

BEAVERCREEK CITY SCHOOLS
Board of Education Meeting
17 March 2022
6:30 p.m.

A G E N D A

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA AS PRESENTED

V. PRESENTATIONS

- A. Recognition of Men's State Swim Team Champions-Mr. Brad Pompos, Athletic Director
- B. Retirement Recognition-Mr. Deron Schwieterman, Director of Human Resources

VI. QUESTIONS AND/OR COMMENTS FROM THE PUBLIC

VII. EXECUTIVE SESSION

- A. The Appointment, Employment, Dismissal, Discipline, Promotion, Demotion, or Compensation of Public Employees 121.22 (G) (1)
- B. Collective Bargaining 121.22 (G) (4)

VIII. APPROVAL OF THE MEETINGS HELD

- A. Minutes for February 2022 Board of Education Meetings
 - February 15, 2022 Regular Board of Education Meeting
 - February 22, 2022 Special Board of Education Meeting

IX. ITEMS FOR BOARD DISCUSSION

- A. Start Times and Length of Student Day-Mr. Paul Otten
- B. Revision/Amendment to 2020-2021 GCESC Contract-Dr. Bobbie Fiori
- C. GCESC Contact for FY23-Dr. Bobbie Fiori

X. FINANCIAL REPORTS REQUEST-ITEMS FOR BOARD DISCUSSION

- A. February 2022 Financial Reports p. 1
- B. FY22 Amended Certificate of Estimated Resources and Appropriations p. 24
- C. February 2022 Donated Items p. 25

XI. NEW BUSINESS-ITEMS FOR BOARD ACTION

A.

- | | |
|--|----------|
| 1. Employment, Salary Changes, Leaves of Absence, and Terminations | p. 26 |
| 2. Approval of Modular Classroom Space for 2022-2023 Lease Agreements | p. 33 |
| 3. Approval of Revised/Amended 2020-2021 GCESC Contract | p. 81 |
| 4. Approval of 2021-2022 GCESC Contract | p. 82 |
| 5. Approval of Resolution for BEA/BCEA Negotiated Agreement Extension | p. 86/87 |
| 6. Approval of Administrator Salary Schedules | p. 88 |
| 7. Approval of Manager/Coordinator Salary Schedules | p. 90 |
| 8. Approval of Non-Bargaining Unit/Exempt Confidential Employee Salary Schedules | p. 91 |
| 9. Approval of NEOLA Policy Updates (First Reading 2-15-22, See Binder) | |

B.

- | | |
|---|-------|
| 1. Employment, Salary Changes, Leaves of Absence, and Terminations-Classified | p. 92 |
| 2. Employment, Salary Changes, Leaves of Absence, and Terminations-Classified | p. 93 |

XII. ANNOUNCEMENTS

- A. March 21-25, 2022-Spring Break/No School
- B. March 21, 2022-Joint Work Session
w/City of Beavercreek, 1368 Research Park Drive, 5p
- 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, 6:30p

XIII. BOARD MEMBER COMMENTS

XIV. ADJOURNMENT

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

							% 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


	Monthly Estimate	Monthly Actual	Monthly Difference
Real Estate Tax	\$33,500,000	\$33,605,000	\$105,000
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$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
State Foundation	\$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:	
<ul style="list-style-type: none"> ✓ 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:	
<ul style="list-style-type: none"> ✓ 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
Salaries & wages	\$5,160,000	\$4,602,853	<u>\$-557,147</u>
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$38,980,000	\$38,591,044	<u>\$-388,956</u>



Executive Summary – Financial Reporting			
For the Month of February 2022			
Expenditures			
	Monthly Estimate	Monthly Actual	Monthly Difference
Fringe Benefits	\$1,700,000	\$1,696,590	<u>\$-3,410</u>
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$15,575,200	\$15,396,650	<u>\$-178,550</u>



Executive Summary – Financial Reporting			
For the Month of February 2022			
Expenditures:			
<p>✓ Purchased Services costs of \$376,906 this month-to-date came in under projections of \$-8,785 fiscal-to-date.</p> <p>[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.]</p> <p>✓ Materials, Supplies and Books to date came in under projections by about \$-165,189.</p> <p>✓ Capital Outlay to date came in over projections by about \$391,154.</p>			



Executive Summary – Financial Reporting			
For the Month of February 2022			
Expenditures			
	Monthly Estimate	Monthly Actual	Monthly Difference
Purchased Svcs.	\$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
Materials, Supplies	\$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
Capital Outlay	\$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

	Monthly Estimate	Monthly Actual	Monthly Difference
Total Expenditures	\$7,855,000	\$7,158,364	\$-696,636
	Year to Date Estimate	Year to Date Actual	Year to Date Difference
	\$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, 65.67% 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:			
Ending Cash Balance	Monthly Estimate	Monthly Actual	Monthly Difference
	\$47,798,572	\$49,088,149	\$1,289,577
Year to Date Estimate	Year to Date Actual	Year to Date Difference	
	\$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								
Fund 002 BOND RETIREMENT	\$ 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 003 PERMANENT IMPROVEMENT	\$ 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 004 BUILDING	\$ 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 006 FOOD SERVICE	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 007 SPECIAL TRUST	\$ 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 009 UNIFORM SCHOOL SUPPLIES	\$ 55,700.00	\$ 6,000.00	\$ 15,166.36	\$ 0.00	\$ 48,400.00	\$ 22,466.36	\$ 0.00	\$ 22,466.36
Fund 018 PUBLIC SCHOOL SUPPORT	\$ 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 019 OTHER GRANT	\$ 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 020 SPECIAL ENTERPRISE FUND	\$ 10,078.21	\$ 0.00	\$ 41,355.00	\$ 0.00	\$ 9,499.98	\$ 41,933.23	\$ 42.50	\$ 41,890.73
Fund 022 DISTRICT CUSTODIAL	\$ 76,580.56	\$ 0.00	\$ 19,394.00	\$ 0.00	\$ 45,414.43	\$ 50,560.13	\$ 0.00	\$ 50,560.13
Fund 024 EMPLOYEE BENEFITS SELF INS.	\$ 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 025 COMPUTER NETWORK CLASS 'A'S'IT	\$ 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 027 WORKMANS COMPENSATION-SELF INS	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 032 SCHOOL IMPROVEMENT MODELS	\$ 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 200 STUDENT MANAGED ACTIVITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 300 DISTRICT 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 401 AUXILIARY SERVICES	\$ 697,241.21	\$ 29,882.52	\$ 440,861.59	\$ 40,004.78	\$ 424,794.81	\$ 713,307.99	\$ 180,416.80	\$ 532,891.19
	\$ 204,017.06	\$ 513,621.12	\$ 961,489.16	\$ 66,041.88	\$ 740,718.46	\$ 424,787.76	\$ 44,796.63	\$ 379,991.13

Beavercreek City Schools
Cash Summary Report

	Initial Cash	MTD Received	FYTD Received	MTD Expended	FYTD Expended	Fund Balance	Encumbrance	Unencumbered Balance
Fund 416 TEACHER DEVELOPMENT								
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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 452 SCHOOLNET PROFESS. DEVELOPMENT	\$ 0.00	\$ 0.00	\$ 9,000.00	\$ 0.00	\$ 0.00	\$ 9,000.00	\$ 0.00	\$ 9,000.00
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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 504	\$ 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 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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 510 CORONAVIRUS 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 514	\$ 72,460.50	\$ 0.00	\$ 91,149.30	\$ 0.00	\$ 163,609.80	\$ 0.00	\$ 2,718.67	\$ (2,718.67)
	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Beavercreek 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								
Fund 532	\$ 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 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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 572 TITLE I DISADVANTAGED CHILDREN	\$ 0.00	\$ 2,809.83	\$ 20,016.49	\$ 3,536.40	\$ 23,552.89	\$ (3,536.40)	\$ 0.00	\$ (3,536.40)
Fund 573 TITLE V INNOVATIVE EDUC PGM	\$ 0.00	\$ 36,025.81	\$ 301,609.23	\$ 41,222.38	\$ 342,831.61	\$ (41,222.38)	\$ 0.00	\$ (41,222.38)
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	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 587 IDEA PRESCHOOL-HANDICAPPED	\$ 0.00	\$ 0.00	\$ 9,372.00	\$ 0.00	\$ 9,372.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 589	\$ 14,617.25	\$ 2,929.17	\$ 43,075.74	\$ 2,335.84	\$ 60,028.83	\$ (2,335.84)	\$ 0.00	\$ (2,335.84)
Fund 590 IMPROVING TEACHER QUALITY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fund 599 MISCELLANEOUS FED. GRANT FUND	\$ 12,266.95	\$ 1,593.94	\$ 45,980.86	\$ 0.00	\$ 58,247.81	\$ 0.00	\$ 11,007.95	\$ (11,007.95)
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

W



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

PORTFOLIO SUMMARY

As of February 28, 2022



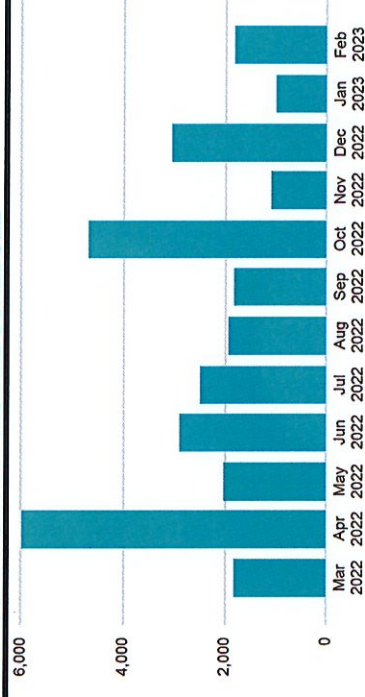
MONTHLY RECONCILIATION

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

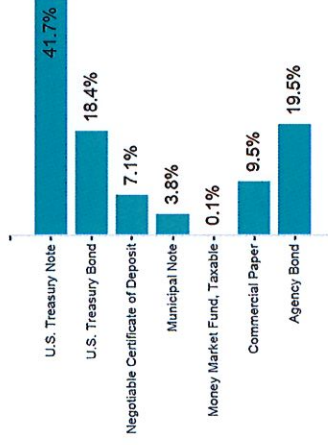
PORTFOLIO CHARACTERISTICS

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

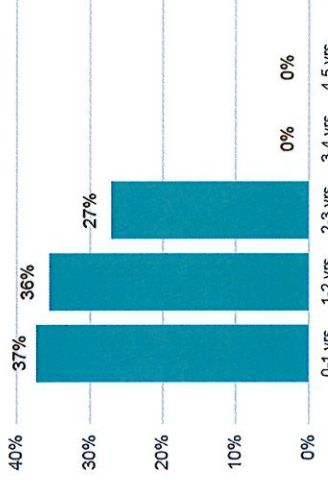
PROJECTED MONTHLY INCOME SCHEDULE



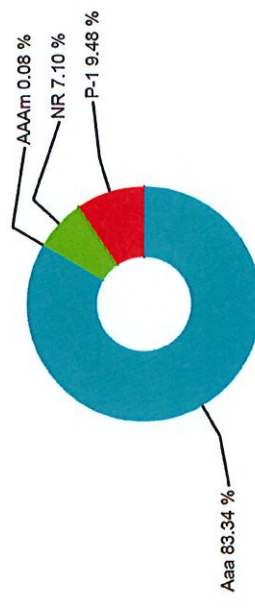
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY



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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		

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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

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+
3133EMMG3	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%	

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											
05580AE63	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+

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+
91282CCCK5	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+
91282CCCN9	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+
91282CAAF8	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+

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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%	

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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)

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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.

