

**BEAVERCREEK CITY SCHOOLS**  
**Board of Education Meeting**  
**October 20, 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. PRESENTATION**
  - A. School Spotlight - Coy Middle School
  - B. Retirement Recognition - Mr. Deron Schwieterman
  - C. Local Report Card - Dr. Bobbie Fiori
- VI. QUESTIONS AND/OR COMMENTS FROM THE PUBLIC**
- VII. APPROVAL OF THE MEETINGS HELD**
  - A. Minutes for August Board of Education Meeting  
September 15, 2022 Regular Board of Education Meeting
- VIII. ITEMS FOR BOARD DISCUSSION**
  - A. Proposed Work Session/November Board Meeting
- IX. FINANCIAL REPORTS REQUEST-ITEMS FOR BOARD ACTION**
  - A. September 2022 Financial Reports p. 1
  - B. Amended Certificate of Estimated Resources & Appropriations p 19.1
  - C. September 2022 Advances p. 20
  - D. September 2022 Donated Items p. 21
  - E. Authorized Treasurer to Open and Close Bank Accounts in Accordance  
With the Provisions of the Ohio Revised Code for the Normal Operations  
of Business for the Fiscal Year

**X. NEW BUSINESS-ITEMS FOR BOARD ACTION**

- |  |        |
|--|--------|
| A. Employment, Salary Changes, Leaves of Absence, and Terminations             | p. 23  |
| B. Approval of the Following Contracts:  |        |
| • Montgomery County ESC 2022-2023 Contracts                                    | p. 45  |
| • Abre   | p. 50  |
| • Rich & Gillis Proposal for 2023 Legal Services                               | p. 54  |
| • eSpark 2022-2023 School Year Quote   | p. 57  |
| • Affordable Language Services-Service Agreement                               | p. 59  |
| • Master Services Agreement-Online School Management Systems Inc.              | p. 72  |
| • Maxim Healthcare Staffing Educational Institution Agreement                  | p. 88  |
| • K-12 Business Consulting FY23 Five Year Forecast                             | p. 99  |
| • NWEA   | p. 103 |
| • Dayton Children's Hospital Service Agreement Student Resiliency Coordinators | p. 107 |
| • Wise Medical Staffing Proposal and Contract                                  | p. 111 |

**XI. ANNOUNCEMENTS**

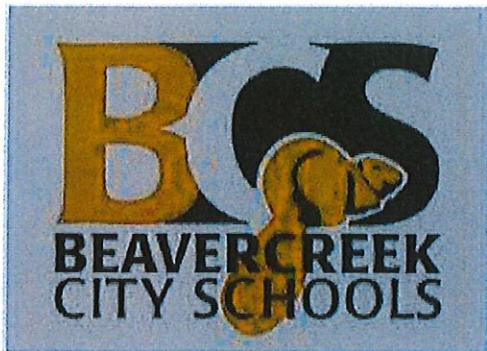
- A. November 17, 2022 - Board of Education Meeting @ 6:30 p.m.
- B. November 21, 2022 - No School - Professional Development Day
- C. November 22, 2022 - No School - Parent Teacher Conferences
- D. November 24 & 25, 2022 - No School and All Offices Closed

