					(133,774.96)
Outstanding Checks (Payroll Net)					(108,252.86)
Outstanding Checks (Worker's Comp)					(2,710.55)
Interest - Chase Operating					-
Interest - Meeder Investments					(1,937.65)
Interest - Chase High Yield Savings					(0.58)
Interest - STAR Ohio					(1,575.55)
Interest - PNC Bank					(0.54)
CBS amount in Accumulator					(2,060.00)
Handcheck American Fidelity Variance					166.64
2/22 Grady ACH In-Transit					(14,348.50)
Adjustment					1,398.43
				Total Adjustments:	(263,096.12)
Adjusted Bank Balances:					
					61,370,823.23
Fund Balances per Board Books:					
					61,370,823.23
Variance					
					0.00

BEAVERCREEK CITY SCHOOL DISTRICT					
INVESTMENT INCOME					
			February		
			2022		
INVESTMENT INCOME:					
Bank				Amount	Receipt Code
US Bank - Meeder - MM			Variable	0.00	001-1410-0000
US Bank - Meeder - Investment			Variable	1,937.65	001-1410-0000
US Bank - Meeder - Prem./Disc.			Variable	0.00	001-1410-0000
US Bank - Meeder - Gain/(Loss)			Variable	0.00	001-1410-0000
Chase - High Yield Savings			0.05%	0.58	001-1410-0000
Star Ohio			0.20%	1,575.55	001-1410-0000
PNC Bank - Business Money Market			0.01%	0.54	001-1410-0000
TOTAL INVESTMENT INCOME				\$ 3,514.32	
INVESTMENT INCOME DISTRIBUTION:					
Fund		Fund Balance	Rate	Amount	Receipt Code
Food Service Fund		247,175.30	0.05%	10.30	006-1410-0000
Dayton Islamic		79,785.55	0.05%	3.32	401-1410-9522
St. Luke		94,799.37	0.05%	3.95	401-1410-9622
Carroll HS		238,963.99	0.05%	9.96	401-1410-9722
Bright Beginnings		11,238.85	0.05%	0.47	401-1410-9922
				\$ 28.00	
General Fund Interest Distribution				\$ (28.00)	001-1410-0000

**Beavercreek City Schools
Cash Summary Report**

	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund 001 GENERAL	\$ 24,870,621.39	\$ 34,665,925.12	\$ 87,611,940.31	\$ 7,158,363.74	\$ 63,396,298.75	\$ 49,086,262.95	\$ 2,450,428.05	\$ 46,635,834.90
Fund 002 BOND RETIREMENT	\$ 3,724,372.19	\$ 2,437,000.00	\$ 5,298,361.37	\$ 0.00	\$ 5,284,193.42	\$ 3,738,540.14	\$ 0.00	\$ 3,738,540.14
Fund 003 PERMANENT IMPROVEMENT	\$ 2,969,853.31	\$ 1,213,000.00	\$ 5,070,505.35	\$ 146,980.49	\$ 4,399,589.10	\$ 3,640,769.56	\$ 1,818,035.93	\$ 1,822,733.63
Fund 004 BUILDING	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 006 FOOD SERVICE	\$ 15,636.20	\$ 454,951.70	\$ 2,801,977.68	\$ 279,717.81	\$ 2,140,212.38	\$ 677,401.50	\$ 430,226.20	\$ 247,175.30
Fund 007 SPECIAL TRUST	\$ 55,700.00	\$ 6,000.00	\$ 15,166.36	\$ 0.00	\$ 48,400.00	\$ 22,466.36	\$ 0.00	\$ 22,466.36
Fund 009 UNIFORM SCHOOL SUPPLIES	\$ 875,933.51	\$ 7,096.80	\$ 465,849.83	\$ 26,298.45	\$ 440,071.55	\$ 901,711.79	\$ 91,992.14	\$ 809,719.65
Fund 018 PUBLIC SCHOOL SUPPORT	\$ 427,793.02	\$ 24,840.34	\$ 195,263.42	\$ 10,730.30	\$ 121,799.03	\$ 501,257.41	\$ 73,299.27	\$ 427,958.14
Fund 019 OTHER GRANT	\$ 10,078.21	\$ 0.00	\$ 41,355.00	\$ 0.00	\$ 9,499.98	\$ 41,933.23	\$ 42.50	\$ 41,890.73
Fund 020 SPECIAL ENTERPRISE FUND	\$ 76,580.56	\$ 0.00	\$ 19,394.00	\$ 0.00	\$ 45,414.43	\$ 50,560.13	\$ 0.00	\$ 50,560.13
Fund 022 DISTRICT CUSTODIAL	\$ 509,136.57	\$ 701,562.52	\$ 5,802,196.84	\$ 462,409.18	\$ 6,264,821.53	\$ 46,511.88	\$ 46,362.42	\$ 149.46
Fund 024 EMPLOYEE BENEFITS SELF INS.	\$ 1,145,677.69	\$ 1,161,129.00	\$ 9,062,386.82	\$ 1,159,487.00	\$ 8,958,517.72	\$ 1,249,546.79	\$ 0.00	\$ 1,249,546.79
Fund 025 COMPUTER NETWORK CLASS 'A'SIT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 027 WORKMANS COMPENSATION-SELF INS	\$ 342,203.74	\$ 19,729.30	\$ 164,446.00	\$ 6,766.77	\$ 97,113.26	\$ 409,536.48	\$ 20,962.07	\$ 388,574.41
Fund 032 SCHOOL IMPROVEMENT MODELS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 200 STUDENT MANAGED ACTIVITY	\$ 198,543.48	\$ 3,747.41	\$ 77,292.11	\$ 2,026.62	\$ 51,852.79	\$ 223,982.80	\$ 40,294.87	\$ 183,687.93
Fund 300 DISTRICT MANAGED ACTIVITY	\$ 697,241.21	\$ 29,882.52	\$ 440,861.59	\$ 40,004.78	\$ 424,794.81	\$ 713,307.99	\$ 180,416.80	\$ 532,891.19
Fund 401 AUXILIARY SERVICES	\$ 204,017.06	\$ 513,621.12	\$ 961,489.16	\$ 66,041.88	\$ 740,718.46	\$ 424,787.76	\$ 44,796.63	\$ 379,991.13

**Beaver Creek City Schools
Cash Summary Report**

	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund 416 TEACHER DEVELOPMENT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 431 GIFTED EDUCATION FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 432 MANAGEMENT INFORMATION SYSTEM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 440 ENTRY YEAR PROGRAMS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 450 SCHOOLNET EQUIP/INFRASTRUCTURE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 451 DATA COMMUNICATION FUND	\$ 0.00	\$ 0.00	\$ 9,000.00	\$ 0.00	\$ 0.00	\$ 9,000.00	\$ 0.00	\$ 9,000.00
Fund 452 SCHOOLNET PROFESS. DEVELOPMENT	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 458	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 459 OHIO READS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 460 SUMMER INTERVENTION	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 466 STRAIGHT A FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 467 STUDENT WELLNESS AND SUCCESS FUND	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 499 MISCELLANEOUS STATE GRANT FUND	\$ 31,182.16	\$ 3,219.68	\$ 58,035.77	\$ 2,824.52	\$ 60,312.83	\$ 28,905.10	\$ 2,075.00	\$ 26,830.10
Fund 504	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 506 RACE TO THE TOP	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 507 ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF FUND	\$ 457,727.87	\$ 40,942.15	\$ 965,935.11	\$ 140,187.98	\$ 1,563,850.96	\$ (140,187.98)	\$ 60,176.25	\$ (200,364.23)
Fund 510 CORONAVIRUS RELIEF FUND	\$ 72,460.50	\$ 0.00	\$ 91,149.30	\$ 0.00	\$ 163,609.80	\$ 0.00	\$ 2,718.67	\$ (2,718.67)
Fund 514	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

**Beaver Creek City Schools
Cash Summary Report**

	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund 516 IDEA PART B GRANTS	\$ 55,659.73	\$ 145,549.01	\$ 1,144,823.41	\$ 138,719.57	\$ 1,339,202.71	\$ (138,719.57)	\$ 49,810.13	\$ (188,529.70)
Fund 532	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 533 TITLE II D - TECHNOLOGY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 551 LIMITED ENGLISH PROFICIENCY	\$ 0.00	\$ 2,809.83	\$ 20,016.49	\$ 3,536.40	\$ 23,552.89	\$ (3,536.40)	\$ 0.00	\$ (3,536.40)
Fund 572 TITLE I DISADVANTAGED CHILDREN	\$ 0.00	\$ 36,025.81	\$ 301,609.23	\$ 41,222.38	\$ 342,831.61	\$ (41,222.38)	\$ 0.00	\$ (41,222.38)
Fund 573 TITLE V INNOVATIVE EDUC PGM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 581	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 584 DRUG FREE SCHOOL GRANT FUND	\$ 0.00	\$ 0.00	\$ 9,372.00	\$ 0.00	\$ 9,372.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 587 IDEA PRESCHOOL-HANDICAPPED	\$ 14,617.25	\$ 2,929.17	\$ 43,075.74	\$ 2,335.84	\$ 60,028.83	\$ (2,335.84)	\$ 0.00	\$ (2,335.84)
Fund 589	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 590 IMPROVING TEACHER QUALITY	\$ 12,266.95	\$ 1,593.94	\$ 45,980.86	\$ 0.00	\$ 58,247.81	\$ 0.00	\$ 11,007.95	\$ (11,007.95)
Fund 599 MISCELLANEOUS FED. GRANT FUND	\$ 14,120.91	\$ 0.00	\$ 639,275.42	\$ 21,964.42	\$ 723,052.80	\$ (69,656.47)	\$ 0.00	\$ (69,656.47)
Grand Total	\$ 36,781,423.51	\$ 41,471,555.42	\$ 121,356,759.17	\$ 9,709,618.13	\$ 96,767,359.45	\$ 61,370,823.23	\$ 5,322,644.88	\$ 56,048,178.35



Beavercreek City School District Operating Account

Monthly Investment Report
February 28, 2022

Your Investment Representative:

Eileen Stanic

(440) 662-8268

estanic@meederinvestment.com

For questions about your account please contact your investment representative or contact publicfundsoperations@meederinvestment.com

Dublin, Ohio | Lansing, Michigan | Long Beach, California | 866-633-3371 | www.meederpublicfunds.com

Beavercreek City School District Operating Account

PORTFOLIO SUMMARY

As of February 28, 2022



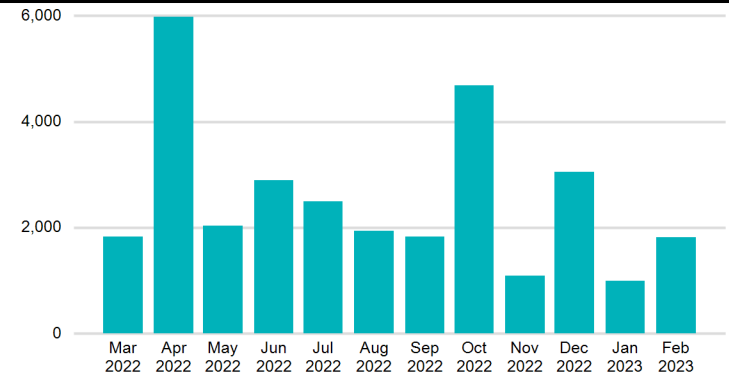
MONTHLY RECONCILIATION

Beginning Book Value	12,785,941.40
Contributions	
Withdrawals	
Prior Month Management Fees	(951.00)
Prior Month Custodian Fees	(105.67)
Realized Gains/Losses	
Gross Interest Earnings	1,937.65
Ending Book Value	12,786,822.38

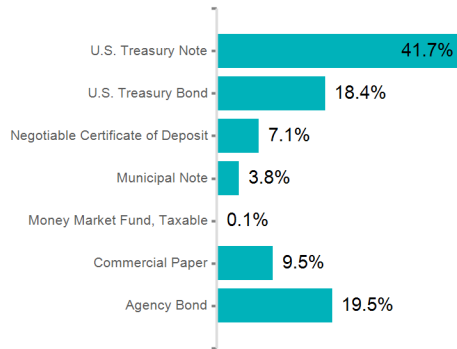
PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	0.34%
Portfolio Effective Duration	1.29 yrs
Weighted Average Maturity	1.32 yrs

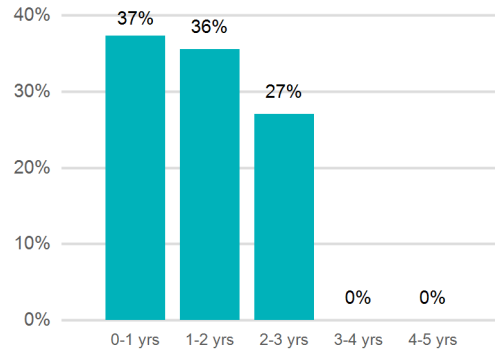
PROJECTED MONTHLY INCOME SCHEDULE



SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



Beavercreek City School District Operating Account

PROJECTED INCOME SCHEDULE

As of February 28, 2022



CUSIP	SECURITY DESCRIPTION	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023
05580AE83	BMW Bank of North America 0.650% 10/15/2024		807						811				
199492L80	Columbus, City Of 0.197% 04/01/2022		473										
3130AMRY0	FHLB 0.125% 06/02/2023				125						125		
3130ANHK9	FHLB 0.420% 06/26/2024						1,050						1,050
3130AQ5X7	FHLB 1.150% 12/30/2024				1,438						1,438		
3133EM2E1	FFCB 0.160% 08/10/2023						200						200
3133EMGP1	FFCB 0.150% 05/16/2022			945									
3133EMNG3	FFCB 0.230% 01/19/2024					115						115	
3133ENGQ7	FFCB 0.920% 12/09/2024				644						644		
38149ME33	Goldman Sachs Bank USA Holdings LLC 0.650% 10/21/2024		807						811				
63873KG50	Natixis 07/05/2022					1,507							
856285XV8	State Bank of India 0.700% 10/18/2024		872						872				
87165FC28	Synchrony Bank 0.650% 10/15/2024		569						569				
912828ZH6	UST 0.250% 04/15/2023		188						188				
912828ZM5	UST 0.125% 04/30/2022		754										
912828ZY9	UST 0.125% 07/15/2023					156						156	
91282CAF8	UST 0.125% 08/15/2023						156						156
91282CAK7	UST 0.125% 09/15/2023	78						78					
91282CAP6	UST 0.125% 10/15/2023		78						78				
91282CAR2	UST 0.125% 10/31/2022		219						137				
91282CAW1	UST 0.250% 11/15/2023			563						563			
91282CBA8	UST 0.125% 12/15/2023				188						188		
91282CBD2	UST 0.125% 12/31/2022				94						258		