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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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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

<u>Fund</u>	<u>Fund</u>	<u>Unencumbered Balance July 1, 2021</u>	<u>* Tax Revenue</u>	<u>Other Revenue</u>	<u>Total Estimated Revenue</u>	<u>Total Resources</u>	<u>FY2022 Appropriations</u>	<u>Balance</u>
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	328,177.74	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), Traller, Homestead & Rollback, \$10K Exempt.

(A): Final Auxiliary State Allocations for FY22

(B): Updated student activity budgets

Treasurer's Certification:

Resolution:

BEAVERCREEK CITY SCHOOLS

3040 Kemp Road
Beavercreek, OH 45431

TO: Beaver Creek Board of Education

FROM: Mrs. Penny Rucker, Treasurer

RE: Donations

The following items were donated:

<u>DONOR</u>	<u>ITEM/GIFT RECEIVED BY</u>	<u>ITEM DONATED</u>
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

Beavercreek City Schools

3040 Kemp Road
Beavercreek, OH 45431

March 17, 2022

TO: BEAVERCREEK BOARD OF EDUCATION

FROM: Mr. Paul Otten, Superintendent

RE: Certificated Personnel

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)

Certified Personnel
17 March 2022

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 Teachers

General Substitutes

Ennis, Colby
Haufe, Galya

Loyd, Ceara
McClure, Anna

Non-Bachelor Substitutes

Cornett, Mia
Diller, Bradley
Kmon, Corey

Lewis, Rachel
Miller, Mary
Schell, Bobbie

Sparaco, 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 Days

Berry, 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, Hannah
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

Certified Personnel
17 March 2022

Shirley, Hilda
Coy Middle School

Death
Effective 01/10/2022
English Language Arts

Beavercreek City Schools
3040 Kemp Road
Beavercreek, Ohio 45431

March 17, 2022

TO: BEAVERCREEK BOARD OF EDUCATION

FROM: Mr. Paul Otten, Superintendent

RE: Classified Personnel

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

Hergenrather, Melissa
Special Needs Assistant
Fairbrook Elementary

Effective December 1-9, 2021
7 Unpaid Days - FMLA

Classified Personnel
March 17, 2022

Hergenrather, 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

Classified Personnel
March 17, 2022

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

**Lease Agreement**

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

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

Mobilelease 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: Beaver Creek City Schools
Address: 3040 Kemp Road
City, State, Zip: Beaver Creek, 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,
Beaver Creek, 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: Beaver Creek 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:

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

Lease Agreement

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

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.

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

Customer

By: _____
Print: _____
Title: _____
Date: _____

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.

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

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.B. 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 I 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.

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.

PRESENTED TO:

Beavercreek City Schools

TITLE:

Modular Swing Space for
Fairbrook Elementary School

SUBMITTED BY:

MOBILEASE
MODULAR SPACE, INC.

The information contained herein is proprietary to Mobilease Modular Space, Inc. and may not be shared with any third party without the express written consent of Mobilease Modular Space, Inc.

Attention: Greg Thompson – Direct of Business Services

Reference: Turnkey solution for temporary swing space

Dear Mr. Thompson,

Mobilease Modular Space, Inc. is pleased to present our competitive proposal for your review and comment.

As part of our response, the following is contained herewith:

- Scope of Work
- Pricing Page
- Building Floor Plans
- Building Specifications
- References

Thanks again for the opportunity. Please do not hesitate to contact me with any questions or clarifications

Sincerely,

Brian P. McGlone

Brian McGlone
Territory Manager
Mobilease Modular Space, Inc.
P.O. Box 264
Pataskala, Ohio 43062
P: 740-927-1767
C: 614-452-2379

SCOPE OF WORK

I. Greene County Building Department's Plan Submittal Packages to include the following:

1. Sealed Manufacturer's Drawing
2. Site Plan
3. Foundation/Anchoring Plan
4. Site Electrical Drawing
5. Fire Alarm Drawing
6. Exterior Deck System Drawing
7. Zoning Drawing – Beavercreek TWP.
8. Soil Observation Reports

Drawings are sealed by a state of Ohio Registered Professional Engineer and 3rd Party Inspected /Certified.

II. Site Clearing / Preparation / Investigation:

- It is the responsibility on BCS to guarantee unobstructed accessibility for delivery of the modular units and provide staging area. The location shall be coordinated with Mobilease's project manager in order to facilitate the setting of the modular buildings.
- Mobilease is assuming a 2,500 PSF soil compaction or above. Anything less than 2,500 PSF soil compaction may result in a foundation design change. Additional constructions costs accrued due to poor soil conditions will be the BCS's responsibility.
- BCS is responsible for removing the trees/brush in the southern area if applicable.

III. Selection Phase:

- 84'x64' 6-Classroom Modular Facility

IV. Layout, Freight, Installation, and Return of Modular Classroom Facility:

- Professionally layout out the four corners of the modular facility. This includes setting 5' offsets with PK nails. Also, a private utility marking company will be scheduled to locate/mark out private underground lines.
- Supply and install below grade concrete footers. Footers will be 36" in depth with sizes ranging from 24" to 48" in diameter. Spoils will be removed from the site.
- Freight in (6) 14'x68' o/a x 14'6" to 260 N. Fairfield Road, Beavercreek, Ohio, 45430.
- Install 8"x8"x16" double dry stack CMU piers on below grade concrete footers. The door thresholds will be set at 36".
- Trans lift units into place, level, anchor, and seal. Anchoring system will be wet set or redhead type anchor with steel straps. All mate lines will be insulated before sealing. Corridors will be fire rated. All ship loose items will be installed.
- Supply and install perimeter skirting around the facility. Includes vents and access hatch. Skirting will be hi-ribbed steel.
- Prep and pour sidewalk from the south end of the modular unit to the existing school's egress. No course taken in consideration of the existing asphalt.
- Supply and install 5" gutter with 2"x3" downspouts with kickers.
- Provide construction cleaning (scrap and broom sweep) to interior of building and remove and dispose of all Mobilease construction debris from site.
- Demo and discard perimeter skirting.
- Dismantle, winterize, and stage modular units for removal.
- Demo, backfill, seed/straw concrete sidewalks.
- Seed and straw building pad area.
- Freight units back to an MMS storage facility.
- Grind off anchor heads and patch in asphalt areas.

V. Site Related Work:

Plumbing:

- N/A

Electrical:

- Install (3) new 200 Amp electrical feeders from the schools existing electrical equipment for connection to new modular building complex (6 floors).

-
- Electrical feeders to be sized per manufactures specifications to be provided.
 - Electrical service is existing and assumed to have enough capacity.
 - No new metering is included in this design.
 - Digging, site restoration is included.
 - Supply and install PVC conduit and wiring to modular panels.
 - Make required electrical interconnections per manufactures requirements.
 - Install provided emergency batteries as required by manufacture.
 - Install provided exterior fixtures as required by manufactures.
 - Supply and install 2 – 2” PVC conduits to connect modular to main building for low voltage systems.

Fire Alarm:

- Supply and install new fire alarm panel with communicator
- Pull station at each exit.
- Smoke detectors in the classrooms and corridor.
- Horn strobes in the classrooms and corridor.
- Interconnect fire alarm system within the existing school’s system. Punch down included.
- Greene County permit fees and inspections included.
- Monthly monitoring by BCS.
- Disconnection and rerouting are included

Low Voltage Systems:

- Supply and install (6) Cat6 lines back to the main server patch panel.
- Supply and install patch cable to connect to the main switch ports.
- Supply and install (1) data jack per classroom.
- Label and test out.
- Disconnection and removal are included. BCS to remove fixtures.

PA System:

- Supply and install (1) PA speaker and call button per classroom

- Supply and install wiring as required to connect to the main building system.
- BCS is responsible for the programming of the PA line to the main system.
- MMS is assuming that the current PA system can accept additional lines
- Disconnection and removal are included. BCS is responsible for reprogramming the system if applicable.

Security System:

- Supply and install a stand-alone basic system.
- Supply and install (4) Cat6 lines for cameras. (2) lines in the hallway and (1) line each at the end of the hallway.
- Supply and install wiring for interconnection to existing school security system.
- Supply and install motion sensors in each classroom and main hallway.
- Final connection/punch down by BCS.
- Monitoring by BCS.
- Disconnection and removal are included. BCS is responsible for reprogramming the system if applicable.

Card Access System:

- Supply and install a stand-alone basic system.
- Supply and install wiring for interconnection to existing school security system.
- Supply and install door exit motion sensors, card reader, and door strike or magnet at exterior doors.
- BCS' contractor to make final connection and test.

Aluminum Deck Systems:

- Supply and install (2) 8'x10'8" platforms, (1) 36' ADA ramps, and (1) steps to grade.
- Installation includes concrete anchoring the posts into the sidewalk.
- Greene County permit fees and inspections are included.
- Dismantle and removal are included

VI. Technical Clarifications:

MMS is responsible for submitting for permits and paying fees from Greene County Building Department.