**XII. BOARD MEMBER COMMENTS**

**XIII. EXECUTIVE SESSION**

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

**XIV. ADJOURNMENT**



Beavercreek City School District

Financial Report

Month ending 09/30/2022

Joy Kitzmiller

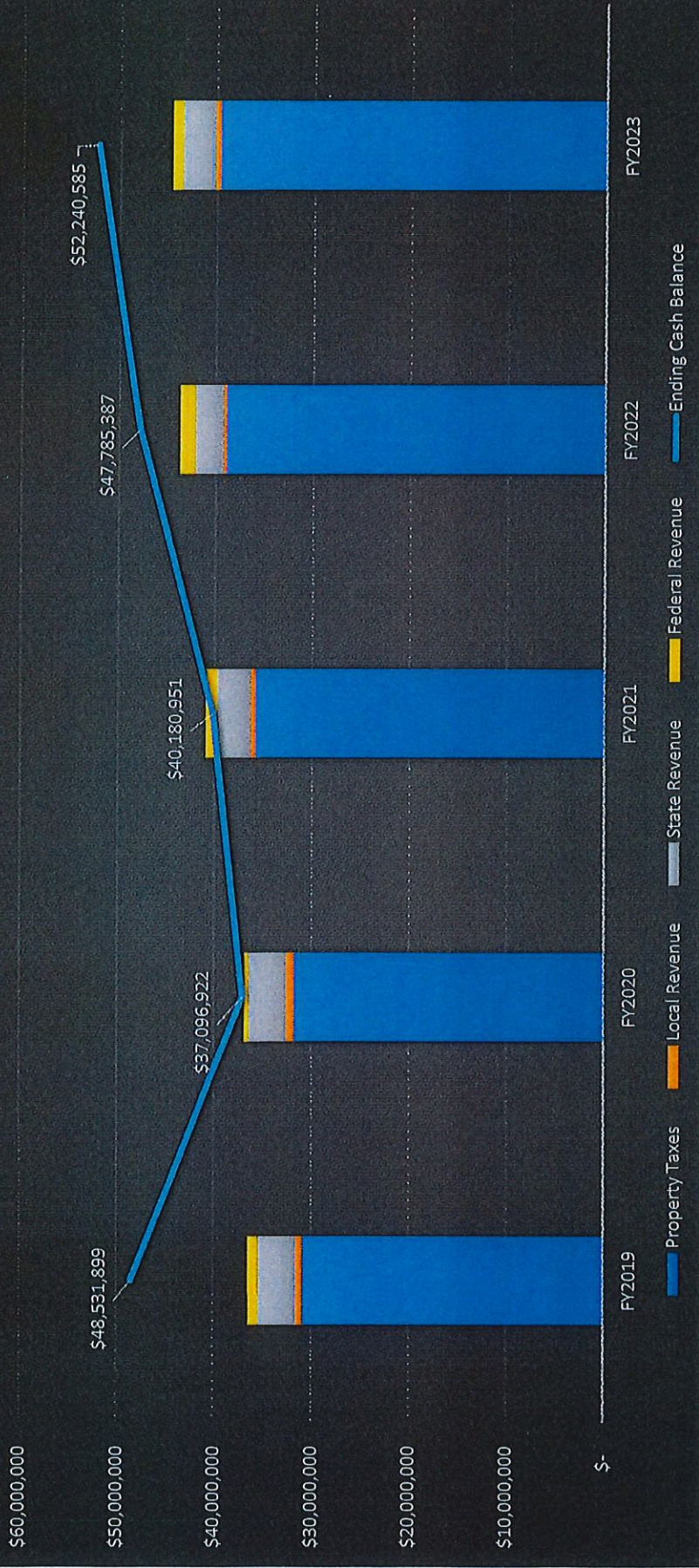
Treasurer

Beavercreek City Schools  
General Fund  
July 1, 2022 - June 30, 2023

			Percentage of FYTD
	Budget FY23	Actual 9/30/2022	25.00%
<b>BEGINNING CASH BALANCE JULY 1</b>	\$ 31,138,081	\$ 31,138,081	
<b>REVENUE</b>			
Local Property Taxes	\$ 75,433,783	\$ 35,185,762	46.64%
Personal Property Taxes	\$ 2,527,509	\$ 1,258,421	49.79%
Rollback/Homestead Taxes	\$ 6,627,092	\$ 3,240,582	48.90%
Tuition	\$ 510,000	\$ 35,589	6.98%
Field Trip Fees	\$ 188,500	\$ 8,557	4.54%
Investments	\$ 70,000	\$ 263,604	376.58%
Athletic Fees	\$ 100,000	\$ 140,806	140.81%
Rental Income	\$ 45,000	\$ 12,857	28.57%
Auxillary Fee	\$ 80,000	\$ -	0.00%
Other Local Revenue	\$ 20,000	\$ 19,263	96.32%
In Lieu of Taxes	\$ 400,000	\$ -	0.00%
State Foundation	\$ 11,897,190	\$ 3,026,465	25.44%
Casino Tax	\$ 399,000	\$ 265,842	66.63%
DPIA	\$ 17,016	\$ 4,254	25.00%
Career Tech	\$ 28	\$ 7	25.29%
Gifted	\$ 268,000	\$ 66,944	24.98%
English Learners	\$ 39,000	\$ 9,923	25.44%
Student Wellness and Success	\$ 301,683	\$ 75,421	25.00%
Medicaid Reimbursement	\$ 750,000	\$ 1,916	0.26%
Federal Unrestricted	\$ 1,900,000	\$ 1,048,860	55.20%
JROTC	\$ 60,000	\$ 4,301	7.17%
Advances In	\$ 500,000	\$ 2,132,901	426.58%
Refund of prior year expenditures	\$ 14,000	\$ 3,541	25.29%
<b>Total Operating Receipts</b>	<b>\$ 102,147,801</b>	<b>\$ 46,805,818</b>	<b>45.82%</b>
<b>Total Receipts plus Balance</b>	<b>\$ 133,285,882</b>	<b>\$ 77,943,899</b>	<b>58.48%</b>
<b>EXPENDITURES</b>			
Salaries	\$ 64,574,981	\$ 16,094,999	24.92%
Fringe Benefits	\$ 24,164,863	\$ 5,391,864	22.31%
Purchased Services	\$ 10,230,138	\$ 2,634,371	25.75%
Supplies/Textbooks/Teaching Aids	\$ 3,168,442	\$ 679,523	21.45%
Capital Equipment/Improvements	\$ 1,608,186	\$ 467,581	29.08%
Debt/Interest Payments		\$ -	#DIV/0!
Advances Out	\$ 550,000	\$ 434,976	79.09%
<b>Total Expenditures</b>	<b>\$ 104,296,610</b>	<b>\$ 25,703,314</b>	<b>24.64%</b>
<b>ENDING CASH BALANCE</b>	<b>\$ 28,989,272</b>	<b>\$ 52,240,585</b>	<b>53.97%</b>
Carryover Encumbrances		\$ 5,548,312	
<b>ENDING UNRESERVED BALANCE</b>		<b>\$ 46,692,273</b>	



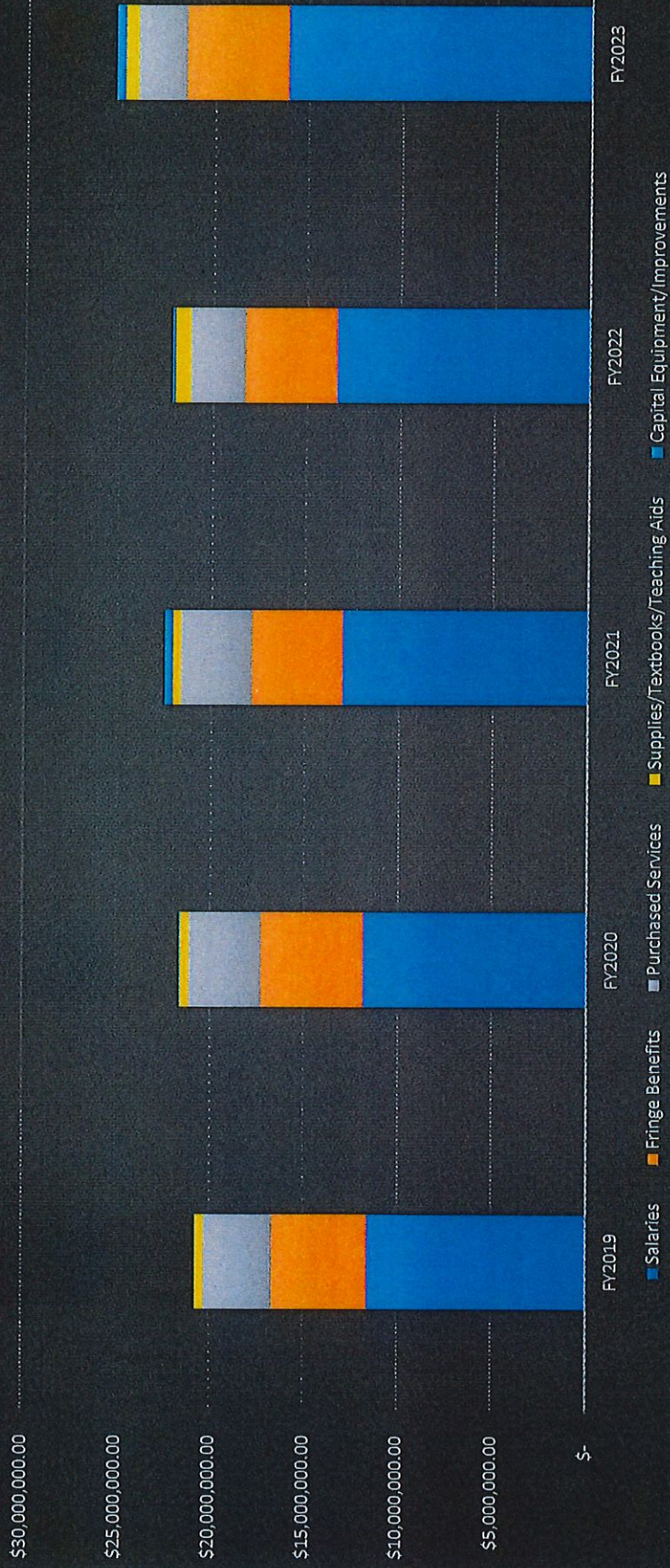
# Revenue Comparison September 2018-2022



	FY2019	FY2020	FY2021	FY2022	FY2023
Property Taxes	\$ 30,929,850	\$ 31,834,389	\$ 35,855,977	\$ 38,951,871	\$ 39,684,765
Local Revenue	\$ 646,426	\$ 788,705	\$ 435,445	\$ 259,390	\$ 480,676
State Revenue	\$ 3,918,227	\$ 3,841,979	\$ 3,474,349	\$ 2,971,921	\$ 3,444,603
Federal Revenue	\$ 972,644	\$ 441,244	\$ 1,162,254	\$ 1,551,683	\$ 1,055,078
Ending Cash Balance	\$ 48,531,899	\$ 37,096,922	\$ 40,180,951	\$ 47,785,387	\$ 52,240,585