Beavercreek City School District Operating Account

PROJECTED INCOME SCHEDULE

As of February 28, 2022



CUSIP	SECURITY DESCRIPTION	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023
91282CBE0	UST 0.125% 01/15/2024					94						94	
91282CBM2	UST 0.125% 02/15/2024						125						125
91282CBR1	UST 0.250% 03/15/2024	313						313					
91282CBV2	UST 0.375% 04/15/2024		469						469				
91282CCC3	UST 0.250% 05/15/2024			375						375			
91282CCD1	UST 0.125% 05/31/2023			156						156			
91282CCG4	UST 0.250% 06/15/2024				250						250		
91282CCK5	UST 0.125% 06/30/2023				156						156		
91282CCL3	UST 0.375% 07/15/2024					469						469	
91282CCN9	UST 0.125% 07/31/2023					156						156	
91282CCT6	UST 0.375% 08/15/2024						281						281
91282CCU3	UST 0.125% 08/31/2023						125						
91282CCX7	UST 0.375% 09/15/2024	281						281					
91282CDA6	UST 0.250% 09/30/2023	1,156						1,156					
91282CDB4	UST 0.625% 10/15/2024		469						469				
91282CDD0	UST 0.375% 10/31/2023		281						281				
TOTAL		1,828	5,984	2,039	2,894	2,497	1,938	1,828	4,684	1,094	3,058	990	1,813

Beavercreek City School District Operating Account

POSITION STATEMENT

As of February 28, 2022



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Cash and Cash Equivalents											
31846V567	First American Funds, Inc.	2/28/2022 2/28/2022	\$9,811.22	\$9,811.22	\$9,811.22	0.02%	0.003 0.003	\$1.00 \$9,811.22	\$0.00	0.04%	AAAm
STAROHIO	STAR Ohio XX179	2/28/2022 2/28/2022	\$12,982,390.02	\$12,982,390.02	\$12,982,390.02	0.20%	0.003 0.003	\$1.00 \$12,982,390.02	\$0.00	50.69%	AAAm
SubTotal			\$12,992,201.24	\$12,992,201.24	\$12,992,201.24	0.20%		\$12,992,201.24	\$0.00	50.73%	
Agency Bond											
3133EMGP1	FFCB 0.150% 05/16/2022	11/24/2020 11/25/2020	\$1,050,000.00	\$1,049,842.50	\$1,049,842.50	0.16%	0.211 0.219	\$99.92 \$1,049,181.00	(\$661.50)	4.10%	Aaa AA+
3130AMRY0	FHLB 0.125% 06/02/2023	9/1/2021 9/2/2021	\$200,000.00	\$199,831.60	\$199,831.60	0.17%	1.258 1.262	\$99.85 \$199,709.60	(\$122.00)	0.78%	Aaa AA+
3133EM2E1	FFCB 0.160% 08/10/2023	8/9/2021 8/10/2021	\$250,000.00	\$249,647.50	\$249,647.50	0.23%	1.447 1.443	\$98.41 \$246,017.50	(\$3,630.00)	0.96%	Aaa AA+
3133EMNG3	FFCB 0.230% 01/19/2024	8/23/2021 8/24/2021	\$100,000.00	\$99,746.00	\$99,746.00	0.34%	1.890 1.878	\$97.55 \$97,550.00	(\$2,196.00)	0.38%	Aaa AA+
3130ANHK9	FHLB 0.420% 06/26/2024	9/2/2021 9/3/2021	\$500,000.00	\$499,875.00	\$499,875.00	0.43%	2.326 2.198	\$97.04 \$485,200.00	(\$14,675.00)	1.89%	Aaa AA+
3133ENGQ7	FFCB 0.920% 12/09/2024	12/3/2021 12/9/2021	\$140,000.00	\$139,938.40	\$139,938.40	0.93%	2.781 2.727	\$97.92 \$137,083.80	(\$2,854.60)	0.54%	Aaa AA+
3130AQ5X7	FHLB 1.150% 12/30/2024	12/3/2021 1/3/2022	\$250,000.00	\$250,000.00	\$250,000.00	1.15%	2.838 2.340	\$98.49 \$246,235.00	(\$3,765.00)	0.96%	Aaa AA+
SubTotal			\$2,490,000.00	\$2,488,881.00	\$2,488,881.00	0.37%		\$2,460,976.90	(\$27,904.10)	9.61%	
Commercial Paper											
63873KG50	Natixis 07/05/2022	10/8/2021 10/12/2021	\$1,200,000.00	\$1,198,492.67	\$1,198,492.67	0.17%	0.348 0.355	\$99.74 \$1,196,904.00	(\$1,588.67)	4.67%	P-1 A-1
SubTotal			\$1,200,000.00	\$1,198,492.67	\$1,198,492.67	0.17%		\$1,196,904.00	(\$1,588.67)	4.67%	
Municipal Note											
199492L80	Columbus, City Of 0.197% 04/01/2022	1/21/2021 2/17/2021	\$480,000.00	\$480,000.00	\$480,000.00	0.20%	0.088 0.096	\$99.98 \$479,918.40	(\$81.60)	1.87%	Aaa AAA
SubTotal			\$480,000.00	\$480,000.00	\$480,000.00	0.20%		\$479,918.40	(\$81.60)	1.87%	

Beavercreek City School District Operating Account

POSITION STATEMENT

As of February 28, 2022



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
Negotiable Certificate of Deposit											
05580AE83	BMW Bank of North America 0.650% 10/15/2024	10/8/2021 10/15/2021	\$249,000.00	\$248,253.00	\$248,253.00	0.75%	2.630 2.587	\$97.26 \$242,172.42	(\$6,080.58)	0.95%	
87165FC28	Synchrony Bank 0.650% 10/15/2024	10/8/2021 10/15/2021	\$175,000.00	\$174,475.00	\$174,475.00	0.75%	2.630 2.587	\$97.26 \$170,201.50	(\$4,273.50)	0.66%	
856285XV8	State Bank of India 0.700% 10/18/2024	10/8/2021 10/18/2021	\$249,000.00	\$248,502.00	\$248,502.00	0.77%	2.638 2.593	\$97.37 \$242,461.26	(\$6,040.74)	0.95%	
38149ME33	Goldman Sachs Bank USA Holdings LLC 0.650% 10/21/2024	10/8/2021 10/21/2021	\$249,000.00	\$248,253.00 \$4.43	\$248,257.43	0.75%	2.647 2.603	\$97.23 \$242,107.68	(\$6,145.32)	0.95%	
SubTotal			\$922,000.00	\$919,483.00 \$4.43	\$919,487.43	0.76%		\$896,942.86	(\$22,540.14)	3.50%	
U.S. Treasury Bond											
912828ZM5	UST 0.125% 04/30/2022	12/10/2020 12/11/2020	\$1,485,000.00	\$1,485,174.02	\$1,485,174.02	0.12%	0.167 0.175	\$99.97 \$1,484,509.95	(\$664.07)	5.80%	Aaa AA+
91282CCU3	UST 0.125% 08/31/2023	8/30/2021 8/31/2021	\$200,000.00	\$199,671.88	\$199,671.88	0.21%	1.504 1.506	\$98.27 \$196,539.00	(\$3,132.88)	0.77%	Aaa AA+
91282CDD0	UST 0.375% 10/31/2023	10/28/2021 11/1/2021	\$150,000.00	\$149,654.30 \$1.56	\$149,655.86	0.49%	1.671 1.668	\$99.79 \$149,677.80	\$23.50	0.58%	Aaa AA+
91282CCG4	UST 0.250% 06/15/2024	6/17/2021 6/18/2021	\$200,000.00	\$199,039.06	\$199,039.06	0.41%	2.296 2.296	\$97.13 \$194,265.60	(\$4,773.46)	0.76%	Aaa AA+
91282CCX7	UST 0.375% 09/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$148,435.55 \$68.37	\$148,503.92	0.74%	2.548 2.516	\$96.68 \$145,013.70	(\$3,421.85)	0.57%	Aaa AA+
91282CDB4	UST 0.625% 10/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$149,373.05 \$36.05	\$149,409.10	0.77%	2.630 2.600	\$99.55 \$149,320.35	(\$52.70)	0.58%	Aaa AA+
SubTotal			\$2,335,000.00	\$2,331,347.86 \$105.98	\$2,331,453.84	0.25%		\$2,319,326.40	(\$12,021.46)	9.06%	
U.S. Treasury Note											
91282CAR2	UST 0.125% 10/31/2022	2/11/2021 2/12/2021	\$350,000.00	\$350,082.03	\$350,082.03	0.11%	0.671 0.676	\$99.52 \$348,320.00	(\$1,762.03)	1.36%	Aaa AA+
91282CBD2	UST 0.125% 12/31/2022	11/1/2021 11/1/2021	\$150,000.00	\$149,835.94	\$149,835.94	0.22%	0.838 0.841	\$99.24 \$148,863.00	(\$972.94)	0.58%	Aaa AA+
91282ZH6	UST 0.250% 04/15/2023	10/29/2021 10/29/2021	\$150,000.00	\$149,824.22 \$14.42	\$149,838.64	0.33%	1.126 1.124	\$98.90 \$148,347.00	(\$1,477.22)	0.58%	Aaa AA+

Beavercreek City School District Operating Account

POSITION STATEMENT

As of February 28, 2022



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
91282CCD1	UST 0.125% 05/31/2023	7/15/2021 7/16/2021	\$250,000.00	\$249,589.84	\$249,589.84	0.21%	1.252 1.250	\$98.54 \$246,347.50	(\$3,242.34)	0.96%	Aaa AA+
91282CCK5	UST 0.125% 06/30/2023	7/19/2021 7/20/2021	\$250,000.00	\$249,589.84	\$249,589.84	0.21%	1.334 1.331	\$98.39 \$245,967.50	(\$3,622.34)	0.96%	Aaa AA+
912828ZY9	UST 0.125% 07/15/2023	7/15/2021 7/16/2021	\$250,000.00	\$249,482.42	\$249,482.42	0.23%	1.375 1.372	\$98.32 \$245,810.00	(\$3,672.42)	0.96%	Aaa AA+
91282CCN9	UST 0.125% 07/31/2023	8/9/2021 8/10/2021	\$250,000.00	\$249,521.48	\$249,521.48	0.22%	1.419 1.415	\$98.22 \$245,547.50	(\$3,973.98)	0.96%	Aaa AA+
91282CAF8	UST 0.125% 08/15/2023	7/19/2021 7/20/2021	\$250,000.00	\$249,580.08	\$249,580.08	0.21%	1.460 1.456	\$98.13 \$245,332.50	(\$4,247.58)	0.96%	Aaa AA+
91282CAK7	UST 0.125% 09/15/2023	7/16/2021 7/19/2021	\$125,000.00	\$124,633.79	\$124,633.79	0.26%	1.545 1.539	\$98.00 \$122,505.00	(\$2,128.79)	0.48%	Aaa AA+
91282CDA6	UST 0.250% 09/30/2023	10/6/2021 10/7/2021	\$925,000.00	\$924,132.81 \$44.47	\$924,177.28	0.30%	1.586 1.577	\$98.12 \$907,582.25	(\$16,550.56)	3.54%	Aaa AA+
91282CAP6	UST 0.125% 10/15/2023	7/16/2021 7/19/2021	\$125,000.00	\$124,565.43	\$124,565.43	0.28%	1.627 1.620	\$97.82 \$122,280.00	(\$2,285.43)	0.48%	Aaa AA+
91282CAW1	UST 0.250% 11/15/2023	10/29/2021 10/29/2021	\$450,000.00	\$447,416.02	\$447,416.02	0.53%	1.712 1.702	\$97.89 \$440,491.50	(\$6,924.52)	1.72%	Aaa AA+
91282CBA8	UST 0.125% 12/15/2023	10/28/2021 10/29/2021	\$300,000.00	\$297,339.84	\$297,339.84	0.54%	1.795 1.785	\$97.53 \$292,593.00	(\$4,746.84)	1.14%	Aaa AA+
91282CBE0	UST 0.125% 01/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$148,511.72	\$148,511.72	0.58%	1.879 1.869	\$97.36 \$146,038.50	(\$2,473.22)	0.57%	Aaa AA+
91282CBM2	UST 0.125% 02/15/2024	8/23/2021 8/24/2021	\$200,000.00	\$199,054.69	\$199,054.69	0.32%	1.964 1.953	\$97.20 \$194,406.00	(\$4,648.69)	0.76%	Aaa AA+
91282CBR1	UST 0.250% 03/15/2024	8/10/2021 8/11/2021	\$250,000.00	\$249,287.11	\$249,287.11	0.36%	2.044 2.027	\$97.29 \$243,232.50	(\$6,054.61)	0.95%	Aaa AA+
91282CBV2	UST 0.375% 04/15/2024	8/10/2021 8/11/2021	\$250,000.00	\$249,912.11	\$249,912.11	0.39%	2.129 2.107	\$97.39 \$243,477.50	(\$6,434.61)	0.95%	Aaa AA+
91282CCC3	UST 0.250% 05/15/2024	6/24/2021 6/25/2021	\$300,000.00	\$298,324.22	\$298,324.22	0.44%	2.211 2.192	\$96.98 \$290,943.00	(\$7,381.22)	1.14%	Aaa AA+
91282CCL3	UST 0.375% 07/15/2024	7/15/2021 7/16/2021	\$250,000.00	\$249,570.31	\$249,570.31	0.43%	2.378 2.353	\$96.99 \$242,480.00	(\$7,090.31)	0.95%	Aaa AA+
91282CCT6	UST 0.375% 08/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$148,552.73	\$148,552.73	0.72%	2.463 2.437	\$96.86 \$145,284.00	(\$3,268.73)	0.57%	Aaa AA+

Beavercreek City School District Operating Account

POSITION STATEMENT

As of February 28, 2022



CUSIP	Security Description	Trade Date/ Settlement Date	Par Value	Principal Cost/ Purchased Interest	Total Cost	Yield at Cost	Maturity/ Duration	Market Price/ Market Value	Unrealized Gain/ (Loss)	% of Assets	Moody's/ S&P Rating
SubTotal			\$5,375,000.00	\$5,358,806.63 \$58.89	\$5,358,865.52	0.34%		\$5,265,848.25	(\$92,958.38)	20.56%	
Grand Total			\$25,794,201.24	\$25,769,212.40 \$169.30	\$25,769,381.70	0.27%		\$25,612,118.05	(\$157,094.35)	100.00%	

Beavercreek City School District Operating Account

TRANSACTION STATEMENT

As of February 28, 2022



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
Interest/Dividends					
Interest/Dividends	2/1/2022	2/1/2022	31846V567	First American Funds, Inc.	0.15
Interest/Dividends	2/10/2022	2/10/2022	3133EM2E1	FFCB 0.160% 08/10/2023	200.00
Interest/Dividends	2/15/2022	2/15/2022	91282CAF8	UST 0.125% 08/15/2023	156.25
Interest/Dividends	2/15/2022	2/15/2022	91282CBM2	UST 0.125% 02/15/2024	125.00
Interest/Dividends	2/15/2022	2/15/2022	91282CCT6	UST 0.375% 08/15/2024	281.25
Interest/Dividends	2/28/2022	2/28/2022	91282CCU3	UST 0.125% 08/31/2023	125.00
Interest/Dividends	2/28/2022	2/28/2022	3130ANHK9	FHLB 0.420% 06/26/2024	1,050.00
Total					1,937.65

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
Custodian Fee				
Custodian Fee	2/25/2022	2/25/2022	Cash Out	(105.67)
Total				(105.67)

Management Fee				
Management Fee	2/10/2022	2/10/2022	Cash Out	(951.00)
Total				(951.00)

Beavercreek City School District Operating Account

STATEMENT DISCLOSURE

As of February 28, 2022



Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

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B. FY22 Amended Certificate of Estimated Resources and Appropriations

SEE NEXT PAGE(S)

**BEAVERCREEK CITY SCHOOL DISTRICT
AMENDED OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES / APPROPRIATIONS**

Office of the budget commission of Greene County, Xenia Ohio

To the Taxing Authority of the Beavercreek City School District

The following is the amended official certificate of estimated resources for the fiscal year beginning July 1, 2021, as revised by the Budget Commission of said County, which shall govern the total appropriations made at any time during such fiscal year.