MMS is responsible for submitting for zoning to Beavercreek township. Fees are included.

Mobilease proposal is base of standard/common enforced OBC/IBC codes. Any specialty and/or local requirements, by Greene County Building Department, that results in additional costs, will be the responsibility of BCS.

This proposal does not include a storm water management plan due to the project land size being under 1 acre.

This proposal is based on non-prevailing wage rates.

Any change in the proposed scope of work will be consider a change order to BCS at a cost plus 15% markup.

Proposal excludes provision for site development, concrete flatwork, parking lots improvements, furniture, casework and all other site, building, and demo not listed in the above scope of work.

The below grade concrete footers will be left abandon in place after the lease term is over. MMS will set the below grade footers 4" to 6" below the existing grade, topsoil added over top, and seed/straw. See pricing page for pier price extraction.

This proposal is based off this project being tax exempt and BCS supplying a tax-exempt certificate.

The proposed project is structure utilizing the Keystone Purchasing Network (KPN).

Proposal is valid for 30 days.

PRICING SUMMARY

84'x64' 6-Classroom Modular Facility and Aluminum Deck Systems:

60-month operating lease on the facility \$6,564.00/per mo.

60-month rental rate on aluminum deck systems: \$250.00/per mo.

Construction Costs

Design/General Conditions/Freight/Installation: \$89,332.00

Concrete Flatwork and Foundation Systems: \$42,837.00

Site Electrical/Fire Alarm/Low Volt/ PA: \$153,010.00

Disconnect, Dismantle and Return units: \$112,205.00

Options:

Add Canopy over Deck and Ramp only: \$18,750.00

6" dia. Yellow Painted Concrete Filled Steel Bollards: \$625.00/each

Extract below grade footers, backfill, and compact: \$525.00/per pier

4' Black Coated Chain Link Fence with Gates: Cost plus 15%



MOBILESPACE

Modular Space, Inc.

201 Route 130

Pedricktown, NJ 08067

O: 856.686.9600

F: 856.686.9240

sales@mobilespace.com

www.mobilespace.com

Drawing Notes

Drawing Keys

1 Proposed Site Plan 7/08

No. Revision Phase Date

Project Name and Address

Bowencreek City School District

Fairbrook Elementary School

280 N Fairfield Road

8-Play Modular Building

Drawn By

L. O'Brien

Project

Fairbrook ES Complex

Date

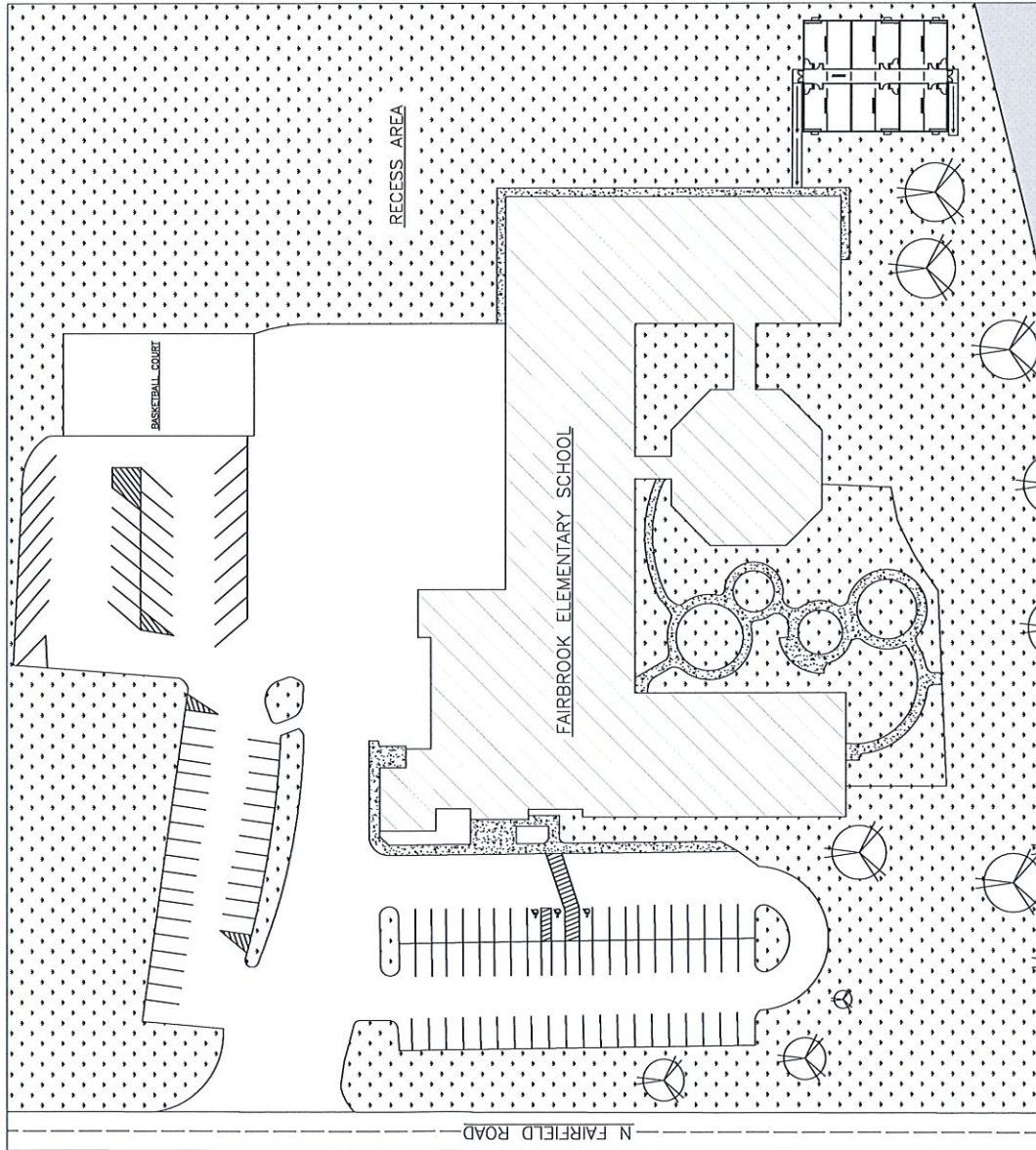
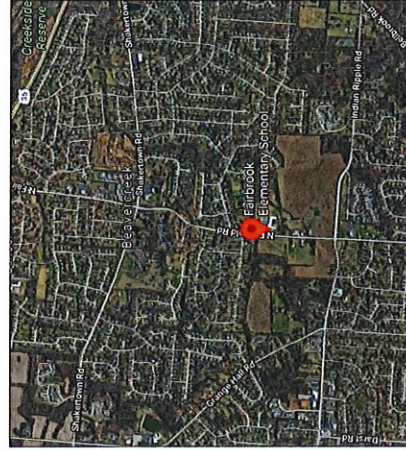
7/09/2021

Sheet

1 of 1

Scale

1/4"=1'-0"





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Drawing Notes

Drawing Keys

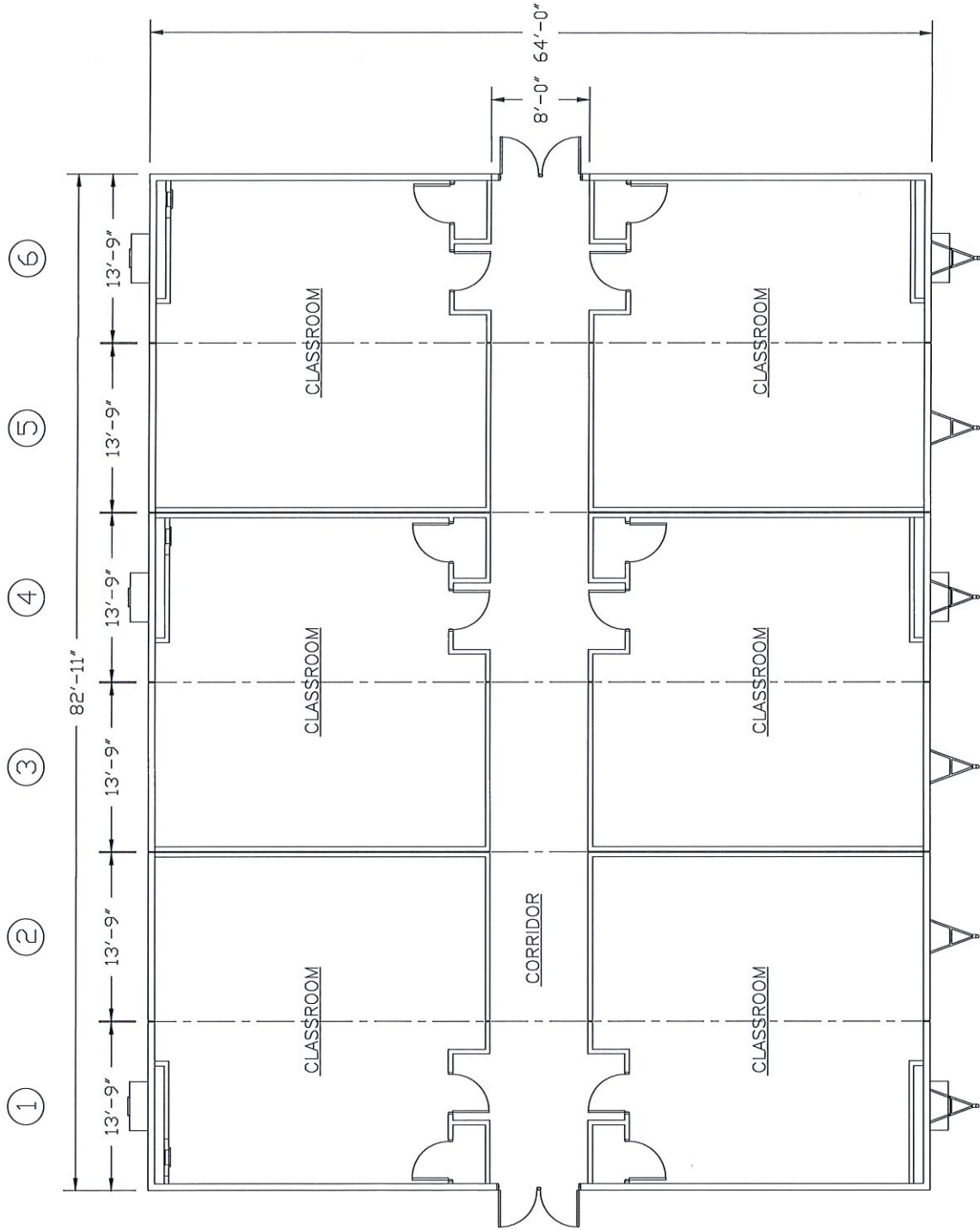
1 Proposed Floor Plan 7/02

No.	Revision/Issue	Date

Project Name and Address
Beverly Creek
6-Plex Modular Building
1.5'x6.4' Modules

Drawn By
L. O'Brien

Project	Beverly Creek Complex
Sheet	A1
Date	7/02/2021
Scale	1/4"=1'-0"
Page	1 of 1



FRAME

Perimeter Type w/center C-channel

I-Beam Size As Required

Axle Quantity As Required

New Tires

Detachable Hitches

Underslung Axles

FLOOR

Nylon Impregnated Bottom Board

2x8 Joists, 16" OC

3/4" T & G Plywood Decking

Floor patch for mate lines is not provided.