## Expenditure Comparison September 2018-2022



	FY2019	FY2020	FY2021	FY2022	FY2023
Salaries	\$ 11,582,892	\$ 11,828,468	\$ 13,034,943	\$ 13,425,854	\$ 16,094,999
Fringe Benefits	\$ 5,047,536	\$ 5,412,567	\$ 4,758,523	\$ 4,842,504	\$ 5,391,864
Purchased Services	\$ 3,672,863	\$ 3,874,146	\$ 3,816,118	\$ 2,924,160	\$ 2,634,371
Teaching Supplies	\$ 409,348	\$ 426,946	\$ 429,245	\$ 815,250	\$ 679,523
Equip./Improvements	\$ 33,164	\$ 72,893	\$ 414,514	\$ 144,246	\$ 467,581



**BEAVERCREEK CITY SCHOOLS FINANCIAL SUMMARY OF FUNDS September 30, 2022**

Fund	Description	Initial Cash	MTD Actual Receipts	FYTD Actual Receipts	MTD Expended	FYTD Expended	Current Balance	Encumbrances	FYTD Unencumbered
001	GENERAL	\$ 31,138,081.40	\$ 5,963,320.30	\$ 46,805,818.06	\$ 10,943,989.62	\$ 25,703,313.82	\$ 52,240,585.64	\$ 5,548,311.86	\$ 46,692,273.78
002	BOND RETIREMENT	\$ 3,733,636.13	\$ 338,346.15	\$ 2,881,820.20	\$ 845.95	\$ 24,831.21	\$ 6,590,625.12	\$ -	\$ 6,590,625.12
003	PERMANENT IMPROVEMENT	\$ 3,160,162.26	\$ 166,276.16	\$ 1,438,548.04	\$ 112,187.48	\$ 695,802.74	\$ 3,902,907.56	\$ 743,464.46	\$ 3,159,443.10
006	FOOD SERVICE	\$ 1,656,647.25	\$ 284,203.31	\$ 472,446.73	\$ 376,282.01	\$ 778,780.22	\$ 1,350,313.76	\$ 1,139,880.46	\$ 210,433.30
007	SPECIAL TRUST	\$ 69,716.36	\$ -	\$ 8,000.00	\$ 616.36	\$ 70,266.36	\$ 7,450.00	\$ -	\$ 7,450.00
009	UNIFORM SCHOOL SUPPLIES	\$ 918,044.67	\$ 239,437.38	\$ 246,351.76	\$ 32,958.46	\$ 246,411.46	\$ 917,984.97	\$ 94,194.86	\$ 823,790.11
018	PUBLIC SCHOOL SUPPORT	\$ 402,849.25	\$ 29,400.07	\$ 66,884.51	\$ 10,469.07	\$ 70,905.44	\$ 398,828.32	\$ 74,369.37	\$ 324,458.95
019	OTHER GRANT	\$ 36,186.73	\$ -	\$ -	\$ 759.96	\$ 759.96	\$ 35,426.77	\$ 740.04	\$ 34,686.73
020	SPECIAL ENTERPRISE FUND	\$ 68,798.32	\$ 5.00	\$ 15,410.00	\$ -	\$ 44,989.88	\$ 39,219.04	\$ -	\$ 39,219.04
022	DISTRICT CUSTODIAL	\$ 265,746.58	\$ 1,163,046.42	\$ 2,393,389.04	\$ 653,266.70	\$ 2,534,999.15	\$ 124,136.47	\$ 128,644.00	\$ (4,507.53)
024	EMPLOYEE BENEFITS SELF INS.	\$ 1,236,113.13	\$ 1,049,113.35	\$ 3,362,828.03	\$ 1,183,783.00	\$ 3,486,369.00	\$ 1,112,572.16	\$ -	\$ 1,112,572.16
027	WORKMANS COMPENSATION-SELF INS.	\$ 476,868.70	\$ 18,084.95	\$ 36,402.20	\$ 6,027.26	\$ 27,642.06	\$ 485,628.84	\$ 75,557.00	\$ 410,071.84
200	STUDENT MANAGED ACTIVITY	\$ 231,354.22	\$ 4,378.00	\$ 4,908.00	\$ 5,177.30	\$ 8,369.24	\$ 227,892.98	\$ 32,949.20	\$ 194,943.78
300	DISTRICT MANAGED ACTIVITY	\$ 850,756.36	\$ 297,183.22	\$ 305,431.84	\$ 69,278.72	\$ 143,148.87	\$ 1,013,039.33	\$ 153,654.30	\$ 859,385.03
401	AUXILIARY FUNDS	\$ 94,422.21	\$ 4.34	\$ 283,881.64	\$ 119,784.18	\$ 253,904.63	\$ 104,399.22	\$ 21,336.31	\$ 83,062.91
499	MISCELLANEOUS STATE GRANT FUND	\$ 195,544.69	\$ 1,415.01	\$ 212,664.56	\$ 2,086.59	\$ 403,750.15	\$ 4,459.10	\$ 184,185.07	\$ (179,725.97)
507	ESSER GRANTS-COVID FEDERAL GRANTS	\$ 99,805.35	\$ 429,784.92	\$ 1,796,739.71	\$ 1,041,288.07	\$ 2,677,382.34	\$ (780,837.28)	\$ 174,149.48	\$ (954,986.76)
516	IDEA PART B GRANTS	\$ 74,656.62	\$ 191,747.67	\$ 433,398.80	\$ 227,149.64	\$ 735,203.06	\$ (227,149.64)	\$ 38,043.10	\$ (265,192.74)
551	LIMITED ENGLISH PROFICIENCY	\$ -	\$ -	\$ 423.52	\$ 5,739.87	\$ 6,163.39	\$ (5,739.87)	\$ 490.00	\$ (6,229.37)
572	TITLE I DISADVANTAGED CHILDREN	\$ -	\$ 274.42	\$ 39,440.40	\$ 39,039.12	\$ 78,479.52	\$ (39,039.12)	\$ 150.00	\$ (39,189.12)
584	DRUG FREE SCHOOL GRANT FUND	\$ 20,108.94	\$ 2,799.90	\$ 36,330.75	\$ 10,364.51	\$ 66,804.20	\$ (10,364.51)	\$ 16,661.15	\$ (27,025.66)
587	IDEA PRESCHOOL-HANDICAPPED	\$ 20,721.93	\$ 13,839.59	\$ 55,179.34	\$ 4,667.21	\$ 80,568.38	\$ (4,667.21)	\$ 10,439.37	\$ (15,106.58)
590	IMPROVING TEACHER QUALITY	\$ 39,629.31	\$ 9,230.58	\$ 29,567.33	\$ 51,114.02	\$ 120,310.66	\$ (51,114.02)	\$ 37,008.51	\$ (88,123.53)
599	STARBASE (WPAFB)	\$ -	\$ -	\$ -	\$ 41,689.65	\$ 256,040.53	\$ (256,040.53)	\$ 11,403.00	\$ (267,443.53)
<b>Grand Total</b>		<b>\$ 44,789,850.91</b>	<b>\$ 10,201,870.74</b>	<b>\$ 60,905,862.46</b>	<b>\$ 14,938,545.75</b>	<b>\$ 38,515,196.27</b>	<b>\$ 67,180,517.10</b>	<b>\$ 8,485,632.54</b>	<b>\$ 58,694,884.56</b>