Presented to the Board: February 15, 2022

Fund	Fund	Unencumbered Balance July 1, 2021	* Tax Revenue	Other Revenue	Total Estimated Revenue	Total Resources	FY2022 Appropriations	Balance
General Fund	1	\$ 22,978,524.64	\$ 83,334,381.00	\$ 16,932,879.00	\$ 100,267,260.00	\$ 123,245,784.64	\$ 98,881,157.00	\$ 24,364,627.64
Ferguson Land Lab Trust Fund	7	0.00	0.00	1,200.00	1,200.00	1,200.00	1,200.00	0.00
Scholarship Private Purpose Fund	7	0.00	0.00	50,000.00	50,000.00	50,000.00	50,000.00	0.00
Public School Support Fund	18	384,960.48	0.00	300,000.00	300,000.00	684,960.48	500,000.00	184,960.48
Other Grants Fund	19	9,518.21	0.00	51,855.00	51,855.00	61,373.21	51,855.00	9,518.21
Athletics and District Managed Activity Fund	300	640,692.44	0.00	790,000.00	790,000.00	1,430,692.44	875,000.00	555,692.44
Auxiliary Services Fund	401	44,541.80	0.00	1,041,391.34 (A)	1,041,391.34	1,085,933.14	1,085,933.14 (A)	0.00
Data Communications Fund	451	0.00	0.00	18,000.00	18,000.00	18,000.00	18,000.00	0.00
Straight A Grant	466	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Student Wellness & Success Fund	467	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous State Grants Fund	499	31,182.16	0.00	73,402.42	73,402.42	104,584.58	104,584.58	0.00
Elementary and Secondary School Emerg Relief Fund	507	0.00	0.00	4,716,474.92	4,716,474.92	4,716,474.92	4,716,474.92	0.00
Coronavirus Relief Fund	510	0.00	0.00	89,280.50	89,280.50	89,280.50	89,280.50	0.00
IDEA-B / Parent Mentor Grant Fund	516	0.00	0.00	3,018,781.11	3,018,781.11	3,018,781.11	3,018,781.11	0.00
Title III Limited English Proficiency Fund	551	0.00	0.00	62,508.43	62,508.43	62,508.43	62,508.43	0.00
Title I Disadvantaged Children Grant Fund	572	0.00	0.00	538,118.94	538,118.94	538,118.94	538,118.94	0.00
Title IV-A Student Supports and Academic Enrichment	584	0.00	0.00	64,543.41	64,543.41	64,543.41	64,543.41	0.00
IDEA Preschool Grant Fund	587	0.00	0.00	157,030.95	157,030.95	157,030.95	157,030.95	0.00
Title II-A Improving Teacher Quality Grant Fund	590	0.00	0.00	309,170.52	309,170.52	309,170.52	309,170.52	0.00
Miscellaneous Federal Grants Fund	599	1,463.00	0.00	1,015,816.57	1,015,816.57	1,017,279.57	1,017,279.57	0.00
Total Special Revenue Fund		1,112,358.09	0.00	12,297,574.11	12,297,574.11	13,409,932.20	12,659,761.07	750,171.13
Bond Retirement Fund - 1995 Bond Issue	0000	17,052.37	0.00	0.00	0.00	17,052.37	0.00	17,052.37
Bond Retirement - Prepayment of Debt	9000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Bond Retirement Fund - 2008 Bond Issue	9008	3,562,258.51	4,700,000.00	0.00	4,700,000.00	8,262,258.51	6,110,306.50	2,151,952.01
MVH Stadium Debt	9300	145,061.31	0.00	130,000.00	130,000.00	275,061.31	118,075.00	156,986.31
Total Debt Service Fund	2	3,724,372.19	4,700,000.00	130,000.00	4,830,000.00	8,554,372.19	6,228,381.50	2,325,990.69
Permanent Improvement Voted Levy Fund	3	193,629.43	875,000.00	0.00	875,000.00	1,068,629.43	1,000,000.00	68,629.43
Permanent Improvement Inside Millage Fund	3	1,180,863.86	1,813,000.00	0.00	1,813,000.00	2,993,863.86	1,400,000.00	1,593,863.86
MVH / Zink Field Stadium Project Fund	3	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building / Construction Fund - 2008 Bond Issue	4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building / Construction Fund	4	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Projects Fund		1,374,493.29	2,688,000.00	0.00	2,688,000.00	4,062,493.29	2,400,000.00	1,662,493.29
Food Service Fund	6	0.00	0.00	3,943,000.00	3,943,000.00	3,943,000.00	3,325,630.00	617,370.00
Uniform School Supply Fund	9	833,563.88	0.00	500,000.00	500,000.00	1,333,563.88	725,000.00	608,563.88
Summer School Fund	20	76,580.56	0.00	12,000.00	12,000.00	88,580.56	40,000.00	48,580.56
Total Enterprise Fund		910,144.44	0.00	4,455,000.00	4,455,000.00	5,365,144.44	4,090,630.00	1,274,514.44
Medical/Dental Self-Insurance Fund	24	1,145,677.69	0.00	13,300,000.00	13,300,000.00	14,445,677.69	13,300,000.00	1,145,677.69
Workers' Compensation Insurance Fund	27	326,177.74	0.00	125,000.00	125,000.00	451,177.74	200,000.00	251,177.74
Total Internal Service Fund		1,471,855.43	0.00	13,425,000.00	13,425,000.00	14,896,855.43	13,500,000.00	1,396,855.43
District Agency Fund	22	509,136.57	0.00	8,300,000.00	8,300,000.00	8,809,136.57	8,300,000.00	509,136.57
Student Managed Activity Fund	200	184,734.08	0.00	160,000.00	160,000.00	344,734.08	325,000.00 (B)	19,734.08
Total Fiduciary Fund		693,870.65	0.00	8,460,000.00	8,460,000.00	9,153,870.65	8,625,000.00	528,870.65
TOTALS		\$ 32,265,618.73	\$ 90,722,381.00	\$ 55,700,453.11	\$ 146,422,834.11	\$ 178,688,452.84	\$ 146,384,929.57	\$ 32,303,523.27

* Tax Revenue = Real Estate, Personal (PU & Other), Trailer, Homestead & Rollback, \$10K Exempt.

(A): Final Auxiliary State Allocations for FY22
(B): Updated student activity budgets

Treasurer's Certification:

Resolution:

C. February 2022 Donated Items

DONOR	ITEM/GIFT RECEIVED BY	ITEM DONATED
Glenn Heikkila	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Paul & Bev Shirley	Coy Hilda Jean Shirley Memorial Fund	\$100.00
Keith and Cynthia Earley	Coy Hilda Jean Shirley Memorial Fund	\$100.00
Air Force Association	Ferguson Hall/Air Force JROTC	\$250.00
Ulas & Semra Sunar	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Justin Shirley	Coy Hilda Jean Shirley Memorial Fund	\$3,000.00
Michealle & Mark Shepherd	Coy Hilda Jean Shirley Memorial Fund	\$25.00
Kelly & Leah Guthrie	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Melissa Borchers-Ellis	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Douglas & Susan Meyer	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Amy & Randy Cobb	Coy Hilda Jean Shirley Memorial Fund	\$100.00
Francis & Constance Mills	Coy Hilda Jean Shirley Memorial Fund	\$250.00
Kevin & Lori Duke	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Julie & George Bloom	Coy Hilda Jean Shirley Memorial Fund	\$25.00
Mark & Natasha Nuttbrock	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Anthony & Katie Rice	Coy Hilda Jean Shirley Memorial Fund	\$25.00
Lisa Gilley	Coy Hilda Jean Shirley Memorial Fund	\$25.00
Clark Bruggers	Coy Hilda Jean Shirley Memorial Fund	\$60.00
Ann Dunca	Coy Choir	\$65.10
Debbie Mason	CMS Instrumental Music	Electric Keyboard, Stand, Adaptor
William & Barbara Rupert	Coy Hilda Jean Shirley Memorial Fund	\$25.00
Sheila Boyer & Mary Beaver	Hudson Lee Scholarship	\$200.00
Kevin & Kelly Williams	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Tecumseh PTO	Coy Hilda Jean Shirley Memorial Fund	\$100.00
Dayl Dawson-Hemrick	Coy Hilda Jean Shirley Memorial Fund	\$50.00
Rebecca Ewell	Coy Hilda Jean Shirley Memorial Fund	\$100.00
Susan & Robert Bernard	Coy Hilda Jean Shirley Memorial Fund	\$100.00

Dr. Fischer seconded the motion.

ROLL CALL: Chris Stein, aye; Dr. Carl Fischer, aye; Gene Taylor, aye; Krista Hunt, aye; Jo Ann Rigano, aye.

Motion carried 5-0.

XI. NEW BUSINESS - ITEMS FOR BOARD ACTION – RESOLUTION # 2022-36

Section I -

Mr. Taylor made a motion to consider the recommendation of the Superintendent to approve the February 2022 new business Section I - items A-I as presented.

A. Employment, Salary Changes, Leaves of Absence, and Terminations

SEE NEXT PAGE(S)

The following certificated persons are recommended for employment, salary change, leave of absence, and termination of a contract

EMPLOYMENT 2021-2022

2021-2022 Supplemental Contracts

The following personnel are recommended for employment in the Supplemental Salary Positions shown for the 2021-2022 school year subject to the terms and conditions of the State Board of Education Rules 3301-20-01, 3301-26-01 and 3301-27-02. Pursuant to ORC 3313.53, vacant positions were posted for licensed employees, licensed non-employees, and non-licensed non-employees. For the positions for which there were no qualified licensed individuals, licensed non-employees or non-licensed non-employees are recommended. Salaries shall be paid according to the Supplemental Salary Schedule adopted for the 2021-2022 school year.

Fouts, Melissa Ankeney Middle School	Middle School Intramurals Spring Scale 10, Step 3 - 8 Years Longevity Credit (L-1)
Hagood, Sheila Shaw Elementary	Lego Robotic Team Advisor - Fairbrook Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Hagood, Sheila Shaw Elementary	Lego Robotic Team Advisor - Shaw Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Hess, Callista Non-Licensed, Non-Employee	Assistant Middle School Track & Field Coach Scale 8, Step 1 - 0 Years Longevity Credit (L-0)
Kitchen, Ashley Main Elementary	Lego Robotic Team Advisor - Main Scale 11, Step 3 - 4 Years Longevity Credit (L-0)
Kitchen, Ashley Main Elementary	Lego Robotic Team Advisor - Trebein Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
McNachtan, Tina Trebein Elementary School	Head Middle School Boys & Girls Track & Field Coach Scale 5, Step 3 - 6 Years Longevity Credit (L-1)
Oxner, Chrsitina Coy Middle School	Middle School Intramurals Spring Scale 10, Step 3 - 4 Years Longevity Credit (L-0)
Powell, Angela Ankeney Middle School	Middle School Intramurals Spring Scale 10, Step 3 - 3 Years Longevity Credit (L-0)
Wethington, Brent Non-Licensed, Non-Employee	Head Varsity Lacrosse Coach - Boys Scale 3, Step 1 - 0 Years Longevity Credit (L-0)
Wightman, Kristen Coy Middle School	Middle School Intramurals Spring Scale 10, Step 3 -3 Years Longevity Credit (L-0)
Wisniewski, Katey Parkwood Elementary	Lego Robotic Team Advisor - Parkwood Scale 11, Step 2 - 1 Year Longevity Credit (L-0)
Wisniewski, Katey Parkwood Elementary	Lego Robotic Team Advisor - Valley Scale 11, Step 3 - 2 Years Longevity Credit (L-0)

2021-2022 Home Instruction Tutor

Kern, Sarah

Stecker, Rogenia

2021-2022 After School Tutor

Corpus, Megan

2021-2022 Saturday School Monitor

O'Rourke, Tracy

2021-2022 Substitute TeachersGeneral SubstitutesEnnis, Colby
Haufe, GalyaLoyd, Ceara
McClure, AnnaNon-Bachelor SubstitutesCornett, Mia
Diller, Bradley
Kmon, CoreyLewis, Rachel
Miller, Mary
Schell, BobbieSparaco, Sophia
Tallent, Herlinda
Wesner, Matthew**2021-2022 STARBASE WRIGHT PATTERSON AIR FORCE BASE - NOT PAID WITH DISTRICT FUNDS**Sewell, Tonya
Part-Time Instructor\$150.00 per Day
50 DaysBerry, Ian
Meyers, Amy\$3,000.00 Stipend
\$3,000.00 Stipend**LEAVE OF ABSENCES**

Apple, Lauren

Unpaid Leave of Absence
12/03/2021 - 12/17/2021
11 Days Unpaid

Feliberti-Olsen, Camille

Unpaid Leave of Absence
09/09/2021 - 11/04/2021
39 Days Unpaid

Fischer, Kara

Unpaid Leave of Absence
11/05/2021 - 12/17/2021
30 Days Unpaid

Neary, Audrey

Unpaid Leave of Absence
10/05/2021-01/13/2022
21.5 Days Unpaid

Rutledge, Kathleen

Unpaid Leave of Absence
11/30/2021 - 02/02/2022
38 Days Unpaid

Shirley, Hilda
Unpaid Leave of Absence
11/08/2021 - 01/10/2022
30 Days Unpaid

Shockey, Marissa
Unpaid Leave of Absence
11/09/2021 - 12/17/2021
25 Days Unpaid

ADJUSTMENTS

Frost, Tamara
Shaw Elementary School
Elementary Unified Arts Student Activity Advisor - Music
Scale 11, Step **3 - 2** Years Longevity Credit (L-0)

Genatempo, Vanessa
Non-Licensed, Non-Employee
High School Musical Choreographer
Scale 11, Step 3 - **5** Years Longevity Credit (**L-1**)

Johnson, Raidyn
Licensed, Non-Employee
Assistant Varsity Softball Coach - Girls
Scale 5, Step 2 - 1 Year Longevity Credit (L-0)

Joiner, Jannah
Licensed, Non- Employee
Assistant Middle School Track & Field Coach
Scale 8, Step 3 - 2 Years Longevity Credit (L-0)

Kmon Corey
Licensed, Non- Employee
Head JV-B Volleyball Coach - Boys (1/2 Assignment)
Scale 7, Step 1 0 Years Longevity Credit (L-0)

Long, Brandon
Trebein Elementary School
Head Varsity Baseball Coach - Boys
Scale **3**, Step 3 - 12 Years Longevity Credit (L-2)

Mack, Laurel
Coy Middle School
LINK/WEB Advisor (**Full Assignment**)
Scale 11, Step 3 - Years Longevity Credit (L-0)

Schaefer, Lonni
Coy Middle School
LINK/WEB Advisor (**Full Assignment**)
Scale 11, Step 3 - Years Longevity Credit (L-0)

Schweikert, Lukas
Licensed, Non- Employee
Assistant Middle School Track & Field Coach
Scale 8, Step 3 - 2 Years Longevity Credit (L-0)

Sullivan, Collette
Non-Licensed, Non-Employee
High School Junior Varsity Dance Team Coach
Scale 7, Step 1 - 0 Years Longevity Credit (L-0)