Decking Held Back Over 5" w/ 2x blocking

Floor patch for mate lines is not provided

1/8" Vinyl Composite Block Tile (per print)

cool white

WALLS & PARTITIONS

Wall Height: 8'-6"

2x4 Wood Studs, 16" OC

Double Top Plate

2x6 Wood Studs- Endwalls extended to roof decking

2x6 Wood Studs Exterior Walls

41.00 LF Interior Partition Walls (per print)

5/8" Type X Vinyl Covered Gypsum Wallboard

hampton grey

Standard Interior Trim Package

4" Vinyl Base Cove

light grey

INTERIOR DOORS

- 2.00 36"x 80" Sol. Core Imp.Oak St. Fr. 20 Min.
- 2.00 Tell lever,Grade 2, to accept Best IC core
Install construction cores
- 2.00 Special Item
5 X20 VIEW BLOCKS CLASSROOM DOORS
Note:Additional charge will apply for custom color
- 1.00 Purchasing and Production Note:
Int Door View Blocks - The bottom of all int door view blocks must be
mounted at 42" AFF
- 1.00 Production & Purchasing Note:
** No Push Button Lever Allowed In Gang Restroom In fire Rated Area,
Must Be Classroom Funtion **

ROOF

- Ground Snow Load: 40 psf
- Truss Spacing: 24" O.C.
- Transverse-no bottom cord-24" o.c.
- Sheathing: 1/2" Plywood or 7/16 OSB SSI choice
- 45 Mil White EPDM w/FR
- Ceiling: 2x2 Acoustical T-Grid (MC required)
- Ceiling Height: 8'-0" AFF
- 1.00 Mateline Ridgebeam
- Micro-Lam beam 1 3/4"x24" Single Layer
- 1 1/2" Roof Overhang (projection): Sides
- 12" Roof Overhang, Ends
- 1 Hr Rated Ceiling in Corridor (Drop Assembly)
PLEASE NOTE: A 1 HOUR RATED DROPPED ASSEMBLY WILL
CREATE A CEILING HEIGHT A MIN. OF 6" LOWER THAN NON
RATED AREAS
- NO sidewall hurricane straps are quoted
- Attic Ventilation as Required

PLUMBING

No Plumbing Included

ELECTRICAL

- 2.00 125 Amp Panel

ELECTRICAL

- 25.00 2X4 LED T-GRID FLAT PANEL
4000K LS40
- 3.00 Black Porch Light, factory std-w/ LED & Photo Cell
- 5.00 Combo Lighted Exit Sign/Emergency Light w/Battery
- 3.00 Exterior Remote Heads (Dual Head Type)
- 12.00 Empty 2x4 J-Box w 3/4" Conduit Stub
- 1.00 Alarm Junction Boxes 2x4 w 1/2" conduit
- All alarm devices & wiring are by others on site
- 1.00 Please Note:
It will be the customer responsibility to locate all j-boxes and receptacles. The receptacles and j-boxes shown on sign off drawings will be factory best guess. Please move or add in locations you desire when approving shop drawings.
- Commerical Grade 20amp 110v Recepts approx 12' oc
- 2.00 Exterior GFI Receptacle (in-use type) 20 amp
- 1.00 Heat Tape Receptacle (GFI) 20 amp
- 5.00 Occupancy Sensors Intermatic IOS-DOV
*** ALL SENSOR WILL BE SET IN THE OFF POSITION, IT WILL BE THE END USER RESPONSIBILITY TO SET THE SENSOR TO THEIR PREFERENCE. ***
- 12-2 Romex Wiring
- MC cable above T-grid suspended ceiling

HVAC

- 2.00 3 Ton Wall Mount Unit w/15kw Heat
- Programmable Thermostats
- 85.00 LF Fiberglass Supply Duct w/Grilles
- 60.00 LF Fiberglass Return Duct w/Grilles
- 28.00 LF Plenum Wall
- 8.00 2x2 Supply Grilles for Suspended T-Grid Ceiling
** adjustable dampers **
- 6.00 2x2 Return Grilles for Suspended T-Grid Ceiling
- 1.00 **IMPORTANT** HVAC Voltage
SSI Will Need To Know What The Site Power Will Be, 240v Or 208v. All HVAC's Come From The Factory 240 volt. If The Voltage Is Not Set Correctly, The HVAC's Will Not Operate Correctly Which Will Result In A Service Call & Charge. This Is The Dealer Responsibility To Let SSI Know What Power To Set The HVAC Before It Leaves The Factory.

CABINETS & FURNISHINGS

No Cabinetry Quoted

EXTERIOR

Hi-rib 29ga Steel Siding w/Steel Trim

body- ivory
trim cocoa brown

Sheathing As Required

100% House Wrap

Hi-rib 29ga Steel Mansard (20" to 24" avg. height)

body- ivory
trim- cocoa brown

1.00 Sheathing: As Required

Skirting: Hi-rib 29ga Stl. w/2x2 PT,Vents (36"avg)

1.00 Special Item
nailer for skirting under bottom trim. hold up

WINDOWS

6.00 46x60 V/S Low E White Vinyl
** VINYL WINDOWS, trim all the way around ***

6.00 Vinyl Mini-Blinds

EXTERIOR DOORS

1.00 "All exterior doors need weather protection"
All exterior doors need weather protection. You need a porch or awning
to prevent water damage to your floors or walls.

3.00 36"x80" ST/ST w/ 6"x30" V/B match ivory

3.00 Dorma Grade 1 Closer 8616
Specify aluminum or Bronze

3.00 Panic Hardware w/ Lever handle
W/ Removable IC Cores.
** IC CORE COMPATIBLE **

1.00 Purchasing and Production Note:
Ext Door View Blocks - The bottom of a 10x10 view block must be
mounted 67" AFF. Any other size view block must be mounted 42" AFF.

INSULATION

Floor R-38

Exterior Wall - R-21

Roof- R-60

Project Name	Sale or Lease	Consortia	Building Description	Location	Name/Address of Owner	School Contact	Completion Date
Modular Classroom additions at Wilson Vance and Bigelow Hill Intermediate Schools	Sale	KPN	(2) 7-plexes with site-built connectors, site utilities and site development	Findlay, Ohio	Findlay City Schools: 1100 Broad Avenue, Findlay, Ohio 45840	Dennis Doolittle - Director of Operations, (419) 425-8210 - EXT. 4	Started 05/03/2021 and Completed 08/13/2021
Modular Classroom Facility at Ridgewood Elementary School	Sale	KPN	(1) 56'x66' four classroom facility, site utilities, decks, ramps, and canopy	Hilliard, Ohio	Hilliard City Schools: 2140 Atlas Street, Columbus, Ohio 43228	Cliff Hetzel - Chief Operations Officer (614) 921-7011	Started 06/15/2021 and completed 08/10/2021
Modular Office Space for Riverview and Indian Trail Elementary Schools	Lease	KPN	(2) Doublewide units and site utilities.	Stow, Ohio and Munroe Falls, Ohio	Stow-Munroe Falls City Schools: 4350 Allen Road, Stow, Ohio 44224	Scott Campbell - Director of Operations, (330) 688-5413	Completion date 03/01/2021
Trebein Elementary Modular Classrooms	Lease	KPN	7-plex with site utilities and development	Xenia, Ohio	Beavercreek City Schools: 3040 Kemp Road, Beavercreek, Ohio 45431	Greg Thompson - Director of Business Services (937) 458-2308	Completed August 2020
Shanahan Middle School Modular Classroom Replacement	Sale	KPN	Demo existing modular classroom, replaced with 4-plex facility. Included site utilities and site development	Lewis Center, Ohio	Olentangy Local Schools: 7840 Graphics Way, Lewis Center, Ohio 43035	Jeff Gordon - Director of Business Management and Facilities. (740) 657-4025	Completed October 2018
Temporary Administrative Modular Facility	Lease	KPN	6-plex with site utilities and site development	Forrest Park, Ohio	Winton Woods City Schools: 825 Waycross Road, Cincinnati, Ohio	Steve Denny - Director of Facilities and Management, 513-619-2400	Completed July 2018
Modular Classrooms at Kiser Elementary School	Sale	KPN	(2) 2-classroom doublewide facilities, site utilities, deck system, and canopy system	Dayton, Ohio	Dayton Public Schools: 136 South Ludlow Street, Dayton, Ohio 45402	Richard Rayford - Executive Director of Operations, (937) 542-3850	Completed December 2018

**Lease Agreement**

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

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

Mobilelease 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: Beaver Creek City Schools
Address: 3040 Kemp Road
City, State, Zip: Beaver Creek, 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: Beaver Creek 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:

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

Lease Agreement

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

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.

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

Customer

By: _____
Print: _____
Title: _____
Date: _____

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.

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

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.B. 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 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.

Initials _____

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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 Beaver Creek, 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.

PRESENTED TO:

Beavercreek City Schools

TITLE:

Modular Swing Space for
Main Elementary School

SUBMITTED BY:

MOBILEASE
MODULAR SPACE, INC.

The information contained herein is proprietary to Mobilease Modular Space, Inc. and may not be shared with any third party without the express written consent of Mobilease Modular Space, Inc.