# BCSD BANK RECONCILIATION

September 2022

<b>Bank Statement Balances:</b>						
Chase - Operating (Concentration Acct.)						6,338,914.79
US Bank - Meeder Money Market						17,053.41
US Bank - Meeder Investments						12,787,809.28
Chase- High Yield Savings						15,153.32
STAR Ohio						48,775,992.79
PNC Bank - Money Market Savings						70,563.66
Self-Insured Worker's Compensation						2,096.18
Athletic Change Fund				5,000.00		
Food Service Change Fund				1,500.00		
BHS Change Fund				500.00		
CMS Change Fund				500.00		
AMS Change Fund				500.00		
Central Office Change Fund				100.00		
				<b>Total Bank Balances:</b>		<b>68,015,683.43</b>
<b>Adjustments:</b>						
Outstanding Checks (Operating)						(337,002.08)
Outstanding Checks (Payroll Net)						(425,398.34)
Outstanding Checks (Worker's Comp)						(2,096.18)
CBS amount in Accumulator						-
AFA HSA ACH in Transit						(2,138.02)
August Sum Ins Refunds - M Cospy, D Eldridge, S Tracy						527.98
9/30 SERS ACH In Transit						(69,059.69)
				<b>Total Adjustments:</b>		<b>(835,166.33)</b>
<b>Adjusted Bank Balances:</b>						<b>67,180,517.10</b>
<b>Fund Balances per Board Books:</b>						<b>67,180,517.10</b>
<b>Variance</b>						<b>0.00</b>

BEAVERCREEK CITY SCHOOL DISTRICT					
INVESTMENT INCOME					
September 2022					
INVESTMENT INCOME:					
Bank				Amount	Receipt Code
US Bank - Meeder - MM		Variable		0.00	001-1410-0000
US Bank - Meeder - Investment		Variable		6,630.16	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%		0.62	001-1410-0000
Star Ohio		2.38%		101,440.44	001-1410-0000
PNC Bank - Business Money Market		1.16%		66.63	001-1410-0000
TOTAL INVESTMENT INCOME				\$ 108,137.85	
INVESTMENT INCOME DISTRIBUTION:					
Fund	Fund Balance	Rate		Amount	Receipt Code
Food Service Fund	1,350,257.50	0.05%		56.26	006-1410-0000
Dayton Islamic	80,750.80	0.05%		3.36	401-1410-9523
St. Luke	3,751.67	0.05%		0.16	401-1410-9623
Carroll HS	15,455.80	0.05%		0.64	401-1410-9723
Bright Beginnings	4,436.61	0.05%		0.18	401-1410-9923
				\$ 60.60	
General Fund Interest Distribution				\$ (60.60)	001-1410-0000





## Beavercreek City School District Operating Account

Monthly Investment Report  
September 30, 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](mailto:publicfundsoperations@meederinvestment.com)  
**Dublin, Ohio | Lansing, Michigan | Long Beach, California | Austin, Texas | 866-633-3371 | [www.meederpublicfunds.com](http://www.meederpublicfunds.com)**

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# PORTFOLIO SUMMARY

As of September 30, 2022



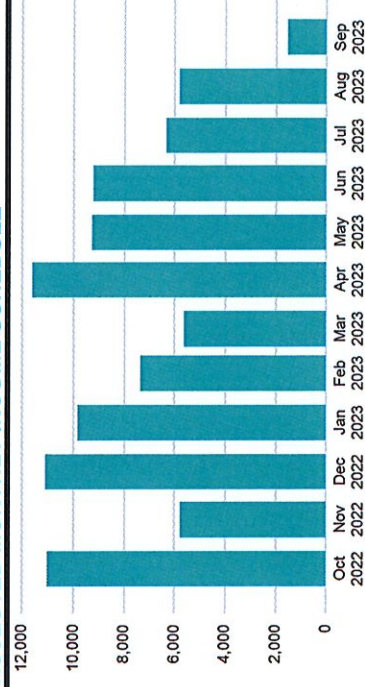
## MONTHLY RECONCILIATION

Beginning Book Value	12,799,268.16
Contributions	
Withdrawals	
Prior Month Management Fees	(932.07)
Prior Month Custodian Fees	(103.56)
Realized Gains/Losses	
Gross Interest Earnings	6,630.16
Ending Book Value	12,804,862.69

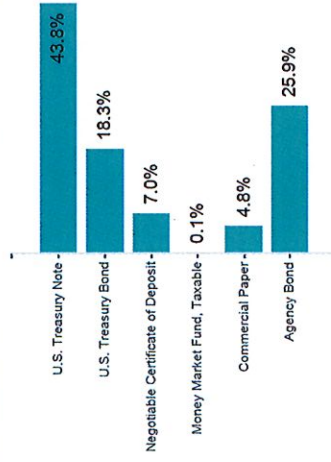
## PORTFOLIO CHARACTERISTICS

Portfolio Yield to Maturity	1.22%
Portfolio Effective Duration	1.60 yrs
Weighted Average Maturity	1.66 yrs

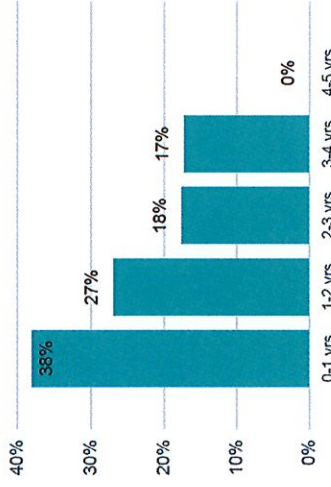
## PROJECTED MONTHLY INCOME SCHEDULE



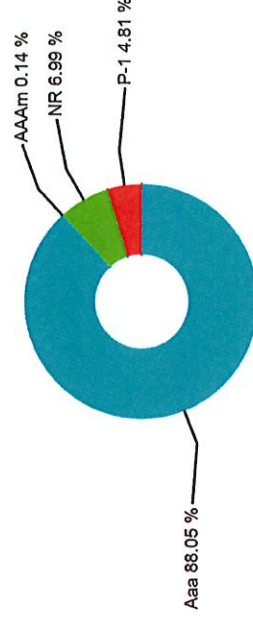
## SECTOR ALLOCATION



## MATURITY DISTRIBUTION



## CREDIT QUALITY



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Beavercreek City School District Operating Account

**PROJECTED INCOME SCHEDULE**

As of September 30, 2022



CUSIP	SECURITY DESCRIPTION	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
05580AE83	BMW Bank of North America 0.650% 10/15/2024	811						807					
3130AKJN7	FHLB 0.670% 06/16/2026			821						821			
3130ALLP7	FHLB 0.650% 03/17/2025						488						488
3130AMRY0	FHLB 0.125% 06/02/2023			125						293			
3130ANHK9	FHLB 0.420% 06/26/2024					1,050						1,050	
3130APGQ2	FHLB 0.875% 10/21/2025	372						372					
3130AQ5X7	FHLB 1.150% 12/30/2024			1,438						1,438			
3133EL3H5	FFCB 0.570% 08/12/2025					770						770	
3133ELC85	FFCB 0.820% 05/27/2026		902						902				
3133EM2E1	FFCB 0.160% 08/10/2023					200							553
3133EMNG3	FFCB 0.230% 01/19/2024				115						115		
3133ENGQ7	FFCB 0.920% 12/09/2024			644						644			
3133ENZG8	FFCB 3.375% 06/20/2025			2,517						2,531			
3134GXBM5	FMCC 0.600% 11/12/2025		1,050						1,050				
3134GXFV1	FMCC 0.625% 12/17/2025			625						625			
3135G03U5	FNMA 0.625% 04/22/2025	469						469					
3137EAER6	FMCC 0.375% 05/05/2023		375						3,485				
38149ME33	Goldman Sachs Bank USA Holdings LLC 0.650% 10/21/2024	811						807					
46640QMV0	J.P. Morgan Securities LLC 12/29/2022			2,189									
46640QNNQ0	J.P. Morgan Securities LLC 01/24/2023				2,537								
53948BP37	Lloyds Bank Corporate Markets PLC 02/03/2023					2,659							
62479MN41	MUFG Bank, Ltd. 01/04/2023				1,983								