TERMINATIONS

DeWeese, Marsha
Valley Elementary School
Resignation
Effective **March 31, 2022**
Intervention Specialist

Kitchen, Ashley
Main Elementary School
Resignation, Personal
Effective March 27, 2022
Intervention Specialist

Shirley, Hilda
Coy Middle School
Death
Effective 01/10/2022
English Language Arts

The following individuals are recommended for employment, leave of absence, and termination:

EMPLOYMENT

Substitute - IMC Technician

Miller, Mary

LEAVE OF ABSENCE

Absher, Judith Driver Transportation Department	Effective February 19 - March 18, 2022 20 Unpaid Medical
Ciarlo, Amanda SN Assistant Coy Middle School	Effective March 28-31, 2022 3.75 Unpaid FMLA
Clark, Molly IMC Technician Ankeney Middle School	Effective February 14-15, 2022 2 Unpaid Days - Other
Hamlin, Laurie IMC Technician Beavercreek High School	Effective December 6, 2022 1 Unpaid Day - Other
Harris, Hannah Driver Transportation Department	Effective January 25, 2022 1 Unpaid Day - Other
Hemkes, Tanya Special Needs Assistant Shaw Elementary	Effective February 7, 2022 1 Unpaid Day - Other
Hergenrath, Melissa Special Needs Assistant Fairbrook Elementary	Effective December 1-9, 2021 7 Unpaid Days - FMLA
Hergenrath, Melissa Special Needs Assistant Fairbrook Elementary	Effective February 11, 2022 - May 30, 2022 65 Unpaid Days - FMLA/Medical
Kammer, Brandon Special Needs Assistant Transportation Department	Effective January 14-31, 2022 9 Unpaid Days - Other

Krebs, Danny Study Hall Monitor Coy Middle School	Effective December 14, 15, 2021 January 10, 11, 12, 13, 24, 2022 February 1, 2022 7.5 Unpaid Days - Other
McCarley, Mindy Skills Lab Technician Trebein Elementary	Effective January 14, 27, 28 & February 25, 28, 2022 3.75 Unpaid Days - Other
McCarley, Mindy Skills Lab Technician Trebein Elementary	Effective February 22,24 & 28 2022 1.25 Unpaid Day - Other
Pack, Rebecca Study Hall Monitor Beavercreek High School	Effective February 17, 2022 .75 Unpaid Day - Other
Sweeney, Melissa Study Hall Monitor Ankeney Middle School	Effective January 24, 28 & February 1, 2022 2.25 Unpaid Days - Other
Ulrich, Michelle Special Needs Assistant Preschool	Effective February 25, 2022 1 Unpaid Day - Other
Withers, Katie Special Needs Assistant Beavercreek High School	Effective February 14-15, 2022 2 Unpaid Days - Other
Wyatt, Shannon Special Needs Assistant Main Elementary	Effective October 18, 20, 27, 2021 & January 14, 2022 4 Unpaid Days - Other

TERMINATION

Craig, Tracy
Administrative Assistant
Valley Elementary

Effective June 30, 2022
Beavercreek 20 Years
Retirement

Halliday, Deborah
Special Needs Assistant
Trebein Elementary

Effective May 31, 2022
Beavercreek 7 Years
Resignation for the Purpose of Retirement

DeWitt, Melissa
Study Hall Monitor
Coy Middle School

Effective March 4, 2022
Beavercreek 13 Years
Resignation

Hogan, Sarah
IMC Technician
Fairbrook Elementary

Effective March 18, 2022
Beavercreek 1 Year
Resignation

B. Resolution Approval of Modular Classroom Space for 2022-2023 Lease Agreements

SEE NEXT PAGE(S)



Lease Agreement

Lease Agreement #: 2335
 Customer Name: Beavercreek City School District
 Lease Activation Date: 02/25/2022

Mobilease Modular Space, Inc. – 201 Route 130, Pedricktown, NJ 08067
Telephone: 856-686-9600 -- Fax: 856-686-9240

Mobilease Modular Space, Inc. (MMS), a New Jersey corporation, hereby referred to as the "Lessor" will lease the equipment specified below (the "Equipment") to the following hereby referred to as the "Lessee":

Lessee Billing

Address:

Lessee Name: Beavercreek City Schools
 Address: 3040 Kemp Road
 City, State, Zip: Beavercreek, Ohio 45431
 Customer Contact: Greg Thompson
 Phone: (937) 458-2308
 Email: greg.thompson@beavercreek.k12.oh.us
 Fax: _____
 Mobile: _____

The Equipment will be located at:

Lessee Name: _____
 Address: Fairbrook Elementary School
 City, State, Zip: 260 North Fairbrook Road, Beavercreek, Ohio 45430
 Site Contact: John Csillag
 Phone: (937) 458-2362
 Email: john.csillag@beavercreek.k12.oh.us
 Fax: _____
 Mobile: _____

Lessee hereby leases Equipment from Lessor for a minimum of 60 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease Agreement"). Leasing month is defined as a calendar month.

Lessee agrees to pay Lessor, without demand and in advance, the monthly lease rate and other charges on the due dates set forth in this Lease Agreement. The lease activation date for the Equipment, subject to Section 3(d) of the Terms and Conditions, will be on or about 07/18/2022. The Lease Agreement will expire on or about 07/18/2027.

SCHEDULE OF VALUES:

I. ONE-TIME CHARGES:

Item	Quantity	Unit	Rate	Extension
Design/General Conditions/Freight/Installation	1	Lump Sum	\$89,332.00	\$89,332.00
Modular Foundation System & Concrete Flatwork (3" to 6" depths)	1	Lump Sum	\$42,837.00	\$42,837.00
Site Electrical/Fire Alarm/Low Volt/PA:	1	Lump Sum	\$153,010.00	\$153,010.00
Aluminum Canopy System	1	Lump Sum	\$18,750.00	\$18,750.00
Disconnect, Dismantle, and Return Units	1	Lump Sum	\$112,205.00	\$112,205.00
TOTAL ONE-TIME CHARGES				\$416,134.00

II. MONTHLY RENTAL CHARGES:

Units	Size	Serial Numbers	Monthly Rate	Insurance Valuation
1195-1198,1200-01	84'x64'	PA-027586-89, 91-92	\$6,564.00	\$430,080.00

Lease Agreement

Lease Agreement #: 2335
 Customer Name: Beavercreek City School District
 Lease Activation Date: 02/25/2022

Aluminum Deck Systems	(2) 8'x10', (1) 36' ADA Ramp & (1) steps to grade.	Available	\$250.00	\$18,500.00
TOTAL MONTHLY LEASE CHARGES				\$6,814.00

III. AMORTIZED ONE-TIME PAYMENTS:

Item	Quantity	Unit	Rate	Extension
One-time Charges		Months		
TOTAL MONTHLY AMORTIZED ONE-TIME PAYMENTS (IF APPLICABLE)				

Building Warranty: Mobilease will service the modular units for the following: water intrusion, major malfunctions of the electrical (excluding bulb replacement), plumbing (excluding blocked drains, or misuse), HVAC, and structural systems. Minor repairs like tighten up loose plumbing/electrical fixtures, interior/exterior door adjustments, and hardware. Modular units will come complete with freshly painted exteriors, new finish flooring throughout, clean acoustical ceilings and walls. Walls may have minor blemishes due to past usage (hanging boards, racks, etc.) and staples.

The customer is responsible for quarterly checking/maintaining of the HVAC systems. This includes the following: changing out the air filter, cleaning of the coils as needed, and checking/topping off of the freon levels if low. The customer agrees to properly manage the thermostats this includes not running the heat or AC when exterior temp do not warrant it (i.e. running AC in the winter). Customer also should not set the thermostats to extreme measures for long durations (lowest/highest settings). Customer will also be responsible for changing out the battery backups inside the thermostats as part of quarterly maintenance. Mobilease will be responsible for any major malfunction of the HVAC system – including the thermostats in the event of system failure.

If the customer decides to purchase the facility instead of leasing the units, Mobilease will offer our standard one-year warranty on all new materials and equipment as well as installation from the date of purchase.

Payment Terms:

1. 10% down payment on the cost costs at the time of execution of the contract
2. A schedule of values will be established and billed on the monthly bases until the project is completed.
3. 8% retainage will be held until substantial completion is established.
4. Monthly lease payments will start upon turnover of the modular facility to the owner.

Other documents attached and incorporated by reference into this Lease Agreement:

- Terms and Conditions of the Lease Agreement
- Proposal dated 02/25/2022
- Keystone Purchasing Network.
- _____
- _____
- _____
- _____

Lease Agreement

Lease Agreement #:	<u>2335</u>
Customer Name:	<u>Beavercreek City School District</u>
Lease Activation Date:	<u>02/25/2022</u>

No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease Agreement. Unless specifically identified herein, this Agreement supersedes all prior negotiations, proposals, and documents. This Agreement will not be subject to any additional provision that may be contained in the Lessor's purchase order, although Lessor's Purchase Order number may be used by the parties as a convenient reference for invoicing purposes.

This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessor. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Agreement for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

Mobilease Modular Space, Inc.

Customer

By: Brian P. McGlone
 Print: Brian P. McGlone
 Title: Territory Manager
 Date: 02/25/2022

By: Penny Rucker
 Print: Penny Rucker
 Title: Treasurer/CFO
 Date: 3-17-2022

General Terms and Conditions of Operating Lease Agreement

1. Lease

This transaction is a Lease and not a sale. Lessee does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Lessee is not in default under this Lease. Lessee agrees that all certificates of title or registration applicable to the Equipment will reflect Lessor ownership of the Equipment.

Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that this Agreement is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in this Lease, the Equipment, and all accessions thereto, substitutions and replacements therefore, and proceeds (including insurance proceeds) thereof (but without the power of Lessee to dispose of the Equipment); to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee (or any affiliate of Lessee) to Lessor, now existing or hereafter created.

2. Monthly Lease and Other Payments; Non-Appropriation of Funds by Lessee

(a) Lessor and Lessee understand and intend that the obligation of Lessee to make Monthly Lease Payments hereunder shall constitute a binding contractual obligation of Lessee subject to the following language regarding non-appropriation of funds.

(1) Lessee represents and warrants that (a) it has appropriated and budgeted funds to make all payments required pursuant to the Lease for the remainder of the fiscal year in which the Term commences; (b) it currently intends to make full payments for the entire Term as scheduled on the Lease so long as funds are appropriated for each succeeding fiscal year by its governing body; (c) during the 10 fiscal years prior to the date of the Lease its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation; and (d) Lessee shall not appropriate funds for any other project to provide the same or similar equipment or services for the same purposes as provided by Lessor under this Lease nor will Lessee procure the equipment from any competitor of Lessor for the same purpose set forth in this Lease if Lessee's governing body fails to appropriate sufficient funds in any fiscal year for payments under this Lease. Lessee reasonably believes that moneys in an amount sufficient to make all payments under this Lease can and will lawfully be appropriated and made available therefor.

(2) If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for any compensation and other amounts to be paid under this Lease in the next succeeding fiscal year, then the parties agree as follows: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such non-appropriation of funds; and (b) this Lease shall terminate on the last day of the fiscal year for which appropriations were made for the compensation due without penalty or further expense to Lessee, provided, that Lessee shall pay all compensation and other amounts payable under this Lease for which funds shall have been appropriated; and (c) Lessor may remove all of its Equipment 30 days after the final payment by Lessee.

(b) The start of the Lease term is the date on which Lessor substantially completes its scope of work for building delivery, installation, and other site construction work or the date of building occupancy by the Lessee, whichever comes first, unless otherwise agreed to by or between the parties. Monthly Lease Payments will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is removed from the site and returned to Lessor in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally or under a renewal term. Monthly Lease Payments and such other charges will be prorated on a daily basis where necessary.

(c) Unless otherwise specified in this Lease, charges for delivery, installation, tear down and return charges and all other work by Lessor will be due and payable immediately upon the execution of this Lease without demand. The first Monthly Lease Payment and a security deposit equal to (1) Monthly Lease Payment will be due and payable immediately upon the execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences. All other sums payable by Lessee under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Lessee's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Lessee will be made without setoff or deduction of any kind.

(d) Lessee will pay Lessor for any and all sales and use taxes, other direct taxes including property taxes (real and personal), and registration fees imposed by any city, county, state, or federal government or other taxing authorities having jurisdiction and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Lessee is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Lessee's obligations under this Subsection will survive the termination of this Lease. If the Lessee is tax exempt, a tax-exempt certificate must be provided to the Lessor immediately upon the execution of this Lease or all applicable taxes will be added to all invoice amounts due under this Lease.

(e) For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty days of the due date, Lessor may impose a charge on such amount of one and one-half percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

3. Delivery, Installation and Removal of Equipment

(a) For the purposes of this Lease, "Equipment" means the modular buildings as proposed by Lessor.

(b) Unless otherwise specified in this Lease, Lessee will provide free and clear access for delivery, installation, tear down, removal and return delivery of the Equipment by standard mobile transport vehicles. Unless otherwise specified in this Lease, Lessee will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and the identification of all utility lines (electric, water, storm and sanitary sewer, natural gas, telephone, CATV, etc.). Lessee will provide firm and level ground on no more than a 12-inch (12") slope from one end of the building to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Lessee. If, in the judgment of the Lessor, additional equipment or materials are required to make ready the Site for the installation, tear down, return delivery or the removal of the Equipment there will be a change order to the Lease per Section 3 (g) of this Lease. LESSOR ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR THE UTILITIES AVAILABLE AT THE SITE.

Initials *BJ*

General Terms and Conditions of Operating Lease Agreement

(c) Except as specified elsewhere in this Lease, Lessee will have sole responsibility, at Lessee's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Lessee's lawful operation, possession or occupancy of the Equipment.

(d) Lessor's delivery of the Equipment is subject to delays in manufacturing, modification, delivery, installation, tear down, removal or return delivery due to Site conditions, fire, flood, windstorm, lightning, theft, riot, civil disturbance, strike or other labor actions, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(e) Lessor may suspend work at the Site if Lessor deems the Site to be unsafe.

(f) The prices quoted for building delivery, installation, site construction costs, teardown, return delivery and other "one-time" charges assume dry, summer construction conditions unless otherwise specified in this Lease. If winter or wet conditions exist at the time of installation, tear down, removal or return delivery, there will be a change order to the Lease per Section 3 (g) of this Lease. The due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to Site conditions and location and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits from the authorities having jurisdiction are not provided by the Lessee in a timely manner or Lessee otherwise delays completion of Lessor's scope of work.

(g) Unless otherwise specified in this Lease, Lessee will pay Lessor all costs and expenses plus 15% basis for all change order work that is not part of the scope of work to be provided by Lessor including, but not limited to, costs incurred by Lessor in order to correct improper work performed by Lessee, additional work performed by Lessor due to Site conditions as defined in Sections 3 (b) to 3 (f) or repair to, or periodic maintenance of, Equipment as defined in Section 4 of this Lease and any/all other unknown work that is not specifically defined as by Lessor herein. All sums payable for change orders are immediately due and payable when invoiced.