Attention: Greg Thompson – Direct of Business Services

Reference: Turnkey solution for temporary swing space

Dear Mr. Thompson,

Mobilease Modular Space, Inc. is pleased to present our competitive proposal for your review and comment.

As part of our response, the following is contained herewith:

- Scope of Work
- Pricing Page
- Building Floor Plans
- Building Specifications
- References

Thanks again for the opportunity. Please do not hesitate to contact me with any questions or clarifications

Sincerely,

Brian P. McGlone

Brian McGlone
Territory Manager
Mobilease Modular Space, Inc.
P.O. Box 264
Pataskala, Ohio 43062
P: 740-927-1767
C: 614-452-2379

SCOPE OF WORK

I. Greene County Building Department's Plan Submittal Packages to include the following:

1. Sealed Manufacturer's Drawing
2. Site Plan
3. Foundation/Anchoring Plan
4. Site Electrical Drawing
5. Fire Alarm Drawing
6. Exterior Deck System Drawing
7. Zoning Drawing – Beavercreek TWP.
8. Soil Observation Reports

Drawings are sealed by a state of Ohio Registered Professional Engineer and 3rd Party Inspected /Certified.

II. Site Clearing / Preparation / Investigation:

- It is the responsibility on BCS to guarantee unobstructed accessibility for delivery of the modular units and provide staging area. The location shall be coordinated with Mobilease's project manager in order to facilitate the setting of the modular buildings.
- Mobilease is assuming a 2,500 PSF soil compaction or above. Anything less than 2,500 PSF soil compaction may result in a foundation design change. Additional constructions costs accrued due to poor soil conditions will be the BCS's responsibility.
- BCS is responsible for cutting back and removing a portion of the existing asphalt ramp and handrail.

III. Selection Phase:

- 84'x60' 6-Classroom Modular Facility

IV. Layout, Freight, Installation, and Return of Modular Classroom Facility:

- Professionally layout out the four corners of the modular facility. This includes setting 5' offsets with PK nails. Also, a private utility marking company will be scheduled to locate/mark out private underground lines.
- Supply and install below grade concrete footers. Footers will be 36" in depth with sizes ranging from 24" to 48" in diameter. Spoils will be removed from the site.
- Freight in (4 to 6) 14'x64' o/a x 14'6" to 2942 Dayton-Xenia Road, Xenia, Ohio, 45434.
- Install 8"x8"x16" double dry stack CMU piers on below grade concrete footers. The door thresholds will be set at 36".
- Trans lift units into place, level, anchor, and seal. Anchoring system will be wet set or redhead type anchor with steel straps. All mate lines will be insulated before sealing. Corridors will be fire rated. All ship loose items will be installed.
- Supply and install perimeter skirting around the facility. Includes vents and access hatch. Skirting will be hi-ribbed steel.
- Supply and install 5" gutter with 2"x3" downspouts with kickers.
- Provide construction cleaning (scrap and broom sweep) to interior of building and remove and dispose of all Mobilease construction debris from site.
- Demo and discard perimeter skirting.
- Dismantle, winterize, and stage modular units for removal.
- Demo, backfill, seed/straw concrete sidewalks.
- Seed and straw building pad area.
- Freight units back to an MMS storage facility.
- Grind off anchor heads and patch in asphalt areas.

V. Site Related Work:

Plumbing:

- N/A

Electrical:

- Install (3) new 200 Amp electrical feeders from the schools existing electrical equipment for connection to new modular building complex (6 floors).
- Electrical feeders to be sized per manufactures specifications to be provided.
- Electrical service is existing and assumed to have enough capacity.

- No new metering is included in this design.
- Digging, site restoration is included.
- Supply and install PVC conduit and wiring to modular panels.
- Make required electrical interconnections per manufactures requirements.
- Install provided emergency batteries as required by manufacture.
- Install provided exterior fixtures as required by manufactures.
- Supply and install 2 – 2” PVC conduits to connect modular to main building for low voltage systems.

Fire Alarm:

- Supply and install new fire alarm panel with communicator
- Pull station at each exit.
- Smoke detectors in the classrooms and corridor.
- Horn strobes in the classrooms and corridor.
- Interconnect fire alarm system within the existing school’s system. Punch down included.
- Greene County permit fees and inspections included.
- Monthly monitoring by BCS.
- Disconnection and rerouting are included

Low Voltage Systems:

- Supply and install (6) Cat6 lines back to the main server patch panel.
- Supply and install patch cable to connect to the main switch ports.
- Supply and install (1) data jack per classroom.
- Label and test out.
- Disconnection and removal are included. BCS to remove fixtures.

PA System:

- Supply and install (1) PA speaker and call button per classroom
- Supply and install wiring as required to connect to the main building system.
- BCS is responsible for the programming of the PA line to the main system.
- MMS is assuming that the current PA system can accept additional lines

- Disconnection and removal are included. BCS is responsible for reprogramming the system if applicable.

Security System:

- Supply and install a stand-alone basic system.
- Add (4) Cat6 lines into the modular facility for security cameras. (2) lines will be in the hallway and (1) line at each end of the hallway on the outside. Cameras by BCS.
- Supply and install wiring for interconnection to existing school security system.
- Supply and install motion sensors in each classroom and main hallway.
- Final connection/punch down by BCS.
- Monitoring by BCS.
- Disconnection and removal are included. BCS is responsible for reprogramming the system if applicable.

Card Access System:

- Supply and install a stand-alone basic system.
- Supply and install wiring for interconnection to existing school security system.
- Supply and install door exit motion sensors, card reader, and door strike or magnet at exterior doors.
- BCS' contractor to make final connection and test.

Aluminum Deck Systems:

- Supply and install (2) 8'x10'8" platforms, (1) 36' ADA ramps, and (1) steps to grade.
- Installation includes concrete anchoring the posts into the sidewalk.
- Greene County permit fees and inspections are included.
- Dismantle and removal are included

VI. Technical Clarifications:

MMS is responsible for submitting for permits and paying fees from Greene County Building Department.

MMS is responsible for submitting for zoning to Beavercreek township. Fees are included.

Mobilease proposal is base of standard/common enforced OBC/IBC codes. Any specialty and/or local requirements, by Greene County Building Department, that results in additional costs, will be the responsibility of BCS.

This proposal does not include a storm water management plan due to the project land size being under 1 acre.

This proposal is based on non-prevailing wage rates.

Any change in the proposed scope of work will be consider a change order to BCS at a cost plus 15% markup.

Proposal excludes provision for site development, concrete flatwork, parking lots improvements, furniture, casework and all other site, building, and demo not listed in the above scope of work.

The below grade concrete footers will be left abandon in place after the lease term is over. MMS will set the below grade footers 4" to 6" below the existing grade, topsoil added over top, and seed/straw. See pricing page for pier price extraction.

This proposal is based off this project being tax exempt and BCS supplying a tax-exempt certificate.

The proposed project is structure utilizing the Keystone Purchasing Network (KPN).

Proposal is valid for 30 days.

PRICING SUMMARY

84'x60' 6-Classroom Modular Facility and Aluminum Deck Systems:

60-month operating lease on the facility \$6,564.00/per mo.

60-month rental rate on aluminum deck systems: \$250.00/per mo.

Construction Costs

Design/General Conditions/Freight/Installation: \$89,332.00

Concrete Flatwork and Foundation Systems: \$50,685.00

Site Electrical/Fire Alarm/Low Volt/ PA: \$143,001.00

Disconnect, Dismantle and Return units: \$112,205.00

Options:

Add Canopy over Deck and Ramp Only: \$18,750.00

6" dia. Yellow Painted Concrete Filled Steel Bollards: \$625.00/each

Extract below grade footers, backfill, and compact: \$525.00/per pier

4' Black Coated Chain Link Fence with Gates: Cost Plus 15%



RE: Main Elementary School
Units: 6 Floors

January 12, 2022

We propose to furnish the necessary labor; materials and equipment to perform the electrical installation for the above-mentioned project, qualified as follows:

Electrical

Install 3 new 200 Amp electrical feeders from the schools existing electrical equipment for connection to new modular building complex (6 floors).

Electrical feeders to be sized per manufactures specifications to be provided.

Electrical service is existing and assumed to have enough capacity.

No new metering is included in this design.

Digging, site restoration is included.

Supply and install PVC conduit and wiring to modular panels.

Make required electrical interconnections per manufactures requirements.

Install provided emergency batteries as required by manufacture.

Install provided exterior fixtures as required by manufactures.

Supply and install 2 – 2" PVC conduits to connect modular to main building for low voltage systems.

Stand Alone Fire Alarm System

Supply and install 1 new fire alarm panel with communicator 1 Pull station at each exit (2), smoke detectors in classrooms and common areas (8), horn strobes in classrooms (6) common areas (4). Interconnect fire alarm system with building system. Fire alarm monitoring by others.

Low Voltage Systems

Supply and install 1 – 6 strand fiber optic cable back to main server room.

Supply and install fiber terminations at both ends.

Fiber conversion equipment by others.

Supply and install 10 Cat6 lines back to a new patch panel in the modular.

Supply and install patch cable to connect to the main fiber switch ports.

Supply and install 1 data jack per classroom.

Label and test.



PA System

Supply and install one PA speaker and call button per classroom.
Supply and install wiring as required to connect to main building system.
Connection to main PA system by others.
Assumes the existing system has capacity.

Security

Supply and install a stand-alone basic system.
Supply and install wiring for interconnection to existing school security system.
Supply and install motion sensors in each classroom and main hallway.
Schools' security contractor to make final connection and test.

Card Access

Supply and install a stand-alone basic system.
Supply and install wiring for interconnection to existing school security system.
Supply and install door exit motion sensors, card reader, and door strike or magnet at exterior doors.
Schools' contractor to make final connection and test.

Qualifications

- Electrical and fire alarm permits, and inspections are included.
- Plan review is included.
- Material sales tax is excluded.
- Working drawings are included.
- Proposal is based on utilizing non-prevailing wage rate and work performed during normal working hours
- Wiring methods per National Electrical Code
- Due to the volatile markets this price is only good for 30 days from the above date.

Thank you for the opportunity to bid this project. Hoping this proposal meets with your approval and that we may have the pleasure of completing this work for you.

Sincerely,

Todd Feldhaus

Todd Feldhaus
Estimator/ Project Manager
TMI ELECTRIC CO., INC.
1-513-918-1232



MOBILELEASE
Modular Space, Inc.