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## PROJECTED INCOME SCHEDULE

As of September 30, 2022



CUSIP	SECURITY DESCRIPTION	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
856285XV8	State Bank of India 0.700% 10/18/2024	872						872					
87165FC28	Synchrony Bank 0.650% 10/15/2024	569						569					
9128284D9	UST 2.500% 03/31/2023						1,500						
9128286A3	UST 2.625% 01/31/2026				4,331						4,331		
9128286F2	UST 2.500% 02/28/2026				2,000							2,000	
9128286L9	UST 2.250% 03/31/2026					1,800							
9128286S4	UST 2.375% 04/30/2026	1,900						1,900					
9128286X3	UST 2.125% 05/31/2026		2,338						2,338				
9128287B0	UST 1.875% 06/30/2026			1,875						1,875			
912828R28	UST 1.625% 04/30/2023	1,625						2,180					
912828ZH6	UST 0.250% 04/15/2023	188						363					
912828ZY9	UST 0.125% 07/15/2023				156						674		
91282CAF8	UST 0.125% 08/15/2023				156							576	
91282CAK7	UST 0.125% 09/15/2023						78						444
91282CAP6	UST 0.125% 10/15/2023	78						78					
91282CAR2	UST 0.125% 10/31/2022	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			258									
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								566	

Beavercreek City School District Operating Account

**PROJECTED INCOME SCHEDULE**

As of September 30, 2022



CUSIP	SECURITY DESCRIPTION	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023
91282CCG4	UST 0.250% 06/15/2024			250						250			
91282CCK5	UST 0.125% 06/30/2023			156						566			
91282CCL3	UST 0.375% 07/15/2024				469						469		
91282CCN9	UST 0.125% 07/31/2023				156						635		
91282CCT6	UST 0.375% 08/15/2024					281						281	
91282CCU3	UST 0.125% 08/31/2023					125						453	
91282CCX7	UST 0.375% 09/15/2024						281						281
91282CDA6	UST 0.250% 09/30/2023						1,156						
91282CDB4	UST 0.625% 10/15/2024	469						469					
91282CDD0	UST 0.375% 10/31/2023	281						281					
91282CEH0	UST 2.625% 04/15/2025	1,969						1,969					
<b>TOTAL</b>		<b>11,019</b>	<b>5,758</b>	<b>11,085</b>	<b>9,841</b>	<b>7,366</b>	<b>5,616</b>	<b>11,604</b>	<b>9,278</b>	<b>9,231</b>	<b>6,317</b>	<b>5,808</b>	<b>1,526</b>

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**POSITION STATEMENT**

As of September 30, 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
<b>Cash and Cash Equivalents</b>											
31846V567	First American Funds, Inc.	9/30/2022 9/30/2022	\$17,053.41	\$17,053.41	\$17,053.41	2.74%	0.003 0.003	\$1.00 \$17,053.41	\$0.00	0.03%	AAA-m
STAROHIO	STAR Ohio XX179	9/30/2022 9/30/2022	\$48,775,992.79	\$48,775,992.79	\$48,775,992.79	2.95%	0.003 0.003	\$1.00 \$48,775,992.79	\$0.00	79.84%	AAA-m
	<b>SubTotal</b>		<b>\$48,793,046.20</b>	<b>\$48,793,046.20</b>	<b>\$48,793,046.20</b>	<b>2.95%</b>		<b>\$48,793,046.20</b>	<b>\$0.00</b>	<b>79.87%</b>	
<b>Agency Bond</b>											
3137EAER6	FMCC 0.375% 05/05/2023	5/27/2022 5/31/2022	\$200,000.00	\$196,890.00 \$54.17	\$196,944.17	2.08%	0.595 0.584	\$97.87 \$195,740.00	(\$1,150.00)	0.32%	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%	0.671 0.659	\$97.38 \$194,766.00	(\$5,065.60)	0.32%	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%	0.860 0.843	\$96.57 \$241,412.50	(\$8,235.00)	0.40%	Aaa AA+
3133EMNG3	FFCB 0.230% 01/19/2024	8/23/2021 8/24/2021	\$100,000.00	\$99,746.00	\$99,746.00	0.34%	1.304 1.276	\$94.98 \$94,977.00	(\$4,769.00)	0.16%	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%	1.740 1.696	\$93.16 \$465,800.00	(\$34,075.00)	0.76%	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%	2.195 2.125	\$93.17 \$130,433.80	(\$9,504.60)	0.21%	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%	2.252 2.170	\$92.81 \$232,017.50	(\$17,982.50)	0.38%	Aaa AA+
3130ALLP7	FHLB 0.650% 03/17/2025	7/7/2022 7/8/2022	\$150,000.00	\$140,163.60	\$140,163.60	3.21%	2.463 2.389	\$91.02 \$136,534.50	(\$3,629.10)	0.22%	Aaa AA+
3135G03U5	FNMA 0.825% 04/22/2025	7/7/2022 7/8/2022	\$150,000.00	\$139,978.65 \$197.92	\$140,176.57	3.15%	2.562 2.482	\$91.20 \$136,794.00	(\$3,184.65)	0.22%	Aaa AA+
3133ENZG8	FFCB 3.375% 06/20/2025	7/7/2022 7/8/2022	\$150,000.00	\$151,089.30 \$239.06	\$151,328.36	3.12%	2.723 2.545	\$97.84 \$146,763.00	(\$4,326.30)	0.24%	Aaa AA+
3133EL3H5	FFCB 0.570% 08/12/2025	7/15/2022 7/18/2022	\$270,000.00	\$247,549.50	\$247,549.50	3.45%	2.868 2.778	\$89.78 \$242,408.70	(\$5,140.80)	0.40%	Aaa AA+
3130APGQ2	FHLB 0.875% 10/21/2025	7/12/2022 7/13/2022	\$85,000.00	\$78,200.00 \$169.41	\$78,369.41	3.48%	3.060 2.936	\$89.92 \$76,427.75	(\$1,772.25)	0.13%	Aaa AA+
3134GXBH5	FMCC 0.600% 11/12/2025	7/15/2022 7/18/2022	\$350,000.00	\$319,025.00 \$385.00	\$319,410.00	3.45%	3.121 3.010	\$88.84 \$310,926.00	(\$8,099.00)	0.51%	Aaa AA+