(h) At the start of the Lease term, Lessee will cause an inspection of the Equipment to be made to determine if the same is in good order and in compliance with the provisions of this Lease. If in compliance, Lessee will accept delivery of the Equipment and acknowledge to Lessor that this Lease contains a complete description of the items of Equipment delivered and accepted. As between Lessor and Lessee, the Equipment is deemed to have been finally accepted by Lessee pursuant to this Lease immediately upon Lessee's occupancy of the Equipment, subject to completion by Lessor of any outstanding compliance items noted.

4. Maintenance of Equipment

(a) Lessee will not move or in any way modify the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to Lessee's modification of the Equipment, Lessee is liable for the cost of the removal of such modification or restoration of the Equipment immediately upon the Return Date or End of Term of this Lease. Lessor may place its name on the Equipment, and Lessee will assure that such name is not removed or concealed in whole or in part.

(b) Lessee, at Lessee's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with the immediate repair of the Equipment and restoring it so as to meet such standards. If Lessee fails to reimburse Lessor for such repair costs, Lessor may summarily remove and repossess the Equipment at the Lessee's sole cost.

(c) Lessee, at Lessee's sole cost, agrees to perform periodic preventive maintenance on all HVAC systems. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Maintenance shall include a minimum of four (4) filter changes (March, June, September and December) and (2) two complete clean and checks per year (March and September) according to the HVAC manufacturer's recommended procedures. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with performing such Work on the Equipment. Lessee's failure to perform such scheduled periodic maintenance will immediately void any/all warranties offered to the Lessor by the HVAC system supplier and all subsequent repairs costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

Lessee at Lessee's sole cost agrees to perform one (1) complete carpet cleaning and one (1) complete strip, seal and waxing of all vinyl floor coverings once per year according to the floor covering manufacturers' recommended procedures. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with performing such Work on the Equipment. Lessee's failure to perform such scheduled maintenance will immediately void any/all warranties on floor coverings and the structural decking below and all subsequent repair costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

(d) Lessee will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, municipality or local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Lessee will not make or permit any unlawful use or handling of the Equipment.

(e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Lessee will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Lessee will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Lessee's possession, Lessee agrees to pay on demand all

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General Terms and Conditions of Operating Lease Agreement

costs and expenses plus 15% incurred by Lessor for the cleanup or Lessor may require Lessee to purchase the Equipment at the then current market price charged for an uncontaminated unit. Lessee's obligations under this subsection 4(e) will survive the Return Date or End of Term of this Lease.

(f) Lessee agrees that the Equipment lease hereunder will not be occupied by any person other than Lessee or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes unless agreed to in writing by Lessor.

5. See building warranty on page 2 of the lease agreement.

6. Limitation of Damages

Lessee does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of, or in connection with, this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Lessee does hereby waive any and all claims and demands for any such loss or damages.

7. End of Lease

(a) Unless specified otherwise, Lessee must give Lessor one hundred twenty (120) days prior written notice of the date on which the Equipment is to be returned.

(b) If Lessee, without any further written agreement or the consent of the Lessor, continues to possess or occupy the Equipment after the expiration of the initial and/or any subsequent renewal terms of the Lease, Lessee will then be deemed to have renewed this Lease on a month-to-month tenancy with a fifteen percent (15%) increase in the then monthly rent. Lessor or Lessee may terminate such extensions at any time upon thirty (30) days written notice. Lease rates remain year to year.

(c) At the conclusion of the initial and/or any subsequent renewal terms of the Lease, and so long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least sixty (60) days prior written notice, Lessee shall have the option to purchase the Equipment for a price of \$275,000.00. Payment of the Purchase Option Price, all applicable sales or use taxes, together with all other amounts due and owed by the Lessee under the Lease (including without limitation, Monthly Lease Payments) during such Minimum Lease Period shall be made on the last day of the Lease in immediately available funds against delivery of a bill of sale transferring to Lessee all rights, title and interest of Lessor in the Equipment on an "AS IS" "WHERE IS" basis, without any warranties, express or implied. Disconnect, Dismantle and Return fees already paid by Lessee, if any, will be applied and deducted from the Purchase Option Price.

(d) Lessee may terminate this Lease prior to the expiration of the Minimum Lease Period with (120) days written notice to the Lessor, subject to all terms and conditions of the Lease, and the Lessee will pay the following termination charges:

- i. Tear down, removal; return delivery, repair, and disconnection of utilities, Site restoration, and other charges in accordance with this Lease, unless already paid by Lessee.

8. Return of Equipment

Upon the End of Term, unless agreed otherwise or already paid by Lessee, Lessee, at its sole expense, shall pay Lessor the amount of \$112,205.00 to tear down and remove and for the return delivery of such Equipment to Lessor F.A.S. or F.O.8. to such location as Lessor shall specify. Lessee agrees that the Equipment, when returned, shall be in the condition required by Section 4 hereof, excluding normal wear and tear and aging of the Equipment, and that the Site, when the Equipment is returned, shall be in the condition required by Section 3 of this Lease. All components of the Equipment shall have been properly serviced, following the manufacturer's written operating and servicing procedures. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses plus 10% incurred by Lessor in connection with repairing such Equipment and restoring it so as to meet such standards.

9. Indemnification

To the extent permitted by law and to the extent funds are subsequently properly appropriated and certified for such purpose, Lessee hereby specifically indemnifies, agrees to defend and hold harmless Lessor, its employees and agents and successors and assigns (if applicable) from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorney's fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date due to collision, fire, flood, windstorm, lightning, theft, riot, civil disturbance, or any other peril or casualty.

(b) The death of or injury to, including but not limited to, damage to the property (other than the Equipment) or any person as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment.

(c) Any act or omission of Lessee in violation of this Lease.

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Lessee's property or the property of any third parties incurred during or in connection with the fulfillment of Lessee's obligations by or on behalf of Lessee or the repossession or return of Equipment by Lessor in accordance with the terms of this Lease.

The obligations contained in this Section 9 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 9 will apply to any Losses whether they are asserted before or after the Return Date.

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General Terms and Conditions of Operating Lease Agreement

10. Insurance

(a) Lessee, at Lessee's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment, the following policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per person and \$5,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations contractual liability, broad form property damage, independent contractors and personal injury liability.

ii. Commercial Property Insurance protecting against all loss and damages, at full replacement cost (the amount shown as "Insurance Valuation" on Page 1 of the Lease Agreement) as defined sustained or suffered due to the loss of or damage to the Equipment as result of collision, fire, lightning, theft, flood, windstorm, explosion, or any other casualty, naming Lessor and Lessee as the loss payees as to their respective interests.

(b) Lessee will deliver certificates evidencing all such insurance to Lessor immediately upon delivery of the Equipment to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to Lessor.

(c) If Lessee fails to deliver the insurance certificates defined in paragraph (a) and as required by paragraph (b) on the date required, Lessee will be in default under this Lease.

(d) Obtaining insurance as described above will not affect Lessee's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Lease.

(e) If Lessee fails to deliver certificates evidencing such insurance to Lessor as required in Section 10 (b) of this Lease, Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with providing the insurance required in Section 10 (a) of this Lease.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(a) Lessee fails to pay when due any Monthly Lease Payment or any other payment due under this Lease or fails to perform its obligations under this Lease.

(b) Lessee fails to perform or observe any other term or condition under this Lease and such failure remains un-remedied for more than thirty (30) days after such failure to perform or observe.

(c) Lessee or any other person or entity which controls more than fifty percent (50%) of Lessee's equity (a "Control Person") or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Lessee, any Control Person or any Guarantor defaults under any other agreement with Lessor or any affiliate of Lessor; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Lessee's obligations under this Lease expires, terminates or in the reasonable opinion of Lessor becomes worthless.

Upon occurrence of an Event of Default, Lessor will have the option to retake and retain any or all of the Equipment free of all rights of Lessee without any further liability or obligation to redeliver any of the Equipment to Lessee, and Lessee hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. Lessee will pay to Lessor on demand all fees, costs and expenses incurred by Lessor in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees.

The remedies provided in favor of Lessor will be cumulative and in addition to all other remedies provided in this Lease or existing by law or in equity. No action taken by Lessor pursuant to this Section 11 or Section 13 will release Lessee from Lessee's Covenants, obligations and indemnities provided under this Lease, including but not limited to Lessee's obligation for the payments of Monthly Lease Payments provided in this Lease.

If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is authorized to remove such other property, goods or things and leave the same for Lessee, at Lessee's sole cost, on Lessee's property.

12. Lessor's Right to Cure

If Lessee defaults in any of its obligations under this Lease other than Monthly Lease Payments, whether or not an Event of Default then exists, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Lessee under this Lease and recover from Lessee as additional Lease payments all costs and expenses plus 15% for all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand, or other action, to set-off against Lessee any amounts Lessor may hold as prepayments or deposits for Lessee's liabilities to Lessor whether or not then due to Lessor. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Lessee.

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General Terms and Conditions of Operating Lease Agreement

14. Assignment, Amendment, Modification, Miscellaneous

(a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor.

(b) This Lease contains the entire Agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of New Jersey without regard to principles or choice of Laws.

15. Assignment by Lessor

Lessor's rights, title and interest in the Equipment may be assigned, reassigned, transferred or conveyed to any other party by Lessor, in whole or in part to one or more assignees and sub assignees by Lessor and, to the extent of their interest, by any Registered Owner without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated. In the event that Lessor's interest in the Equipment is assigned, Lessee agrees to execute all documents within (30) days of written request by Lessor. Documents may include notices of assignment, chattel mortgages, financing statements, etc. that may be reasonably requested by Lessor, or any other assignee, to protect its interests in this Agreement and the Equipment.

(a) To the extent permitted by applicable law, Lessee (i) waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code and (ii) any rights now or hereafter conferred by statute or otherwise to recover incidental or consequential damages from any Assignee for any breach of warranty or for any other reason or to set-off or deduct all or any part of any claimed damages resulting from Lessee's default, if any, under this Agreement provided, however, that no such waiver shall preclude Lessor from asserting any claim, right or action against Lessee as otherwise provided in this Lease Agreement.

16. Additional Provisions

(a) Lessee and Lessor hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this Lease Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

17. Ohio Law Governs

This Lease and the rights and obligations of the parties hereunder shall in all respect be governed by and construed in accordance with the laws of the State of Ohio, including all matters of construction, validity and performance regardless of the location of the Equipment. The venue of any proceeding relating to this Lease shall be the court of general jurisdiction closest to Beavercreek, Ohio.

18. Time Provision for Filing Suit

Lessee agrees that any suit or claim against Lessor arising out of this Lease, including but not limited to suits or claims based on alleged breach of contract or warranty, must be brought within 180 days of the event giving rise to the suit or claim or be forever barred. The Lessee waives the right to rely on any longer limitation periods, statutory or otherwise.



Lease Agreement

Lease Agreement #: 2334
 Customer Name: Beavercreek City School District
 Lease Activation Date: 02/25/2022

Mobilease Modular Space, Inc. – 201 Route 130, Pedricktown, NJ 08067
Telephone: 856-686-9600 -- Fax: 856-686-9240

Mobilease Modular Space, Inc. (MMS), a New Jersey corporation, hereby referred to as the "Lessor" will lease the equipment specified below (the "Equipment") to the following hereby referred to as the "Lessee":

Lessee Billing

Address:

Lessee Name: Beavercreek City Schools
 Address: 3040 Kemp Road
 City, State, Zip: Beavercreek, Ohio 45431
 Customer Contact: Greg Thompson
 Phone: (937) 458-2308
 Email: greg.thompson@beavercreek.k12.oh.us
 Fax: _____
 Mobile: _____

The Equipment will be located at:

Lessee Name: _____
 Address: Main Elementary School
 City, State, Zip: 2942 Dayton-Xenia Road, Dayton, Ohio 45434
 Site Contact: John Csillag
 Phone: (937) 458-2362
 Email: john.csillag@beavercreek.k12.oh.us
 Fax: _____
 Mobile: _____

Lessee hereby leases Equipment from Lessor for a minimum of 60 months (the "Minimum Lease Period") from the start of the lease term in accordance with the terms and conditions of this Lease Agreement including the terms and conditions set forth on the attached page (this "Lease Agreement"). Leasing month is defined as a calendar month.

Lessee agrees to pay Lessor, without demand and in advance, the monthly lease rate and other charges on the due dates set forth in this Lease Agreement. The lease activation date for the Equipment, subject to Section 3(d) of the Terms and Conditions, will be on or about 07/18/2022. The Lease Agreement will expire on or about 07/18/2027.

SCHEDULE OF VALUES:

I. ONE-TIME CHARGES:

Item	Quantity	Unit	Rate	Extension
Design/General Conditions/Freight/Installation	1	Lump Sum	\$89,332.00	\$89,332.00
Modular Foundation System & Concrete Flatwork (3" to 6" depths)	1	Lump Sum	\$50,685.00	\$50,685.00
Site Electrical/Fire Alarm/Low Volt/PA:	1	Lump Sum	\$143,001.00	\$143,001.00
Aluminum Canopy System	1	Lump Sum	\$18,750.00	\$18,750.00
Disconnect, Dismantle, and Return Units	1	Lump Sum	\$112,205.00	\$112,205.00
TOTAL ONE-TIME CHARGES				\$413,973.00

II. MONTHLY RENTAL CHARGES:

Units	Size	Serial Numbers	Monthly Rate	Insurance Valuation
1259-64	84'x60'	MB00808-11, 14-15	\$6,564.00	\$403,200.00

Lease Agreement

Lease Agreement #: 2334
 Customer Name: Beavercreek City School District
 Lease Activation Date: 02/25/2022

Aluminum Deck Systems	(2) 8'x10', (1) 36' ADA Ramp & (1) steps to grade.	Available	\$250.00	\$18,500.00
TOTAL MONTHLY LEASE CHARGES				\$6,814.00

III. AMORTIZED ONE-TIME PAYMENTS:

Item	Quantity	Unit	Rate	Extension
One-time Charges		Months		
TOTAL MONTHLY AMORTIZED ONE-TIME PAYMENTS (IF APPLICABLE)				

Building Warranty: Mobilease will service the modular units for the following: water intrusion, major malfunctions of the electrical (excluding bulb replacement), plumbing (excluding blocked drains, or misuse), HVAC, and structural systems. Minor repairs like tighten up loose plumbing/electrical fixtures, interior/exterior door adjustments, and hardware. Modular units will come complete with freshly painted exteriors, new finish flooring throughout, clean acoustical ceilings and walls. Walls may have minor blemishes due to past usage (hanging boards, racks, etc.) and staples.

The customer is responsible for quarterly checking/maintaining of the HVAC systems. This includes the following: changing out the air filter, cleaning of the coils as needed, and checking/topping off of the freon levels if low. The customer agrees to properly manage the thermostats this includes not running the heat or AC when exterior temp do not warrant it (i.e. running AC in the winter). Customer also should not set the thermostats to extreme measures for long durations (lowest/highest settings). Customer will also be responsible for changing out the battery backups inside the thermostats as part of quarterly maintenance. Mobilease will be responsible for any major malfunction of the HVAC system – including the thermostats in the event of system failure.

If the customer decides to purchase the facility instead of leasing the units, Mobilease will offer our standard one-year warranty on all new materials and equipment as well as installation from the date of purchase.

Payment Terms:

1. 10% down payment on the cost costs at the time of execution of the contract
2. A schedule of values will be established and billed on the monthly bases until the project is completed.
3. 8% retainage will be held until substantial completion is established.
4. Monthly lease payments will start upon turnover of the modular facility to the owner.