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O: 856.686.9600
F: 856.686.9240
sales@mobilelease.com
www.mobilelease.com

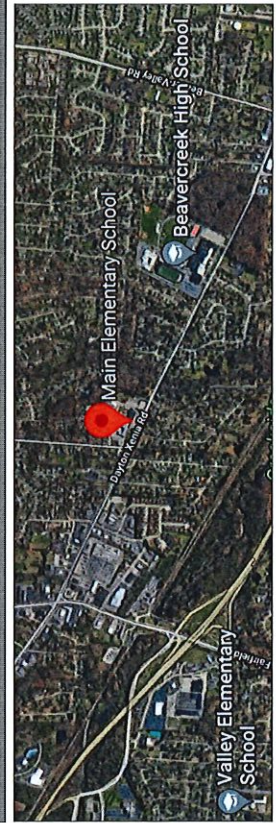
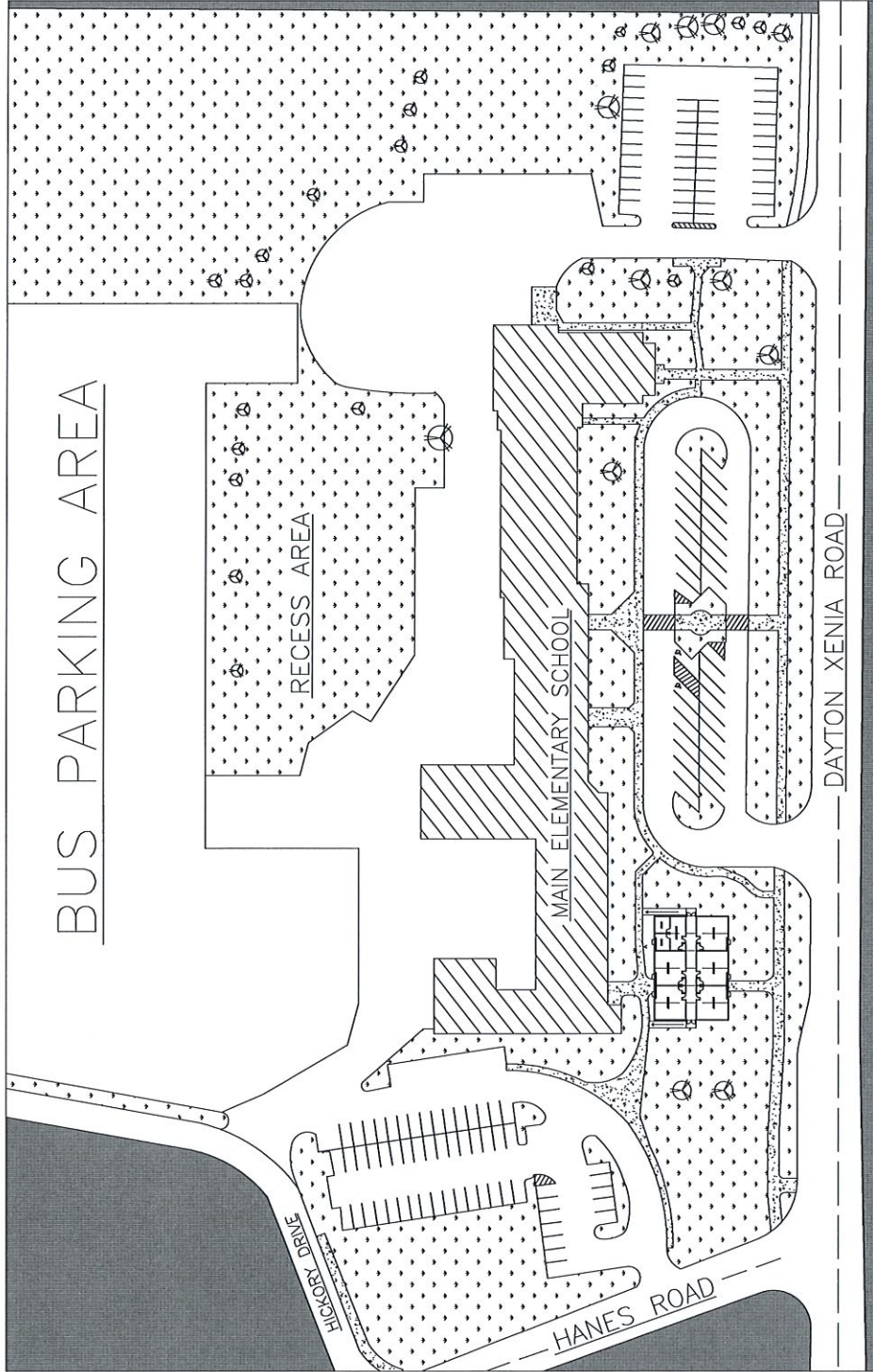
Drawing Notes

Drawing Keys

1 Proposed Site Plan 7/09

Project Name and Address
Beaver Creek City School District
Main Elementary School
2942 Dayton Xenia Road
Dayton, Ohio 45424
6-Prax Modular Building
Drawn By
L. O'Brien

Project
Main ES Complete
Date
7/09/2021
Scale
3/125" = 1'-0"
Sheet
S1
1 of 1



MOBILE
Modular Space, Inc.

201 Route 130
Pedricktown, NJ 08067
O: 856.686.9600
F: 856.686.9240
sales@mobilespace.com
www.mobilespace.com

Drawing Notes

Drawing Keys

1. Proposed Floor Plan 7/02

No. Revision/Status Date

Project Name and Address

Beverly Creek
6-Plex Modular Building
14,560' Modules

Drawn By

L. O'Brien

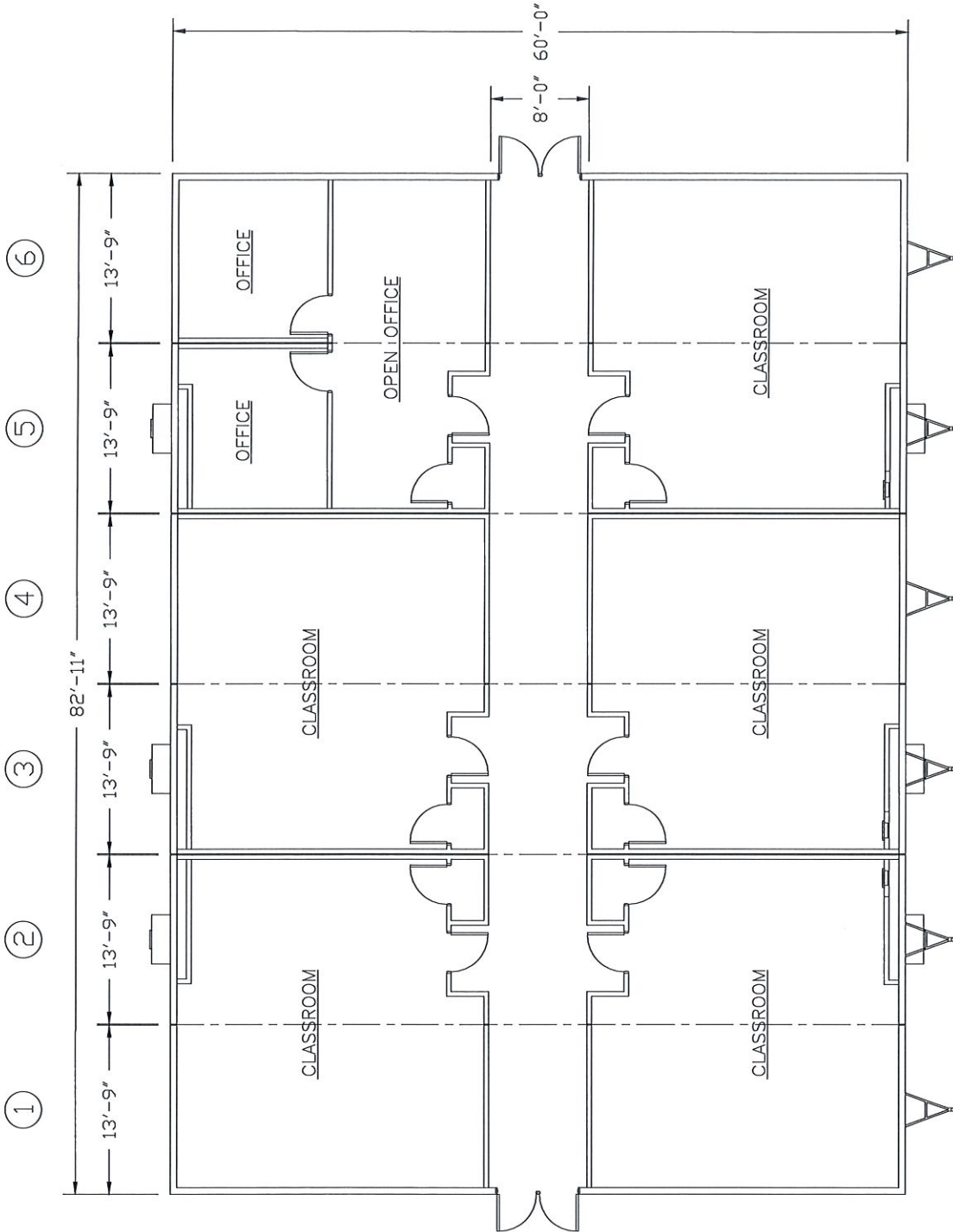
Project
Beverly Creek Complex

Sheet
A1

Date
7/02/2021

Scale
1/4" = 1'-0"

1 of 1



FRAME

Perimeter Type w/center C-channel

I-Beam Size As Required

Axle Quantity As Required

New Tires

Detachable Hitches

Underslung Axles

FLOOR

Nylon Impregnated Bottom Board

2x8 Joists, 16" OC

3/4" T & G Plywood Decking

Floor patch for mate lines is not provided.