Beavercreek City School District Operating Account

**POSITION STATEMENT**

As of September 30, 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
3134GXFV1	FMCC 0.625% 12/17/2025	5/26/2022 5/27/2022	\$200,000.00	\$185,105.80	\$185,105.80	2.84%	3.216 3.101	\$88.61 \$177,218.00	(\$7,887.80)	0.29%	Aaa AA+
3133ELC85	FFCB 0.820% 05/27/2026	5/12/2022 5/13/2022	\$220,000.00	\$202,118.40	\$202,118.40	2.97%	3.658 3.490	\$87.94 \$193,472.40	(\$8,646.00)	0.32%	Aaa AA+
3130AKJN7	FHLB 0.670% 06/16/2026	4/29/2022 5/3/2022	\$245,000.00	\$221,908.75	\$221,908.75	3.13%	3.712 3.556	\$87.13 \$213,468.50	(\$8,440.25)	0.35%	Aaa AA+
<b>SubTotal</b>			<b>\$3,460,000.00</b>	<b>\$3,321,067.50</b> <b>\$1,045.56</b>	<b>\$3,322,113.06</b>	<b>1.99%</b>		<b>\$3,189,159.65</b>	<b>(\$131,907.85)</b>	<b>5.22%</b>	
<b>Commercial Paper</b>											
46640QMV0	J.P. Morgan Securities LLC 12/29/2022	4/29/2022 5/2/2022	\$150,000.00	\$147,810.92	\$147,810.92	2.21%	0.247 0.245	\$99.07 \$148,609.50	\$798.58	0.24%	P-1 A-1
62479MN41	MJFG Bank, Ltd. 01/04/2023	5/10/2022 5/11/2022	\$150,000.00	\$148,016.67	\$148,016.67	2.03%	0.263 0.260	\$98.95 \$148,420.50	\$403.83	0.24%	P-1 A-1
46640QNQ0	J.P. Morgan Securities LLC 01/24/2023	4/29/2022 5/2/2022	\$150,000.00	\$147,463.50	\$147,463.50	2.32%	0.318 0.313	\$98.73 \$148,090.50	\$627.00	0.24%	P-1 A-1
53948BP37	Lloyds Bank Corporate Markets PLC 02/03/2023	5/10/2022 5/12/2022	\$150,000.00	\$147,341.13	\$147,341.13	2.43%	0.345 0.340	\$98.56 \$147,832.50	\$491.37	0.24%	P-1 A-1
<b>SubTotal</b>			<b>\$600,000.00</b>	<b>\$590,632.22</b>	<b>\$590,632.22</b>	<b>2.25%</b>		<b>\$592,953.00</b>	<b>\$2,320.78</b>	<b>0.97%</b>	
<b>Negotiable Certificate of Deposit</b>											
05580AE83	BMW Bank of North America 0.650% 10/15/2024	10/8/2021 10/15/2021	\$249,000.00	\$248,253.00	\$248,253.00	0.75%	2.044 1.987	\$93.43 \$232,633.23	(\$15,619.77)	0.38%	
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%	2.044 1.987	\$93.43 \$163,497.25	(\$10,977.75)	0.27%	
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%	2.052 1.993	\$93.49 \$232,800.06	(\$15,701.94)	0.38%	
38149ME33	Goldman Sachs Bank USA Holdings LLC 0.650% 10/21/2024	10/8/2021 10/21/2021	\$249,000.00	\$248,253.00	\$248,253.00	0.75%	2.060 2.003	\$93.37 \$232,478.85	(\$15,774.15)	0.38%	
<b>SubTotal</b>			<b>\$922,000.00</b>	<b>\$919,483.00</b>	<b>\$919,483.00</b>	<b>0.76%</b>		<b>\$861,409.39</b>	<b>(\$58,073.61)</b>	<b>1.41%</b>	

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**POSITION STATEMENT**

As of September 30, 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
<b>U.S. Treasury Bond</b>											
9128284D9	UST 2.500% 03/31/2023	5/27/2022 5/31/2022	\$200,000.00	\$201,000.00	\$201,000.00	1.89%	0.499 0.486	\$99.35 \$198,696.00	(\$2,304.00)	0.33%	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%	0.918 0.920	\$96.30 \$192,609.40	(\$7,062.48)	0.32%	Aaa AA+
91282CDD0	UST 0.375% 10/31/2023	10/28/2021 11/1/2021	\$150,000.00	\$149,654.30	\$149,654.30	0.49%	1.085 1.061	\$95.90 \$143,853.00	(\$5,801.30)	0.24%	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%	1.458 1.426	\$94.32 \$235,810.00	(\$13,477.11)	0.39%	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%	1.710 1.706	\$93.42 \$186,836.00	(\$12,203.06)	0.31%	Aaa AA+
91282CEH0	UST 2.625% 04/15/2025	7/7/2022 7/8/2022	\$150,000.00	\$148,183.59 \$903.68	\$149,087.27	3.08%	2.542 2.392	\$96.13 \$144,193.50	(\$3,990.09)	0.24%	Aaa AA+
9128286A3	UST 2.625% 01/31/2026	5/26/2022 5/27/2022	\$200,000.00	\$199,476.56	\$199,476.56	2.70%	3.340 3.133	\$95.18 \$190,360.00	(\$9,116.56)	0.31%	Aaa AA+
9128286A3	UST 2.625% 01/31/2026	6/3/2022 6/6/2022	\$130,000.00	\$128,649.22	\$128,649.22	2.93%	3.340 3.133	\$95.18 \$123,734.00	(\$4,915.22)	0.20%	Aaa AA+
9128286F2	UST 2.500% 02/28/2026	4/19/2022 4/20/2022	\$160,000.00	\$157,587.50	\$157,587.50	2.92%	3.416 3.214	\$94.65 \$151,436.80	(\$6,150.70)	0.25%	Aaa AA+
9128286L9	UST 2.250% 03/31/2026	4/21/2022 4/22/2022	\$160,000.00	\$155,650.00	\$155,650.00	2.99%	3.501 3.270	\$93.82 \$150,105.60	(\$5,544.40)	0.25%	Aaa AA+
9128286S4	UST 2.375% 04/30/2026	4/19/2022 4/20/2022	\$160,000.00	\$156,800.00	\$156,800.00	2.90%	3.584 3.342	\$94.14 \$150,619.20	(\$6,180.80)	0.25%	Aaa AA+
9128286X3	UST 2.125% 05/31/2026	5/2/2022 5/3/2022	\$220,000.00	\$212,549.22	\$212,549.22	3.01%	3.668 3.441	\$93.13 \$204,883.80	(\$7,665.42)	0.34%	Aaa AA+
9128287B0	UST 1.875% 06/30/2026	5/13/2022 5/16/2022	\$200,000.00	\$192,304.69	\$192,304.69	2.87%	3.751 3.538	\$92.24 \$184,476.00	(\$7,828.69)	0.30%	Aaa AA+
<b>SubTotal</b>			<b>\$2,380,000.00</b>	<b>\$2,349,853.13 \$903.68</b>	<b>\$2,350,756.81</b>	<b>1.97%</b>		<b>\$2,257,613.30</b>	<b>(\$92,239.83)</b>	<b>3.70%</b>	
<b>U.S. Treasury Note</b>											
91282CAR2	UST 0.125% 10/31/2022	2/11/2021 2/12/2021	\$350,000.00	\$350,082.03	\$350,082.03	0.11%	0.085 0.086	\$99.78 \$349,240.50	(\$841.53)	0.57%	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%	0.252 0.250	\$99.18 \$148,774.50	(\$1,061.44)	0.24%	Aaa AA+
912828ZH6	UST 0.250% 04/15/2023	10/29/2021 10/29/2021	\$150,000.00	\$149,824.22	\$149,824.22	0.33%	0.540 0.531	\$98.03 \$147,046.50	(\$2,777.72)	0.24%	Aaa AA+