Other documents attached and incorporated by reference into this Lease Agreement:

- Terms and Conditions of the Lease Agreement
 - Proposal dated 02/25/2022
 - Keystone Purchasing Network.
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Lease Agreement

Lease Agreement #:	<u>2334</u>
Customer Name:	<u>Beavercreek City School District</u>
Lease Activation Date:	<u>02/25/2022</u>

No agent, employee or representative of the Lessor has any authority to make any representation or warranty concerning the Equipment that is not specifically included in the Lease Agreement. Unless specifically identified herein, this Agreement supersedes all prior negotiations, proposals, and documents. This Agreement will not be subject to any additional provision that may be contained in the Lessor's purchase order, although Lessor's Purchase Order number may be used by the parties as a convenient reference for invoicing purposes.

This Agreement will not become binding and effective until signed by an authorized agent of the Lessee and an authorized agent of the Lessor. Lessee warrants that the person signing on Lessee's behalf is authorized to enter into this Agreement for the Lessee.

Signed by duly authorized agents, with the intent to be legally bound.

Mobilease Modular Space, Inc.

Customer

By: Brian P. McGlone
 Print: Brian P. McGlone
 Title: Territory Manager
 Date: 02/25/2022

By: Penny Rucker
 Print: Penny Rucker
 Title: Treasurer/CFO
 Date: 3-17-2022

General Terms and Conditions of Operating Lease Agreement

1. Lease

This transaction is a Lease and not a sale. Lessee does not acquire through this Lease or by payment of rental under this Lease any right, title or interest in or to the Equipment, except the right to possess and use the Equipment so long as Lessee is not in default under this Lease. Lessee agrees that all certificates of title or registration applicable to the Equipment will reflect Lessor ownership of the Equipment.

Notwithstanding the express intent of the parties, should a court of competent jurisdiction determine that this Agreement is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in this Lease, the Equipment, and all accessions thereto, substitutions and replacements therefore, and proceeds (including insurance proceeds) thereof (but without the power of Lessee to dispose of the Equipment); to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee (or any affiliate of Lessee) to Lessor, now existing or hereafter created.

2. Monthly Lease and Other Payments; Non-Appropriation of Funds by Lessee

(a) Lessor and Lessee understand and intend that the obligation of Lessee to make Monthly Lease Payments hereunder shall constitute a binding contractual obligation of Lessee subject to the following language regarding non-appropriation of funds.

(1) Lessee represents and warrants that (a) it has appropriated and budgeted funds to make all payments required pursuant to the Lease for the remainder of the fiscal year in which the Term commences; (b) it currently intends to make full payments for the entire Term as scheduled on the Lease so long as funds are appropriated for each succeeding fiscal year by its governing body; (c) during the 10 fiscal years prior to the date of the Lease its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation; and (d) Lessee shall not appropriate funds for any other project to provide the same or similar equipment or services for the same purposes as provided by Lessor under this Lease nor will Lessee procure the equipment from any competitor of Lessor for the same purpose set forth in this Lease if Lessee's governing body fails to appropriate sufficient funds in any fiscal year for payments under this Lease. Lessee reasonably believes that moneys in an amount sufficient to make all payments under this Lease can and will lawfully be appropriated and made available therefor.

(2) If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for any compensation and other amounts to be paid under this Lease in the next succeeding fiscal year, then the parties agree as follows: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such non-appropriation of funds; and (b) this Lease shall terminate on the last day of the fiscal year for which appropriations were made for the compensation due without penalty or further expense to Lessee, provided, that Lessee shall pay all compensation and other amounts payable under this Lease for which funds shall have been appropriated; and (c) Lessor may remove all of its Equipment 30 days after the final payment by Lessee.

(b) The start of the Lease term is the date on which Lessor substantially completes its scope of work for building delivery, installation, and other site construction work or the date of building occupancy by the Lessee, whichever comes first, unless otherwise agreed to by or between the parties. Monthly Lease Payments will accrue through and including the month in which the later of the Return Date or End of the Term occurs. The "Return Date" is the date on which the Equipment is removed from the site and returned to Lessor in accordance with the terms of this Lease. The "End of the Term" is the date on which the term of this Lease is to expire, either originally or under a renewal term. Monthly Lease Payments and such other charges will be prorated on a daily basis where necessary.

(c) Unless otherwise specified in this Lease, charges for delivery, installation, tear down and return charges and all other work by Lessor will be due and payable immediately upon the execution of this Lease without demand. The first Monthly Lease Payment and a security deposit equal to (1) Monthly Lease Payment will be due and payable immediately upon the execution of this Lease. Each additional Monthly Lease Payment and all other charges due thereafter are due and payable without demand and in advance on the first of each month immediately following the month in which the Lease commences. All other sums payable by Lessee under this Lease are due and payable when invoiced. Unless agreed otherwise, all payments made under this Lease will be made by Lessee's check drawn on its regular bank checking account or such other form of payment as is acceptable to Lessor. All payments by Lessee will be made without setoff or deduction of any kind.

(d) Lessee will pay Lessor for any and all sales and use taxes, other direct taxes including property taxes (real and personal), and registration fees imposed by any city, county, state, or federal government or other taxing authorities having jurisdiction and related directly or indirectly to the Equipment or its use, excluding federal or state taxes relating to income (all of the foregoing that Lessee is to pay, "Taxes"). Taxes may be allocated by Lessor on either an individual or prorated basis for any item of Equipment based on purchase price, value, possession, use, location, rentals, delivery or operation of such Equipment. Lessee's obligations under this Subsection will survive the termination of this Lease. If the Lessee is tax exempt, a tax-exempt certificate must be provided to the Lessor immediately upon the execution of this Lease or all applicable taxes will be added to all invoice amounts due under this Lease.

(e) For Lessee's convenience, Lessor intends to issue invoices for all amounts due under this Lease. If Lessee fails to pay any amount due within thirty days of the due date, Lessor may impose a charge on such amount of one and one-half percent per month or the highest rate permitted by law whichever is lower, from the due date until payment in full is received by Lessor.

3. Delivery, Installation and Removal of Equipment

(a) For the purposes of this Lease, "Equipment" means the modular buildings as proposed by Lessor.

(b) Unless otherwise specified in this Lease, Lessee will provide free and clear access for delivery, installation, tear down, removal and return delivery of the Equipment by standard mobile transport vehicles. Unless otherwise specified in this Lease, Lessee will be solely responsible, at its cost, for preparation of the site on which the Equipment is to be used (the "Site"), including any required structural or grade alterations and the identification of all utility lines (electric, water, storm and sanitary sewer, natural gas, telephone, CATV, etc.). Lessee will provide firm and level ground on no more than a 12-inch (12") slope from one end of the building to the other for safe and unobstructed installation of the Equipment. Site selection is the sole responsibility of the Lessee. If, in the judgment of the Lessor, additional equipment or materials are required to make ready the Site for the installation, tear down, return delivery or the removal of the Equipment there will be a change order to the Lease per Section 3 (g) of this Lease. LESSOR ASSUMES NO LIABILITY NOR OFFERS ANY WARRANTY FOR THE FITNESS OR ADEQUACY OF THE SITE OR THE UTILITIES AVAILABLE AT THE SITE.

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General Terms and Conditions of Operating Lease Agreement

(c) Except as specified elsewhere in this Lease, Lessee will have sole responsibility, at Lessee's cost, to obtain any and all licenses, titles, building and other permits and any other approvals and certificates as may be required by law or otherwise for the installation and placement of the Equipment and Lessee's lawful operation, possession or occupancy of the Equipment.

(d) Lessor's delivery of the Equipment is subject to delays in manufacturing, modification, delivery, installation, tear down, removal or return delivery due to Site conditions, fire, flood, windstorm, lightning, theft, riot, civil disturbance, strike or other labor actions, acts of God, or any circumstances beyond Lessor's control (including but not limited to breaches by Lessor's sub-contractors or manufacturers) which delay the manufacture or modification of products or the making of deliveries in the normal course of business.

(e) Lessor may suspend work at the Site if Lessor deems the Site to be unsafe.

(f) The prices quoted for building delivery, installation, site construction costs, teardown, return delivery and other "one-time" charges assume dry, summer construction conditions unless otherwise specified in this Lease. If winter or wet conditions exist at the time of installation, tear down, removal or return delivery, there will be a change order to the Lease per Section 3 (g) of this Lease. The due dates of such charges and the start date of this Lease assume accuracy of the information given to Lessor with respect to Site conditions and location and are subject to adjustment to the extent that the timing of or physical nature of access to the Site is or becomes limited, the Site does not have adequate load bearing or topographic qualities or is otherwise not properly prepared, utilities are not correctly located, provision of utilities is not timely, applicable licenses or permits from the authorities having jurisdiction are not provided by the Lessee in a timely manner or Lessee otherwise delays completion of Lessor's scope of work.

(g) Unless otherwise specified in this Lease, Lessee will pay Lessor all costs and expenses plus 15% basis for all change order work that is not part of the scope of work to be provided by Lessor including, but not limited to, costs incurred by Lessor in order to correct improper work performed by Lessee, additional work performed by Lessor due to Site conditions as defined in Sections 3 (b) to 3 (f) or repair to, or periodic maintenance of, Equipment as defined in Section 4 of this Lease and any/all other unknown work that is not specifically defined as by Lessor herein. All sums payable for change orders are immediately due and payable when invoiced.

(h) At the start of the Lease term, Lessee will cause an inspection of the Equipment to be made to determine if the same is in good order and in compliance with the provisions of this Lease. If in compliance, Lessee will accept delivery of the Equipment and acknowledge to Lessor that this Lease contains a complete description of the items of Equipment delivered and accepted. As between Lessor and Lessee, the Equipment is deemed to have been finally accepted by Lessee pursuant to this Lease immediately upon Lessee's occupancy of the Equipment, subject to completion by Lessor of any outstanding compliance items noted.

4. Maintenance of Equipment

(a) Lessee will not move or in any way modify the Equipment without the prior written consent of Lessor. Notwithstanding Lessor's consent to Lessee's modification of the Equipment, Lessee is liable for the cost of the removal of such modification or restoration of the Equipment immediately upon the Return Date or End of Term of this Lease. Lessor may place its name on the Equipment, and Lessee will assure that such name is not removed or concealed in whole or in part.

(b) Lessee, at Lessee's sole cost, will keep the Equipment at all times until the Return Date in good repair and operating condition, subject to ordinary wear and tear, and free of any and all liens and encumbrances. Lessor will have the right to inspect the Equipment from time to time until the Return Date and if Lessor believes the Equipment to be misused, abused or neglected, Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with the immediate repair of the Equipment and restoring it so as to meet such standards. If Lessee fails to reimburse Lessor for such repair costs, Lessor may summarily remove and repossess the Equipment at the Lessee's sole cost.

(c) Lessee, at Lessee's sole cost, agrees to perform periodic preventive maintenance on all HVAC systems. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Maintenance shall include a minimum of four (4) filter changes (March, June, September and December) and (2) two complete clean and checks per year (March and September) according to the HVAC manufacturer's recommended procedures. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with performing such Work on the Equipment. Lessee's failure to perform such scheduled periodic maintenance will immediately void any/all warranties offered to the Lessor by the HVAC system supplier and all subsequent repairs costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

Lessee at Lessee's sole cost agrees to perform one (1) complete carpet cleaning and one (1) complete strip, seal and waxing of all vinyl floor coverings once per year according to the floor covering manufacturers' recommended procedures. Lessee agrees to provide Lessor, within (10) days of completion, written proof of such Work. Lessor will provide these services when necessary if Lessee fails to perform such required periodic maintenance. Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with performing such Work on the Equipment. Lessee's failure to perform such scheduled maintenance will immediately void any/all warranties on floor coverings and the structural decking below and all subsequent repair costs will be the full responsibility of the Lessee per Section 3 (g) of this Lease.

(d) Lessee will perform, execute and comply with all Laws which in any way affect the use, operation, maintenance, or storage of the Equipment. "Laws" means all laws, rules, regulations or orders of any governmental agency or instrumentality of the United States, any state, municipality or local government and all orders, writs and decrees of any court, tribunal or administrative agency, in any case which now exist or hereafter arise (including but not limited to laws governing Hazardous Substances and other environmental risks and the Americans with Disabilities Act). Lessee will not make or permit any unlawful use or handling of the Equipment.

(e) HAZARDOUS SUBSTANCES. (i) "Hazardous Substances" means hazardous, toxic, radioactive or bio-hazardous substances or petroleum products. (ii) Lessee will not use or store Hazardous Substances in the Equipment, except such substances and in such quantities as would be normal in the operation of a commercial office. Lessee will not locate the Equipment at a remediation or nuclear site or use the Equipment for medical laboratory testing. (iii) Ordinary wear and tear does not include contamination by Hazardous Substances. If any returned Equipment is found to have been contaminated by Hazardous Substances during Lessee's possession, Lessee agrees to pay on demand all

Initials 

General Terms and Conditions of Operating Lease Agreement

costs and expenses plus 15% incurred by Lessor for the cleanup or Lessor may require Lessee to purchase the Equipment at the then current market price charged for an uncontaminated unit. Lessee's obligations under this subsection 4(e) will survive the Return Date or End of Term of this Lease.

(f) Lessee agrees that the Equipment lease hereunder will not be occupied by any person other than Lessee or its agents, employees or invitees. The Equipment will not be used for residential or dormitory purposes unless agreed to in writing by Lessor.

5. See building warranty on page 2 of the lease agreement.

6. Limitation of Damages

Lessee does hereby expressly waive any and all claims and demands for loss of profits or other alleged consequential, incidental or punitive damages arising out of, or in connection with, this Lease. Lessor is not liable for any loss or damage to any property stored, located or transported in, upon, under or around any Equipment and Lessee does hereby waive any and all claims and demands for any such loss or damages.

7. End of Lease

(a) Unless specified otherwise, Lessee must give Lessor one hundred twenty (120) days prior written notice of the date on which the Equipment is to be returned.

(b) If Lessee, without any further written agreement or the consent of the Lessor, continues to possess or occupy the Equipment after the expiration of the initial and/or any subsequent renewal terms of the Lease, Lessee will then be deemed to have renewed this Lease on a month-to-month tenancy with a fifteen percent (15%) increase in the then monthly rent. Lessor or Lessee may terminate such extensions at any time upon thirty (30) days written notice. Lease rates remain year to year.

(c) At the conclusion of the initial and/or any subsequent renewal terms of the Lease, and so long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least sixty (60) days prior written notice, Lessee shall have the option to purchase the Equipment for a price of \$275,000.00. Payment of the Purchase Option Price, all applicable sales or use taxes, together with all other amounts due and owed by the Lessee under the Lease (including without limitation, Monthly Lease Payments) during such Minimum Lease Period shall be made on the last day of the Lease in immediately available funds against delivery of a bill of sale transferring to Lessee all rights, title and interest of Lessor in the Equipment on an "AS IS" "WHERE IS" basis, without any warranties, express or implied. Disconnect, Dismantle and Return fees already paid by Lessee, if any, will be applied and deducted from the Purchase Option Price.

(d) Lessee may terminate this Lease prior to the expiration of the Minimum Lease Period with (120) days written notice to the Lessor, subject to all terms and conditions of the Lease, and the Lessee will pay the following termination charges:

- i. Tear down, removal; return delivery, repair, and disconnection of utilities, Site restoration, and other charges in accordance with this Lease, unless already paid by Lessee.