Decking Held Back Over 5" w/ 2x blocking

Floor patch for mate lines is not provided

1/8" Vinyl Composite Block Tile (per print)

cool white

WALLS & PARTITIONS

Wall Height: 8'-6"

2x4 Wood Studs, 16" OC

Double Top Plate

2x6 Wood Studs- Endwalls extended to roof decking

2x6 Wood Studs Exterior Walls

41.00 LF Interior Partition Walls (per print)

5/8" Type X Vinyl Covered Gypsum Wallboard

hampton grey

Standard Interior Trim Package

4" Vinyl Base Cove

light grey

INTERIOR DOORS

- 2.00 36"x 80" Sol. Core Imp.Oak St. Fr. 20 Min.
- 2.00 Tell lever,Grade 2, to accept Best IC core
Install construction cores
- 2.00 Special Item
5 X20 VIEW BLOCKS CLASSROOM DOORS
Note:Additional charge will apply for custom color
- 1.00 Purchasing and Production Note:
Int Door View Blocks - The bottom of all int door view blocks must be
mounted at 42" AFF
- 1.00 Production & Purchasing Note:
** No Push Button Lever Allowed In Gang Restroom In fire Rated Area,
Must Be Classroom Function **

ROOF

- Ground Snow Load: 40 psf
- Truss Spacing: 24" O.C.
- Transverse-no bottom cord-24" o.c.
- Sheathing: 1/2" Plywood or 7/16 OSB SSI choice
- 45 Mil White EPDM w/FR
- Ceiling: 2x2 Acoustical T-Grid (MC required)
- Ceiling Height: 8'-0" AFF
- 1.00 Mateline Ridgebeam
- Micro-Lam beam 1 3/4"x24" Single Layer
- 1 1/2" Roof Overhang (projection): Sides
- 12" Roof Overhang, Ends
- 1 Hr Rated Ceiling in Corridor (Drop Assembly)
PLEASE NOTE: A 1 HOUR RATED DROPPED ASSEMBLY WILL
CREATE A CEILING HEIGHT A MIN. OF 6" LOWER THAN NON
RATED AREAS
- NO sidewall hurricane straps are quoted
- Attic Ventilation as Required

PLUMBING

No Plumbing Included

ELECTRICAL

- 2.00 125 Amp Panel

ELECTRICAL

- 25.00 2X4 LED T-GRID FLAT PANEL
4000K LS40
- 3.00 Black Porch Light, factory std-w/ LED & Photo Cell
- 5.00 Combo Lighted Exit Sign/Emergency Light w/Battery
- 3.00 Exterior Remote Heads (Dual Head Type)
- 12.00 Empty 2x4 J-Box w 3/4" Conduit Stub
- 1.00 Alarm Junction Boxes 2x4 w 1/2" conduit
- All alarm devices & wiring are by others on site
- 1.00 Please Note:
It will be the customer responsibility to locate all j-boxes and receptacles. The receptacles and j-boxes shown on sign off drawings will be factory best guess. Please move or add in locations you desire when approving shop drawings.

Commerical Grade 20amp 110v Recepts approx 12' oc
- 2.00 Exterior GFI Receptacle (in-use type) 20 amp
- 1.00 Heat Tape Receptacle (GFI) 20 amp
- 5.00 Occupancy Sensors Intermatic IOS-DOV
*** ALL SENSOR WILL BE SET IN THE OFF POSITION, IT WILL BE THE END USER RESPONSIBILITY TO SET THE SENSOR TO THEIR PREFERENCE.***
- 12-2 Romex Wiring
- MC cable above T-grid suspended ceiling

HVAC

- 2.00 3 Ton Wall Mount Unit w/15kw Heat
- Programmable Thermostats
- 85.00 LF Fiberglass Supply Duct w/Grilles
- 60.00 LF Fiberglass Return Duct w/Grilles
- 28.00 LF Plenum Wall
- 8.00 2x2 Supply Grilles for Suspended T-Grid Ceiling
** adjustable dampers **
- 6.00 2x2 Return Grilles for Suspended T-Grid Ceiling
- 1.00 **IMPORTANT** HVAC Voltage
SSI Will Need To Know What The Site Power Will Be, 240v Or 208v. All HVAC's Come From The Factory 240 volt. If The Voltage Is Not Set Correctly, The HVAC's Will Not Operate Correctly Which Will Result In A Service Call & Charge. This Is The Dealer Responsibility To Let SSI Know What Power To Set The HVAC Before It Leaves The Factory.

CABINETS & FURNISHINGS

No Cabinetry Quoted

EXTERIOR

Hi-rib 29ga Steel Siding w/Steel Trim

body- ivory
trim cocoa brown

Sheathing As Required

100% House Wrap

Hi-rib 29ga Steel Mansard (20" to 24" avg. height)

body- ivory
trim- cocoa brown

1.00 Sheathing: As Required

Skirting: Hi-rib 29ga Stl. w/2x2 PT,Vents (36"avg)

1.00 Special Item
nailer for skirting under bottom trim. hold up

WINDOWS

6.00 46x60 V/S Low E White Vinyl
** VINYL WINDOWS, trim all the way around ***

6.00 Vinyl Mini-Blinds

EXTERIOR DOORS

1.00 "All exterior doors need weather protection"
All exterior doors need weather protection. You need a porch or awning
to prevent water damage to your floors or walls.

3.00 36"x80" ST/ST w/ 6"x30" V/B match ivory

3.00 Dorma Grade 1 Closer 8616
Specify aluminum or Bronze

3.00 Panic Hardware w/ Lever handle
W/ Removable IC Cores.
** IC CORE COMPATIBLE **

1.00 Purchasing and Production Note:
Ext Door Veiw Blocks - The bottom of a 10x10 view block must be
mounted 67" AFF. Any other size view block must be mounted 42" AFF.

INSULATION

Floor R-38

Exterior Wall - R-21

Roof- R-60

Project Name	Sale or Lease	Consortia	Building Description	Location	Name/Address of Owner	School Contact	Completion Date
Modular Classroom additions at Wilson Vance and Bigelow Hill Intermediate Schools	Sale	KPN	(2) 7-plexes with site-built connectors, site utilities and site development	Findlay, Ohio	Findlay City Schools: 1100 Broad Avenue, Findlay, Ohio 45840	Dennis Doolittle - Director of Operations. (419) 425-8210 - EXT. 4	Started 05/03/2021 and Completed 08/13/2021
Modular Classroom Facility at Ridgewood Elementary School	Sale	KPN	(1) 56'x68' four classroom facility, site utilities, decks, ramps, and canopy	Hilliard, Ohio	Hilliard City Schools: 2140 Atlas Street, Columbus, Ohio 43228	Cliff Hetzel - Chief Operations Officer (614) 921-7011	Started 06/15/2021 and completed 08/10/2021
Modular Office Space for Riverview and Indian Trail Elementary Schools	Lease	KPN	(2) Doublewide units and site utilities.	Stow, Ohio and Munroe Falls, Ohio	Stow-Munroe Falls City Schools: 4350 Allen Road, Stow, Ohio 44224	Scott Campbell - Director of Operations. (330) 689-5413	Completion date 03/01/2021
Treblein Elementary Modular Classrooms	Lease	KPN	7-plex with site utilities and development	Xenia, Ohio	Beavercreek City Schools: 3040 Kemp Road, Beavercreek, Ohio 45431	Greg Thompson - Director of Business Services (937) 458-2308	Completed August 2020
Shanahan Middle School Modular Classroom Replacement	Sale	KPN	Demo existing modular classroom, replaced with 4-plex facility. Included site utilities and site development	Lewis Center, Ohio	Olentangy Local Schools: 7840 Graphics Way, Lewis Center, Ohio 43035	Jeff Gordon - Director of Business Management and Facilities. (740) 657-4025	Completed October 2018
Temporary Administrative Modular Facility	Lease	KPN	6-plex with site utilities and site development	Forrest Park, Ohio	Winton Woods City Schools: 825 Waycross Road, Cincinnati, Ohio	Steve Denny - Director of Facilities and Management. 513-619-2400	Completed July 2018
Modular Classrooms at Kiser Elementary School	Sale	KPN	(2) 2-classroom doublewide facilities, site utilities, deck system, and canopy system	Dayton, Ohio	Dayton Public Schools: 136 South Ludlow Street, Dayton, Ohio 45402	Richard Rayford - Executive Director of Operations. (937) 542-3850	Completed December 2018



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 _____



**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.**

District Superintendent Signature

Date

District Treasurer Signature

Date

Board Resolution _____

Greene ESC Superintendent Signature

Date

Greene ESC Treasurer Signature

Date

Board Resolution _____

This contractual agreement shall continue in effect until terminated by either of these parties. Pursuant to O.R.C. 3313.843, written notification of termination of this contract by official action of the District must be transmitted to the GCESC Board prior to **January 1, 2023**.

No action is required if the District is not terminating contract. Adjustments in the level of services, personnel used in carrying out services, and the amount to be deducted pursuant to O.R.C. 3313.845 should be mutually agreed upon prior to **April 1, 2023**.

GCESC Superintendent has the right to assign personnel to specific service and to perform the contract services. Other/additional personnel may be included in this contract by mutual agreement by both parties.

Whether deducted from the SF-3 settlement or direct billed by GCESC, all costs shall include salary, workers' compensation, Medicare, retirement, liability insurance, health benefits, substitutes, sick leave, travel, materials, professional meetings, and supplies attributable to the Board plus support personnel and administrative costs. Invoices will be issued on a *ten-month* basis beginning in August of each school year with the final bill to be issued in May. Bills will be issued on an estimated basis. It is agreed that the District shall pay the GCESC Board no later than the *10th of the month*. The agreed upon estimate can be altered by request of District. It is further agreed that the contract costs and adjustments (plus or minus) based on unanticipated increases/reductions in State and/or Federal funds be made with the year-end reconciliation.

If an unemployment compensation claim were to be made by an employee who is covered under this contract, the District herein receiving those services shall be so liable for their proportionate share of the employee's claim.

All applicable federal and state laws, regulations, and/or rules shall govern the implantation of the services provided pursuant to this Agreement. Any subsequent agreement between the parties is separate and distinct and not a renewal thereof.

Funding

- A. The GCESC will receive and use State-provided ADM amount from money received through school foundation settlements for providing GCESC services and support--*Fifty percent for services and fifty percent for GCESC support.*
- B. The GCESC will receive and use \$12 x ADM from money received through deduction of the SF-3 report for providing services in this contract.
- C. Any additional services agreed upon or additional costs incurred above the amounts allocated in **A & B** will be charged in a final settlement with the District.
- D. An itemized cost analysis document will be available midway through the year from the Treasurer's office to estimate the current FY costs.