Beavercreek City School District Operating Account

**POSITION STATEMENT**

As of September 30, 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
912828R28	UST 1.625% 04/30/2023	5/26/2022 5/27/2022	\$200,000.00	\$199,445.31 \$238.45	\$199,683.76	1.93%	0.581 0.567	\$98.61 \$197,226.00	(\$2,219.31)	0.32%	Aaa AA+
91282CCD1	UST 0.125% 05/31/2023	7/15/2021 7/16/2021	\$250,000.00	\$249,589.84	\$249,589.84	0.21%	0.666 0.654	\$97.40 \$243,505.00	(\$6,084.84)	0.40%	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%	0.748 0.735	\$97.08 \$242,695.00	(\$6,894.84)	0.40%	Aaa AA+
912828ZV9	UST 0.125% 07/15/2023	7/15/2021 7/16/2021	\$250,000.00	\$249,482.42	\$249,482.42	0.23%	0.789 0.774	\$96.86 \$242,147.50	(\$7,334.92)	0.40%	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%	0.833 0.817	\$96.68 \$241,710.00	(\$7,811.48)	0.40%	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%	0.874 0.857	\$96.55 \$241,367.50	(\$8,212.58)	0.40%	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%	0.959 0.941	\$96.21 \$120,258.75	(\$4,375.04)	0.20%	Aaa AA+
91282CDA6	UST 0.250% 09/30/2023	10/6/2021 10/7/2021	\$925,000.00	\$924,132.81	\$924,132.81	0.30%	1.000 0.979	\$96.12 \$889,082.25	(\$35,050.56)	1.46%	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%	1.041 1.020	\$95.81 \$119,761.25	(\$4,804.18)	0.20%	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%	1.126 1.102	\$95.64 \$430,384.50	(\$17,031.52)	0.70%	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%	1.208 1.184	\$95.20 \$285,585.00	(\$11,754.84)	0.47%	Aaa AA+
91282CBEO	UST 0.125% 01/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$148,511.72	\$148,511.72	0.58%	1.293 1.266	\$94.83 \$142,242.00	(\$6,269.72)	0.23%	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%	1.378 1.349	\$94.51 \$189,024.00	(\$10,030.69)	0.31%	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%	1.542 1.505	\$94.20 \$235,487.50	(\$14,424.61)	0.39%	Aaa AA+
91282CCCC3	UST 0.250% 05/15/2024	6/24/2021 6/25/2021	\$300,000.00	\$298,324.22	\$298,324.22	0.44%	1.625 1.587	\$93.73 \$281,193.00	(\$17,131.22)	0.46%	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%	1.792 1.749	\$93.42 \$233,545.00	(\$16,025.31)	0.38%	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%	1.877 1.832	\$93.09 \$139,641.00	(\$8,911.73)	0.23%	Aaa AA+

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Beavercreek City School District Operating Account

**POSITION STATEMENT**

As of September 30, 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
91282CCX7	UST 0.375% 09/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$148,435.55	\$148,435.55	0.74%	1.962 1.915	\$92.83 \$139,248.00	(\$9,187.55)	0.23%	Aaa AA+
91282CDB4	UST 0.625% 10/15/2024	10/28/2021 10/29/2021	\$150,000.00	\$149,373.05	\$149,373.05	0.77%	2.044 1.985	\$93.01 \$139,512.00	(\$9,861.05)	0.23%	Aaa AA+
	<b>SubTotal</b>		<b>\$5,625,000.00</b>	<b>\$5,606,773.43 \$238.45</b>	<b>\$5,607,011.88</b>	<b>0.42%</b>		<b>\$5,398,676.75</b>	<b>(\$208,096.68)</b>	<b>8.84%</b>	
<b>Grand Total</b>			<b>\$61,780,046.20</b>	<b>\$61,580,855.48 \$2,187.69</b>	<b>\$61,583,043.17</b>	<b>2.60%</b>		<b>\$61,092,858.29</b>	<b>(\$487,997.19)</b>	<b>100.00%</b>	

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**TRANSACTION STATEMENT**

As of September 30, 2022



Transaction Type	Payment Date	Settlement Date	CUSIP	Security Description	Interest Received
<b>Interest/Dividends</b>					
Interest/Dividends	9/1/2022	9/1/2022	31846V567	First American Funds, Inc.	14.53
Interest/Dividends	9/15/2022	9/15/2022	91282CAK7	UST 0.125% 09/15/2023	78.13
Interest/Dividends	9/15/2022	9/15/2022	91282CBR1	UST 0.250% 03/15/2024	312.50
Interest/Dividends	9/15/2022	9/15/2022	91282CCX7	UST 0.375% 09/15/2024	281.25
Interest/Dividends	9/19/2022	9/19/2022	3130ALLP7	FHLB 0.650% 03/17/2025	487.50
Interest/Dividends	9/30/2022	9/30/2022	91282CDA6	UST 0.250% 09/30/2023	1,156.25
Interest/Dividends	9/30/2022	9/30/2022	9128286L9	UST 2.250% 03/31/2026	1,800.00
Interest/Dividends	9/30/2022	9/30/2022	9128284D9	UST 2.500% 03/31/2023	2,500.00
<b>Total</b>					<b>6,630.16</b>

Transaction Type	Trade Date	Settlement Date	Transaction Description	Amount
<b>Custodian Fee</b>				
Custodian Fee	9/26/2022	9/26/2022	Cash Out	(103.56)
<b>Total</b>				<b>(103.56)</b>

<b>Management Fee</b>				
Management Fee	9/22/2022	9/22/2022	Cash Out	(932.07)
<b>Total</b>				<b>(932.07)</b>

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**STATEMENT DISCLOSURE**

As of September 30, 2022



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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, 2022, 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: October 20, 2022