8. Return of Equipment

Upon the End of Term, unless agreed otherwise or already paid by Lessee, Lessee, at its sole expense, shall pay Lessor the amount of \$112,205.00 to tear down and remove and for the return delivery of such Equipment to Lessor F.A.S. or F.O.8. to such location as Lessor shall specify. Lessee agrees that the Equipment, when returned, shall be in the condition required by Section 4 hereof, excluding normal wear and tear and aging of the Equipment, and that the Site, when the Equipment is returned, shall be in the condition required by Section 3 of this Lease. All components of the Equipment shall have been properly serviced, following the manufacturer's written operating and servicing procedures. If, in the opinion of Lessor, any Equipment fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses plus 10% incurred by Lessor in connection with repairing such Equipment and restoring it so as to meet such standards.

9. Indemnification

To the extent permitted by law and to the extent funds are subsequently properly appropriated and certified for such purpose, Lessee hereby specifically indemnifies, agrees to defend and hold harmless Lessor, its employees and agents and successors and assigns (if applicable) from any and all loss, claims, liabilities, damages, fines, forfeitures, seizures, penalties and expenses (including attorney's fees and investigative costs) (collectively "Losses") that may arise from or in connection with:

(a) The loss of or damage to the Equipment prior to the Return Date due to collision, fire, flood, windstorm, lightning, theft, riot, civil disturbance, or any other peril or casualty.

(b) The death of or injury to, including but not limited to, damage to the property (other than the Equipment) or any person as a result of, in whole or in part, the use or condition prior to the Return Date of the Equipment.

(c) Any act or omission of Lessee in violation of this Lease.

(d) The actual or alleged storage, maintenance, use, handling, repair, or operation of the Equipment, prior to the Return Date, including but not limited to any failure to use anchor straps, any work done on, or any materials supplied to or in connection with the operation, maintenance, possession or storage of the Equipment and any loss or damage to anything stored in any of the Equipment; and

(e) Any damage to Lessee's property or the property of any third parties incurred during or in connection with the fulfillment of Lessee's obligations by or on behalf of Lessee or the repossession or return of Equipment by Lessor in accordance with the terms of this Lease.

The obligations contained in this Section 9 will survive expiration or termination of the term of this Lease and the Return Date. The indemnifications contained in this Section 9 will apply to any Losses whether they are asserted before or after the Return Date.

Initials



General Terms and Conditions of Operating Lease Agreement

10. Insurance

(a) Lessee, at Lessee's sole cost, will procure and keep in full force and effect, from the initial delivery date until the return of all Equipment, the following policies of insurance satisfactory to Lessor as to the insurer and as to the form and amount of coverage, with premiums prepaid:

i. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per person and \$5,000,000 per occurrence, written on an occurrence form, including coverage for premises, operations contractual liability, broad form property damage, independent contractors and personal injury liability.

ii. Commercial Property Insurance protecting against all loss and damages, at full replacement cost (the amount shown as "Insurance Valuation" on Page 1 of the Lease Agreement) as defined sustained or suffered due to the loss of or damage to the Equipment as result of collision, fire, lightning, theft, flood, windstorm, explosion, or any other casualty, naming Lessor and Lessee as the loss payees as to their respective interests.

(b) Lessee will deliver certificates evidencing all such insurance to Lessor immediately upon delivery of the Equipment to Lessee's site, time being of the essence. Each certificate will state that such insurance will not terminate or be materially changed without thirty (30) days' prior written notice to Lessor.

(c) If Lessee fails to deliver the insurance certificates defined in paragraph (a) and as required by paragraph (b) on the date required, Lessee will be in default under this Lease.

(d) Obtaining insurance as described above will not affect Lessee's obligations and indemnities under this Lease, and the loss, damage to, or destruction of any of the Equipment will neither terminate this Lease nor, except to the extent that Lessor is actually compensated by insurance paid for by Lessee, relieve Lessee of any of Lessee's liability under this Lease.

(e) If Lessee fails to deliver certificates evidencing such insurance to Lessor as required in Section 10 (b) of this Lease, Lessee agrees to pay on demand all costs and expenses plus 15% incurred by Lessor in connection with providing the insurance required in Section 10 (a) of this Lease.

11. Default

The occurrence of one or more of the following in clauses (a)-(e) below will constitute an Event of Default under this Lease:

(a) Lessee fails to pay when due any Monthly Lease Payment or any other payment due under this Lease or fails to perform its obligations under this Lease.

(b) Lessee fails to perform or observe any other term or condition under this Lease and such failure remains un-remedied for more that thirty (30) days after such failure to perform or observe.

(c) Lessee or any other person or entity which controls more than fifty percent (50%) of Lessee's equity (a "Control Person") or any guarantor of any of Lessee's obligations hereunder (a "Guarantor") (i) becomes insolvent, (ii) becomes subject to any voluntary or involuntary bankruptcy or reorganization proceedings, (iii) commits an act of bankruptcy, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due or (vii) enters into any type of voluntary or involuntary liquidation or dissolution;

(d) Lessee, any Control Person or any Guarantor defaults under any other agreement with Lessor or any affiliate of Lessor; and

(e) Any letter of credit, guaranty or other security given to secure the performance of Lessee's obligations under this Lease expires, terminates or in the reasonable opinion of Lessor becomes worthless.

Upon occurrence of an Event of Default, Lessor will have the option to retake and retain any or all of the Equipment free of all rights of Lessee without any further liability or obligation to redeliver any of the Equipment to Lessee, and Lessee hereby grants Lessor the right to enter upon any premises where all or any of the Equipment is located in order to take possession of and remove such Equipment. Lessee will pay to Lessor on demand all fees, costs and expenses incurred by Lessor in enforcing its rights under this Lease, including without limitation reasonable attorneys' fees.

The remedies provided in favor of Lessor will be cumulative and in addition to all other remedies provided in this Lease or existing by law or in equity. No action taken by Lessor pursuant to this Section 11 or Section 13 will release Lessee from Lessee's Covenants, obligations and indemnities provided under this Lease, including but not limited to Lessee's obligation for the payments of Monthly Lease Payments provided in this Lease.

If Lessor retakes possession of the Equipment or any part of the Equipment and there is at the time of such retaking, in, upon or attached to such repossessed Equipment, any other property, goods or things of value owned by Lessee or in the custody or control of Lessee, Lessor is authorized to remove such other property, goods or things and leave the same for Lessee, at Lessee's sole cost, on Lessee's property.

12. Lessor's Right to Cure

If Lessee defaults in any of its obligations under this Lease other than Monthly Lease Payments, whether or not an Event of Default then exists, Lessor may pay all amounts or perform or cause to be performed all obligations required to be paid or performed by Lessee under this Lease and recover from Lessee as additional Lease payments all costs and expenses plus 15% for all services so performed.

13. Set-Off

Without limiting any other provision of this Lease, upon the occurrence of an Event of Default, Lessor will have the immediate right, without notice, demand, or other action, to set-off against Lessee any amounts Lessor may hold as prepayments or deposits for Lessee's liabilities to Lessor whether or not then due to Lessor. Unless otherwise prohibited by law, Lessor will be deemed to have exercised such right to set-off and to have made a charge against any such sums immediately upon the occurrence of any Event of Default by Lessee.

Initials 

General Terms and Conditions of Operating Lease Agreement

14. Assignment, Amendment, Modification, Miscellaneous

(a) Lessee will not have the right to assign this Lease or to sublet, rent or otherwise hire out or transfer possession of any of the Equipment to any person or entity other than Lessor, without the prior written consent of Lessor.

(b) This Lease contains the entire Agreement between the parties pertaining to the subject matter of this Lease. No agreements, representation or understandings not specifically contained in this Lease will be binding upon any of the parties hereto unless reduced to writing and signed by the parties to be bound thereby. Any amendment, modification or addendum to this Lease will not be binding on Lessor unless signed by an authorized officer of Lessor. This Lease will be governed as to its construction, interpretation and effect by the laws of the State of New Jersey without regard to principles or choice of Laws.

15. Assignment by Lessor

Lessor's rights, title and interest in the Equipment may be assigned, reassigned, transferred or conveyed to any other party by Lessor, in whole or in part to one or more assignees and sub assignees by Lessor and, to the extent of their interest, by any Registered Owner without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated. In the event that Lessor's interest in the Equipment is assigned, Lessee agrees to execute all documents within (30) days of written request by Lessor. Documents may include notices of assignment, chattel mortgages, financing statements, etc. that may be reasonably requested by Lessor, or any other assignee, to protect its interests in this Agreement and the Equipment.

(a) To the extent permitted by applicable law, Lessee (i) waives any and all rights and remedies conferred upon a Lessee by Sections 2A-508 through 2A-522 of the Uniform Commercial Code and (ii) any rights now or hereafter conferred by statute or otherwise to recover incidental or consequential damages from any Assignee for any breach of warranty or for any other reason or to set-off or deduct all or any part of any claimed damages resulting from Lessee's default, if any, under this Agreement provided, however, that no such waiver shall preclude Lessor from asserting any claim, right or action against Lessee as otherwise provided in this Lease Agreement.

16. Additional Provisions

(a) Lessee and Lessor hereby irrevocably waive all rights to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort, or otherwise) arising out of or relating to this Lease Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

17. Ohio Law Governs

This Lease and the rights and obligations of the parties hereunder shall in all respect be governed by and construed in accordance with the laws of the State of Ohio, including all matters of construction, validity and performance regardless of the location of the Equipment. The venue of any proceeding relating to this Lease shall be the court of general jurisdiction closest to Beavercreek, Ohio.

18. Time Provision for Filing Suit

Lessee agrees that any suit or claim against Lessor arising out of this Lease, including but not limited to suits or claims based on alleged breach of contract or warranty, must be brought within 180 days of the event giving rise to the suit or claim or be forever barred. The Lessee waives the right to rely on any longer limitation periods, statutory or otherwise.

C. Approval of Revised/Amended 2021-2022 GCESC Contract

SEE NEXT PAGE(S)



GREENE COUNTY EDUCATIONAL SERVICE CENTER
(GCESC)

"REVISED" Contract Amount for FY22
Pursuant to O.R.C. 3313.842 and O.R.C. 3313.845

County ESC GREENE COUNTY ESC ESC IRN 047233

District Beavercreek City County: GREENE

District IRN 047241

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have \$ 12.00 per pupil deducted from SF-3 payments computed by the Ohio Department of Education for services outlined in this agreement beginning **July 1, 2021**.

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have deducted bi-monthly from state foundation payments throughout the fiscal year in the amount of \$3,350,000 for services outlined in this agreement beginning **July 1, 2021**.



District Superintendent Signature

3/25/22

Date



District Treasurer Signature

3/25/22

Date

Board Resolution 2022-34

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____

D. Approval of 2022-2023 GCESC Contract

SEE NEXT PAGE(S)



**GREENE COUNTY EDUCATIONAL SERVICE CENTER
(GCESC)**

**Contract Amount for FY23
Pursuant to O.R.C. 3313.842 and O.R.C. 3313.845**

County ESC GREENE COUNTY ESC

ESC IRN 047233

District Beavercreek City

County: GREENE

District IRN 047241

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have \$ 12.00 per pupil deducted from SF-3 payments computed by the Ohio Department of Education for services outlined in this agreement beginning **July 1, 2022.**

Foundation Deduct:

Pursuant to O.R.C. 3313.845, the Beavercreek Board of Education agrees to have deducted bi-monthly from state foundation payments throughout the fiscal year in the amount of \$ 3,000,000 for services outlined in this agreement beginning **July 1, 2022.**

[Signature]

District Superintendent Signature

3/25/22

Date

[Signature]

District Treasurer Signature

3/25/22

Date

Board Resolution 2022-36

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____

E. Approval of Resolution for BEA/BCEA Negotiated Agreement Extension

SEE NEXT PAGE(S)



Master Contract Extension Agreement
 Between the Beavercreek Education Association
 And the
 Beavercreek Board of Education
 March 17, 2022

This negotiated agreement extension will be effective August 1, 2022, through July 31, 2022. All other provisions of the negotiated agreement between the parties hereto not altered by this Amendment are to remain unchanged and in full force and effect.

Salary

2.5% on Base Salary of the FY22 salary schedule
 (FY23 salary schedule will be provided)

Stipend

Each staff member that meets the eligibility criteria will receive a stipend based upon the three tiers described below:

Employment Status	COVID-19 Endurance Stipend
<u>Full time:</u> ≥ 30 hours per week	\$1,500.00
<u>Part-time:</u> ≥ 18.75 hours per week and < 30 hours per week	\$1,000.00
<u>Part-time:</u> < 18.75 hours per week	\$500.00

Eligibility Criteria for Stipend

In order to receive the payment stipend an employee must have an active employment status on June 30, 2022, and September 1, 2022. If an employee is in two different employment status tiers on each of the dates, they will be eligible for the higher of the two stipend levels.

Payment of Stipend

The stipend will be included in the first paycheck of September 2022 and subject to all applicable and required withholdings, including but not limited to federal, state, and local taxes.

Jo Ann Rigano 3-17-22
 Jo Ann Rigano Date
 Board President

Penny Rucker
 Penny Rucker Date
 Treasurer 3-17-22

Paul Otten
 Paul Otten
 Superintendent 3-17-22



Master Contract Extension Agreement
 Between the Beavercreek Classified Education Association
 And the
 Beavercreek Board of Education
 March 17, 2022

This negotiated agreement extension will be effective July 1, 2022, through June 30, 2023. All other provisions of the negotiated agreement between the parties hereto not altered by this Amendment are to remain unchanged and in full force and effect.

Salary

2.5% on Base Salary of the FY22 salary schedule
 (FY23 salary schedule will be provided)

Stipend

Each staff member that meets the eligibility criteria will receive a stipend based upon the three tiers described below:

Employment Status	COVID-19 Endurance Stipend
Regular Full-time: Contracted five (5) hrs. or More per Day	\$1,500.00
Regular Part-time: Contracted Three (3) hrs., but Less Than Five (5) hrs. per Day	\$1,000.00
Contracted One (1) hr., but Less Than Three (3) hrs. per Day	\$500.00

Eligibility Criteria for Stipend

In order to receive the payment stipend an employee must have an active employment status on June 30, 2022, and September 1, 2022. If an employee is in two different employment status tiers on each of the dates, they will receive the higher of the two stipend levels.

Payment of Stipend

The stipend will be included in the first paycheck of September 2022 and subject to all applicable and required withholdings, including but not limited to federal, state, and local taxes.