School-Stream Medicaid Clause

In regard to School-Stream Medicaid earned and paid to the school district, the Greene Co ESC:

- Agrees to comply with the requirements of 45 CFR 164.504(e)(1), for safeguarding and limiting access to the information concerning beneficiaries; and,
- Acknowledges it will allow representatives of the US Department of Human Services, ODM, ODE or their respective designee to access the Greene Co ESC books, documents, and records, and,
- Confirms that Greene Co ESC Staff providing Services for which the Medicaid dollars received are based, are not suspended or debarred.

Greene County ESC Services for 2022-23 School Year

GCESC Services were agreed upon in an administrative meeting on February 24, 2021.

In attendance at that meeting were Bobbie Fiori, Penny Rucker, Paul Otten, Jamie Profitt, Chip Arledge, and Terry Graves-Strieter.

SERVICES:

1. Participation in the Greene County Learning Center Program
District will be billed total cost of the program on per child/per enrolled day basis on whether attendance is at traditional Learning Center or Transitional Unit. (pooled cost)
2. Project LIFE Program
District will be billed total cost of the program on per student enrollment in program. (pooled costs) Program is located at WSU campus.
3. Mental Health Services
District will be billed for its percentage of use of the mental health program—pooled cost for program. (Medicaid reimbursement – through district’s own school-stream Medicaid and through GCESC’s community-stream Medicaid will be used to offset cost for the individual district service. Monies received from MHRB will go to offset costs of total program.) Beaver Creek has made requests around this service. District/GCESC will work together to determine parameters of program and will make determination of this by May 1st, 2019.
Personnel Assigned: Two Full-Time School-Based Mental Health Therapists -school-age. This service amount may be added to if District determines they want more service. This will be determined by the District Superintendent/Designee’ and the GCESC Mental Health Director prior to the increased days being added.

Preschool Mental Health Therapist—Two days/week per school year for direct therapy services during school calendar year.* See below, too, under ECMH.
4. Therapy Services (Related Services)
*District will receive GCESC Related Therapy Services and Supervision at the level approved on **Therapy Services FORM** prepared & completed by June 1st of each year. District will be billed total cost of program on basis of service days provided. (pooled cost)*
Personnel Assigned: GCESC-assigned therapists (OT, SP, PT, and/or APE services to be determined by District with GCESC Director of Related Services.
5. Intensive Needs Classroom Services (INC)
District will participate in GCESC INC program. Program located in Bellbrook at 60 E. South St. District will be billed total cost of the program based upon District pupil placement and daily enrollment. (pooled cost)
6. Pupil Personnel Services
District may request Professional Development or other service in Special Education, Curriculum/Instruction, Mental Health. District will be billed \$800 per day for requested PD or for specialized services with associated costs, may vary.
Personnel Assigned: GCESC-assigned staff
Billing/payment for these services will be determined through District/GCESC Supt & Treasurer offices and may be separate from this contract.
7. Alternative School Education (Outdoor Advantage & Academy)
District will be billed total cost of the program on per child/per enrolled day basis. (pooled cost)

8. Frontline (AESOP) Sub-Calling Service
District will participate in AESOP (sub-calling program) run by Frontline Technologies. District will participate in the GCESC AESOP (sub-calling program). *District will be charged the amount billed by Frontline to the district (Billed outside of this contract).*
9. VI, HI, and O&M specialists, Audiology services/Vision & Hearing Services
District will pay for vision and hearing services used through GCESC. *District will be billed total cost of program on basis of the District's percentage of participation.*
10. Truancy Intervention Program
District will be billed for its percentage of use of program – pooled cost. (No admin fee for this service – in kind from GCESC.)
11. Early Childhood Mental Health Consultation: *District will be billed for 35 days of ECMH support, consultation, professional development services.*

**Preschool Mental Health Therapist: District requests 2 days per week for direct therapy service at early childhood level. This staff member will need to have necessary credentials. This service is dependent on finding/training a therapist who is credentialed. Billing based on pooled cost of total program. (See above under Mental Health Services.)*

Additional Service(s)—may be requested in writing by District Superintendent/Designee. Costs for service will be determined by GCESC Superintendent and agreed to by District Superintendent. These services may be added to this contract as an addendum or may be billed separately dependent upon agreement between both parties.

5.25 % admin/indirect costs fee for all services unless otherwise noted.

END OF AGREEMENT

March 8, 2022



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
<u>Regular Full-time:</u> Contracted five (5) hrs. or More per Day	\$1,500.00
<u>Regular Part-time:</u> 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 Date
Board President

Penny Rucker Date
Treasurer

Paul Otten Date
Superintendent



Master Contract Extension Agreement
Between the Beaver Creek Education Association
And the
Beaver Creek 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 Date
Board President

Penny Rucker Date
Treasurer

Paul Otten
Superintendent

Beavercreek City School District
FY23 Administrator Salary Schedule
BOE Approved:

*Salary Schedule Effective 8/1/2022-7/31/2023

Base Salary:	\$90,732
Effective:	August 1, 2022
	1,025

Scale	Position	1	2	3	4	5	6	7	8	9	10	11
I	Ast. Transportation Supvr.	54,920	57,025	59,130	61,235	63,340	65,445	67,550	69,655	71,760	73,865	75,970
II	Lunchroom Supvr.	72,640	74,745	76,850	78,955	81,060	83,165	85,270	87,375	89,480	91,585	93,690
III	Ast. Bldgs. & Grounds Supvr.	72,640	74,745	76,850	78,955	81,060	83,165	85,270	87,375	89,480	91,585	93,690
IV	Transportation Supvr.	75,362	77,467	79,572	81,677	83,782	85,887	87,992	90,097	92,202	94,307	96,412
V	Ast. Treasurer (7/30/13)	76,102	80,207	82,312	84,417	86,522	88,627	90,732	92,837	94,942	97,047	99,152
VI	Ast. Elem. Principal	81,015	83,120	85,225	87,330	89,435	91,539	93,644	95,749	97,854	99,959	102,064
VI a	Psychologist	82,394	84,598	86,803	89,008	91,213	93,418	95,622	97,827	100,032	102,237	104,442
VII	Ast. MS Principal	87,892	90,097	92,302	94,506	96,711	98,916	101,121	103,326	105,530	107,735	109,940
VII a	Ast. MS Principal (250 Days) (6/21/12)	94,933	97,310	99,687	102,064	104,442	106,819	109,196	111,573	113,950	116,327	118,704
VIII	Bldgs. & Grounds Supvr.	88,473	90,678	92,882	95,087	97,292	99,497	101,701	103,906	106,111	108,316	110,521
VIII a	Ast. Treasurer	88,473	90,678	92,882	95,087	97,292	99,497	101,701	103,906	106,111	108,316	110,521
IX	Ast. HS Principal	89,262	91,367	93,472	95,577	97,682	99,787	101,892	103,997	106,102	108,207	110,312
IX a	Freshman Principal	92,574	94,679	96,784	98,889	100,994	103,099	105,204	107,309	109,414	111,519	113,624
X	Supervisors	88,173	90,278	92,383	94,488	96,593	98,698	100,803	102,908	105,013	107,118	109,223
XI	Preschool Principal	89,271	91,376	93,481	95,586	97,691	99,796	101,901	104,006	106,111	108,216	110,321
XII	Elem. Principal	90,369	92,474	94,579	96,684	98,789	100,894	102,999	105,104	107,209	109,314	111,419
XII a	Elem. Principal (250 Days) (6/21/12)	97,410	99,669	101,928	104,187	106,446	108,705	110,964	113,223	115,482	117,741	120,000
XIII	MS Principal	92,574	94,679	96,784	98,889	100,994	103,099	105,204	107,309	109,414	111,519	113,624
XIII b	MS Principal (250 Days) (6/21/12)	100,812	103,062	105,312	107,562	109,812	112,062	114,312	116,562	118,812	121,062	123,312
XIII a	Director of Athletics	91,485	93,581	95,677	97,773	99,869	101,965	104,061	106,157	108,253	110,349	112,445
XIV	HS Principal	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,373	132,469
XV	Director of Business Services	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,373	132,469
XV a	Director of Technology	111,510	113,606	115,701	117,797	119,893	121,989	124,085	126,181	128,277	130,373	132,469
XVI	Director of Curric. Serv. / Director of Pupil Serv.	113,914	116,010	118,106	120,202	122,298	124,394	126,489	128,585	130,681	132,777	134,873
XVII	Director of Human Resources	113,914	116,010	118,106	120,202	122,298	124,394	126,489	128,585	130,681	132,777	134,873
XVIII	Assistant Superintendent	117,570	120,283	123,089	125,895	128,701	131,507	134,313	137,119	140,000	142,881	145,762

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, 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	680
Step 2	1,361
Step 3	2,722
Step 4	4,083
Step 5	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.

Effective	Fringe Benefit Included
Date	In Compensation
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 offset 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.

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

11-Mar-22
11:11 AM

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

FLSA Exempt Status Employees:	1	2	3	4	5	6	7	8	9	10	11	12	
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.

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											
	1	2	3	4	5	6	7	8	9	10	11	12
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												
19th Year												
24th Year												

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.

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Beavercreek City Schools
3040 Kemp Road
Beavercreek, Ohio 45431

March 17, 2022

TO: BEAVERCREEK BOARD OF EDUCATION

FROM: Mr. Paul Otten, Superintendent

RE: Classified Personnel

The following individuals are recommended for rescindment:

RESCINDMENT

Registered Nurse

Roberts, Tracy
Registered Nurse (Split)
Ferguson Hall
(Replacement)

Effective February 4, 2022
Leave-Fill Contract
Step 4/L-0/BCSD 1 Years Exp.
\$26.12/hr.

Beavercreek City Schools
3040 Kemp Road
Beavercreek, Ohio 45431

March 17, 2022

TO: BEAVERCREEK BOARD OF EDUCATION

FROM: Mr. Paul Otten, Superintendent

RE: Classified Personnel

The following individuals are recommended for employment:

EMPLOYMENT

Registered Nurse

Roberts, Tracy
Registered Nurse (Split)
Ferguson Hall
(Replacement)

Effective February 4, 2022
Leave-Fill Contract
Step 4/L-0/BCSD 1 Years Exp.
\$26.12/hr.