Jo Ann Rigano 3-17-22

 Jo Ann Rigano Date
 Board President

Penny Rucker _____
 Penny Rucker Date
 Treasurer 3-17-22

Paul Otten _____
 Paul Otten Date
 Superintendent 3/17/22

F. Approval of Administrator Salary Schedules

SEE NEXT PAGE(S)

Beavercreek City School District
 FY23 Administrator Salary Schedule
 BOE Approved:
 *Salary Schedule Effective 8/1/2022-7/31/2023

Base Salary: \$90,732 1.025
 Effective: August 1, 2021

Scale	Position	Work Days	Work Days										
			1	2	3	4	5	6	7	8	9	10	11
I	Asst. Transportation Supvr.	250	54,920	57,025	59,130	61,235	63,340	65,445	67,550	69,655	71,760	72,840	73,756
II	Lunchroom Supvr.	250	72,640	74,745	76,850	78,955	81,060	83,165	85,270	87,375	89,480	90,832	91,966
III	Asst. Bldgs. & Grounds Supvr.	250	72,640	74,745	76,850	78,955	81,060	83,165	85,270	87,375	89,480	90,832	91,966
IV	Transportation Supvr.	250	75,362	77,467	79,572	81,677	83,782	85,887	87,992	90,097	92,202	93,590	94,760
V	Asst. Treasurer (7/30/13)	250	78,102	80,207	82,312	84,417	86,522	88,627	90,732	92,837	94,942	96,376	97,573
VI	Asst. Elem. Principal	213	81,015	83,120	85,225	87,330	89,435	91,539	93,644	95,749	97,854	99,324	100,567
VI a	Psychologist	213	82,394	84,598	86,803	89,008	91,213	93,418	95,622	97,827	100,032	101,529	102,799
VII	Asst. MS Principal	213	87,892	90,097	92,302	94,506	96,711	98,916	101,121	103,326	105,530	107,118	108,452
VII a	Asst. MS Principal (250 Days) (6/21/12)	250	94,933	97,310	99,687	102,064	104,442	106,819	109,196	111,573	113,950	115,656	117,108
VIII	Bldgs. & Grounds Supvr.	250	88,473	90,678	92,882	95,087	97,292	99,497	101,701	103,906	106,111	107,708	109,051
VIII a	Asst. Treasurer	250	88,473	90,678	92,882	95,087	97,292	99,497	101,701	103,906	106,111	107,708	109,051
IX	Asst. HS Principal	213	89,262	91,358	93,454	95,550	97,646	99,742	101,838	103,933	106,029	107,617	108,969
IX a	Freshman Principal	213	92,574	94,670	96,766	98,862	100,957	103,053	105,149	107,245	109,341	110,983	112,372
X	Supervisors	213	88,173	90,269	92,365	94,461	96,557	98,653	100,749	102,845	104,941	106,519	107,844
XI	Preschool Principal	213	89,271	91,367	93,463	95,559	97,655	99,751	101,847	103,943	106,038	107,626	108,969
XII	Elem. Principal	213	90,369	92,465	94,561	96,657	98,753	100,849	102,944	105,040	107,136	108,742	110,103
XII a	Elem. Principal (250 Days) (6/21/12)	250	97,410	99,669	101,928	104,188	106,447	108,706	110,965	113,224	115,484	117,217	118,677
XIII	MS Principal	213	92,574	94,670	96,766	98,862	100,957	103,053	105,149	107,245	109,341	111,074	113,179
XIII b	MS Principal (250 Days) (6/21/12)	250	100,812	103,062	105,313	107,563	109,813	112,063	114,313	116,563	118,814	120,592	122,098
XIII a	Director of Athletics	213	91,485	93,581	95,677	97,773	99,869	101,965	104,061	106,156	108,252	109,876	111,246
XIV	HS Principal	250	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,200	131,824
XV	Director of Business Services	250	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,200	131,824
XV a	Director of Technology	250	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,200	131,824
XVI	Director of Curric. Serv. / Director of Pupil Serv.	250	113,914	116,010	118,106	120,202	122,298	124,394	126,489	128,585	130,681	132,641	134,301
XVII	Director of Human Resources	250	113,914	116,010	118,106	120,202	122,298	124,394	126,489	128,585	130,681	132,641	134,301
XVIII	Assistant Superintendent	250	117,570	120,283	123,069	125,909	128,812	131,788	134,837	137,949	141,134	144,373	147,694

NOTE: The Assistant Superintendent scale is based on a 2.3% increase for each step

NOTE: The steps on the salary schedule do not indicate automatic advancement, automatic movement, or right of advancement, but are merely a guide for salary schedule placement. Any administrator new to the District may be given experience credit for not more than six (6) years (7th step) of previous administrative experience, not to be counted in Longevity Credit.

Longevity Credit:
 The following amounts are not to be cumulative, but are to be added to the Base Salary.

Beavercreek City School District Years Experience	
15 Years	2,540
20 Years	5,081
25 Years	7,621

Administrative Years Experience		
Step 1	1 - 2 Years	680
Step 2	3 - 5 Years	1,361
Step 3	6 - 8 Years	2,722
Step 4	9 - 11 Years	4,083
Step 5	12 or More Years	5,444

Training Credit:
 The following amounts are not to be cumulative, but are to be added to the Base Salary.

State Agency Certification	1,107
Associates Degree	2,214
Four Year College Degree	3,321
Masters / CPA	4,428
M+45 / Specialist	5,535
Doctorate	6,642

**Beavercreek City School District
Administrator Fringe Benefit Schedule**
BOE Approved:

Medical / Dental Insurance:

Monthly premium costs will follow provisions of the current BEA negotiated agreement.

Life Insurance:

Board to pay premium of a group term policy equal to two (2) times the annual salary rounded up to the nearest thousand, subject to a maximum of \$225,000.

Sick Leave:

Maximum accumulation of 330 days.

Personal Leave:

3 days per year - (effective 1986-87). Effective the 2003-04 contract year, unused personal leave days shall not accumulate to the following years. Unused personal leave days shall be compensated at the Assistant Elementary Principal, Step 1 daily rate.

Severance Pay:

27% of unused sick leave capped at 89 days at the time of official retirement. Death benefit payable same as teaching staff. The fringe benefit retirement pick-up included in compensation shall also be included when calculating the daily rate for severance purposes.

Other Fringes:

Twelve month employees will receive twenty (20) days vacation leave each contract year. Vacation should, whenever possible be used and taken during the contract year earned. Unused vacation during one contract year may either be (a) carried over into the next contract year, upon request of the administrator, not to exceed forty (40) days maximum accumulation; or (b) cashed in, provided, however, the maximum number of days which may be cashed in during any contract year is ten (10) days. Each vacation day cashed in shall be paid at the per diem rate applicable to the salary in effect for the administrator during the year such vacation was to have been taken. Note: Those administrators who have above the 40 days maximum accumulation as of July 31, 1999, may continue to have a maximum accumulation equal to the number of days accumulated as of July 31, 1999 or a lesser amount if any of such accumulated days are utilized at anytime after July 31, 1999. For such administrators, vacation days used after August 1, 1999, will be used on the following basis.

1. Vacation days earned during a current year will be used first.
2. After current year's vacation days are used, additional days taken will be charged against the prior years' accumulation of days.

So long as such administrators have in excess of forty (40) day's accumulation, they will not be permitted to accumulate any additional days for carryover into the next contract year.

Retirement Pick-Up:

The Board agrees to "pick-up" the contributions to STRS and SERS. These picked-up employee contributions are treated either as "Salary Reduction" or "Fringe Benefit Included In Compensation" based on the schedule below. Salary Reduction shall be treated as mandatory salary reduction from the contract salary otherwise payable to the employee. Fringe Benefit Included In Compensation shall be paid by the Board as a fringe benefit in addition to the contract salary otherwise payable to the employee. These Fringe Benefit Included In Compensation contributions shall be treated as additional compensation and included in salary for retirement purposes.

<u>Effective Date</u>	<u>Fringe Benefit Included In Compensation</u>
August 1, 2006	10.00%

In all cases, any portion of the employees mandatory contribution not picked-up as a Fringe Benefit Included In Compensation will be continued to be picked-up as Salary Reduction.

In the event that the Ohio General Assembly enacts legislation that prohibits the Board of Education from "picking-up" contributions to STRS and/or SERS, the Board will adjust the salary of any such affected administrators to off-set the loss of the Board's pick-up contribution.

Tuition:

Non-resident administrator's children may attend Beavercreek Schools on a tuition-free basis.

Professional Organizations:

Board pays annual dues to one state and one national professional organization of the employee's choice.

Unless otherwise stated above, all other salary / benefit provisions of the current BEA negotiated agreement apply.

G. Approval of Manager/Coordinator Salary Schedules

SEE NEXT PAGE(S)

Beavercreek City School District
 Manager/Coordinator Salary Schedule
 BOE Approved:
 Effective 8/1/2022-7/31/2023

31-Mar-22
 01:53 PM

Base Salary: \$90,732
Effective: August 1, 2022

FLSA Exempt Status Employees:	Work Days	Steps											
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Public Relations Specialist	250	77,086	79,191	81,296	83,401	85,506	87,611	89,716	91,821	93,926	96,031	97,471	98,689
Chief Security Officer	180	50,184	52,289	54,394	56,499	58,604	60,709	62,814	64,919	67,024	69,129	70,490	71,624
Routing Specialist	250	53,260	55,365	57,470	59,575	61,680	63,785	65,890	67,995	70,100	72,205	73,565	74,700
School Social Worker	188	55,399	57,504	59,609	61,714	63,819	65,924	68,029	70,134	72,239	74,344	75,460	76,404
Network and Systems Administrator	250	72,595	74,700	76,805	78,910	81,015	83,120	85,225	87,330	89,435	91,539	92,912	94,073
Management Information Systems Coordinator	250	77,086	79,191	81,296	83,401	85,506	87,611	89,716	91,821	93,926	96,031	97,471	98,689
Fiscal Analyst and Coordinator	250	77,086	79,191	81,296	83,401	85,506	87,611	89,716	91,821	93,926	96,031	97,471	98,689
Gifted Services & Special Projects Coordinator	210	77,086	79,191	81,296	83,401	85,506	87,611	89,716	91,821	93,926	96,031	97,471	98,689

NOTE: The steps on the salary schedule do not indicate automatic advancement, automatic movement, or right of advancement, but are merely a guide for salary schedule placement. Any FLSA Exempt Status employee new to the District may be given experience credit for not more than six (6) years (7th step) of previous related experience.

Longevity:	14th Year	\$2,018	Training Credit:	Associates Degree	\$2,214
	19th Year	\$2,018		Four Year College Degree	\$3,321
	24th Year	\$2,018		Masters In Related Field	\$4,428

Training Credit amounts are not to be cumulative, but are to be added to the Base Salary.

Sick leave taken during a week will be accumulated and charged in 1/4 day increments.

Vacation leave shall be earned and posted on a monthly basis. Twelve month employees shall earn vacation in accordance with the following schedule.

10 Days (0.833 per mo.) = Less than seven (7) years of performing like work in private industry or other government/non-profit in a twelve month position.

15 Days (1.250 per mo.) = Seven (7) but less than fifteen (15) years of performing like work in private industry or other government/non-profit in a twelve month position.

20 Days (1.667 per mo.) = Fifteen (15) years or more of performing like work in private industry or other government/non-profit in a twelve month position.

The maximum amount of vacation leave an employee may carry is their annual accumulation plus 15 days.

Service credit conversion for vacation purposes shall be calculated based on the provisions of the current BCEA negotiated agreement.

All other vacation provisions shall follow the provisions of the current BCEA negotiated agreement.

Unless otherwise specified above, all other compensation / benefit provisions of the current BCEA negotiated agreement apply.

H. Approval of Non-Bargaining Unit/Exempt Confidential Employee Salary Schedules

SEE NEXT PAGE(S)

Beavercreek City School District
 Non-Bargaining Unit/Exempt Confidential Employees (Central Office)
 Pay Schedules - FY2023
 BOE Approved:
 Effective 7/1/2022-6/30/2023

11-Mar-22
 11:11 AM

Salary % Increase: 102.50%

	STEP & HOURLY RATE											
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Executive Administrative Assistant	28.19	28.62	29.06	29.54	29.99	30.42	30.89	31.34	31.97	32.60	33.07	33.50
Department Administrative Assistant	27.71	28.19	28.62	29.06	29.54	29.99	30.42	30.89	31.51	32.15	32.64	33.03
Administrative Assistant	26.76	27.22	27.66	28.12	28.59	29.01	29.49	29.96	30.57	31.14	31.61	32.00
Payroll & Benefits / Accounting Specialist	28.19	28.62	29.06	29.54	29.99	30.42	30.89	31.34	31.97	32.60	33.07	33.50
Copy Center Manager	23.38	23.85	24.28	24.74	25.18	25.60	26.10	26.54	27.08	27.62	28.04	28.38
Receptionist	23.08	23.53	23.99	24.42	24.90	25.38	25.82	26.25	26.75	27.30	27.71	28.06
Lead Computer Technician	27.71	28.19	28.62	29.06	29.54	29.99	30.42	30.89	31.51	32.15	32.64	33.03
Computer Technician	25.36	25.79	26.18	26.60	27.06	27.48	27.88	28.35	28.89	29.49	29.94	30.31

Longevity:	14th Year	\$0.97
	19th Year	\$0.97
	24th Year	\$0.97

Employee designated as computer system operator will receive and additional \$0.75 per hour.

Sick leave taken during a week will be accumulated and charged in 1/4 day increments.

Unless otherwise specified above, all other compensation / benefit provisions of the current BCEA negotiated agreement apply.

- I. Approval of NEOLA Policy Updates (First Reading 2-15-2022, See Binder)

Ms. Hunt seconded the motion.

ROLL CALL Gene Taylor, aye; Krista Hunt, aye; Chris Stein, aye; Dr. Carl Fischer, aye; Jo Ann Rigano, aye.

Motion carried 5-0.

Section II – Resolution #2022-39

Dr. Fischer made a motion to consider the recommendation of the Superintendent to approve the February 2022 new business Section II - items A-B as presented.

- A. Employment, Salary Changes, Leaves of Absence, and Terminations – Classified

The following individuals are recommended for rescindment:

RESCINDMENT

Registered Nurse

Roberts, Tracy Effective February 4, 2022
Registered Nurse (Split) Leave-Fill Contract
Ferguson Hall Step 4/L-0/BCSD 1 Years Exp.
(Replacement) \$26.12/hr.

- B. Employment, Salary Changes, Leaves of Absence, and Terminations - Classified

The following individuals are recommended for employment:

EMPLOYMENT

Registered Nurse

Roberts, Tracy Effective February 4, 2022
Registered Nurse (Split) Leave-Fill Contract
Ferguson Hall Step 4/L-0/BCSD 1 Years Exp.
(Replacement) \$26.12/hr.

Mr. Stein seconded the motion.

ROLL CALL Dr. Carl Fischer, aye; Krista Hunt, aye; Chris Stein, aye; Gene Taylor, aye; Jo Ann Rigano, aye.

Motion carried 5-0.

XII. ANNOUNCEMENTS

- A. March 21-25, 2022 – Spring Break/No School
- B. March 21, 2022 – Joint Work Session with City of Beavercreek, 1368 Research Park Drive at 5:00 p.m.
- C. April 15, 2022 – No School / All Offices Closed
- D. April 18, 2022 – No School/Exchange Day
- E. April 21, 2022 – Board of Education Meeting 6:30 p.m.

XIII. BOARD MEMBER COMMENTS

See Video via Beavercreek City School's Website for live comments:

Start at 1:38 and Ends at 1:50

XIV. ADJOURNMENT

There being no further business Mr. Stein moved to adjourn the meeting at 8:05 p.m.

Ms. Hunt seconded the motion.

ROLL CALL: Chris Stein, aye; Krista Hunt, aye; Dr. Fischer, aye; Gene Taylor, aye; Jo Ann Rigano, aye.

Motion carried 5-0.

We do hereby certify the above to be correct.

PRESIDENT

TREASURER