Fund	Fund	Unencumbered Balance July 1, 2022	* Tax Revenue	Other Revenue	Total Estimated Revenue	Total Resources	FY2023 Appropriations	Balance
General Fund	1	\$ 29,303,252.19	\$ 84,748,472.00	\$ 17,399,329.00	\$ 102,147,801.00	\$ 131,451,053.19	\$ 102,401,781.00	\$ 29,049,272.19
Ferguson Land Lab Trust Fund	7	1,216.36	0.00	1,200.00	1,200.00	2,416.36	2,416.36	0.00
Scholarship Private Purpose Fund	7	68,500.00	0.00	85,000.00	85,000.00	153,500.00	137,000.00	16,500.00
Public School Support Fund	18	373,925.30	0.00	300,000.00	300,000.00	673,925.30	500,000.00	173,925.30
Other Grants Fund	19	36,186.73	0.00	8,000.00	8,000.00	44,186.73	44,186.73	0.00
Athletics and District Managed Activity Fund	300	817,663.02	0.00	790,000.00	790,000.00	1,607,663.02	875,000.00	732,663.02
Auxiliary Services Fund	401	94,044.61	0.00	1,055,643.92	1,055,643.92	1,149,688.53	1,149,688.53	0.00
Data Communications Fund	451	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Miscellaneous State Grants Fund	499	6,644.19	0.00	602,074.29 (A)	602,074.29	608,718.48	608,718.48 (A)	0.00
Elementary and Secondary School Emerg Relief Fund	507	0.00	0.00	6,018,358.48 (A)	6,018,358.48	6,018,358.48	6,018,358.48 (A)	0.00
IDEA-B / Parent Mentor Grant Fund	516	0.00	0.00	2,409,057.67	2,409,057.67	2,409,057.67	2,409,057.67	0.00
Title III Limited English Proficiency Fund	551	0.00	0.00	39,344.12	39,344.12	39,344.12	39,344.12	0.00
Title I Disadvantaged Children Grant Fund	572	0.00	0.00	371,762.60	371,762.60	371,762.60	371,762.60	0.00
Title IV-A Student Supports and Academic Enrichment	584	0.00	0.00	86,248.76	86,248.76	86,248.76	86,248.76	0.00
IDEA Preschool Grant Fund	587	0.00	0.00	113,985.55	113,985.55	113,985.55	83,791.73	30,193.82
Title II-A Improving Teacher Quality Grant Fund	590	0.00	0.00	182,247.75	182,247.75	182,247.75	182,247.75	0.00
Miscellaneous Federal Grants Fund	599	0.00	0.00	758,389.99	758,389.99	758,389.99	758,389.99	0.00
<b>Total Special Revenue Fund</b>		<b>1,398,180.21</b>	<b>0.00</b>	<b>12,821,313.13</b>	<b>12,821,313.13</b>	<b>14,219,493.34</b>	<b>13,266,211.20</b>	<b>953,282.14</b>
Bond Retirement Fund - 1995 Bond Issue	0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
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	3,576,649.82	5,000,000.00	0.00	5,000,000.00	8,576,649.82	6,033,181.50	2,543,468.32
MVH Stadium Debt	9300	156,986.31	0.00	130,000.00	130,000.00	286,986.31	117,731.25	169,255.06
<b>Total Debt Service Fund</b>	<b>2</b>	<b>3,733,636.13</b>	<b>5,000,000.00</b>	<b>130,000.00</b>	<b>5,130,000.00</b>	<b>8,863,636.13</b>	<b>6,150,912.75</b>	<b>2,712,723.38</b>
Permanent Improvement Voted Levy Fund	3	231,106.59	880,000.00	0.00	880,000.00	1,111,106.59	653,645.00	457,461.59
Permanent Improvement Inside Millage Fund	3	2,320,900.32	1,900,000.00	0.00	1,900,000.00	4,220,900.32	1,900,000.00	2,320,900.32
Permanent Improvement Lighting Project	3	(76,634.66)	0.00	76,634.66	76,634.66	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
<b>Total Capital Projects Fund</b>		<b>2,475,372.25</b>	<b>2,780,000.00</b>	<b>76,634.66</b>	<b>2,856,634.66</b>	<b>5,332,006.91</b>	<b>2,553,645.00</b>	<b>2,778,361.91</b>
Food Service Fund	6	1,656,647.25	0.00	2,639,450.00	2,639,450.00	4,296,097.25	3,638,495.00	657,602.25
Uniform School Supply Fund	9	894,952.95	0.00	504,150.00	504,150.00	1,399,102.95	750,000.00	649,102.95
Summer School Fund	20	67,298.92	0.00	12,000.00	12,000.00	79,298.92	35,000.00	44,298.92
<b>Total Enterprise Fund</b>		<b>2,618,899.12</b>	<b>0.00</b>	<b>3,155,600.00</b>	<b>3,155,600.00</b>	<b>5,774,499.12</b>	<b>4,423,495.00</b>	<b>1,351,004.12</b>
Medical/Dental Self-Insurance Fund	24	1,236,113.13	0.00	13,900,000.00	13,900,000.00	15,136,113.13	13,900,000.00	1,236,113.13
Workers' Compensation Insurance Fund	27	475,868.70	0.00	125,000.00	125,000.00	600,868.70	200,000.00	400,868.70
<b>Total Internal Service Fund</b>		<b>1,711,981.83</b>	<b>0.00</b>	<b>14,025,000.00</b>	<b>14,025,000.00</b>	<b>15,736,981.83</b>	<b>14,100,000.00</b>	<b>1,636,981.83</b>
District Agency Fund	22	264,266.58	0.00	8,550,000.00	8,550,000.00	8,814,266.58	8,550,000.00	264,266.58
Student Managed Activity Fund	200	230,370.42	0.00	167,350.00	167,350.00	397,720.42	295,000.00	102,720.42
<b>Total Fiduciary Fund</b>		<b>494,637.00</b>	<b>0.00</b>	<b>8,717,350.00</b>	<b>8,717,350.00</b>	<b>9,211,987.00</b>	<b>8,845,000.00</b>	<b>366,987.00</b>
<b>TOTALS</b>		<b>\$ 41,735,958.73</b>	<b>\$ 92,528,472.00</b>	<b>\$ 56,325,226.79</b>	<b>\$ 148,853,698.79</b>	<b>\$ 190,589,657.52</b>	<b>\$ 151,741,044.95</b>	<b>\$ 38,848,612.57</b>

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

(A): Updated estimated revenue and appropriations due to carryover grant notification from FY22

Treasurer's Certification:

Resolution:

DATE	TYPE	Transfer/ Advance Out Amount	Transfer/ Advance In Amount	FROM Fund Name	Fund/ FUNC	TO Fund Name	Fund/ FUNC
9/30/2022	Advance	\$ 81,582.00	\$ 81,582.00	General	001-7410-921-2950	ESSER II	507-5210-9223
9/30/2022	Advance	\$ 178,810.85	\$ 178,810.85	General	001-7410-921-2950	ESSER ARP	507-5210-9323
9/30/2022	Advance	\$ 58.94	\$ 58.94	General	001-7410-921-2950	ESSER ARP Homeless	507-5210-9423
		\$ 260,451.79	\$ 260,451.79				
10/1/2022	Advance	\$ 110,552.00	\$ 110,552.00	ESSER II	507-7420-922-9223	General	001-5220
10/1/2022	Advance	\$ 178,810.85	\$ 178,810.85	ESSER ARP	507-7420-922-9323	General	001-5220
10/1/2022	Advance	\$ 2,505.67	\$ 2,505.67	ESSER ARP Homeless	507-7420-922-9423	General	001-5220
		\$ 291,868.52	\$ 291,868.52				

**BEAVERCREEK CITY SCHOOLS**

3040 Kemp Road  
Beavercreek, OH 45431

TO: Beaver Creek Board of Education

FROM: Mrs. Joy Kitzmiller, Treasurer

RE: Donations

The following items were donated:

<u>DONOR</u>	<u>ITEM/GIFT RECEIVED BY</u>	<u>ITEM DONATED</u>
Kenneth Koors	AMS Band	\$25.00
Ruth Blue	AMS Band	\$25.00
Ronald Cribbs	AMS Band	\$25.00
Sue Urmston	AMS Band	\$30.00
Phil & Penny Blosser	AMS Band	\$50.00
Frank Campanile	AMS Band	\$50.00
The Pause of Massage LLC	AMS Band	\$500.00
Doris Mieczko	AMS Band	\$100.00
Michael Pierce	AMS Band	\$100.00
Rita France	AMS Band	\$40.00
LDH Consulting	CMS Choir	\$500.00
Penelope Plumley	CMS Choir	\$100.00
Paul Reihle	CMS Choir	\$100.00
Rochelle Fernando	CMS Choir	\$40.00
Katherine Dillman	CMS Choir	\$50.00
Karen Barger	CMS Choir	\$25.00
Josh Hobbs	CMS Choir	\$53.00
Jake & Marilissa Kogelman	CMS Choir	\$25.00
Camille Brausch	CMS Choir	\$25.00
Maria Brausch	CMS Choir	\$25.00
Gail & Mike Smith	CMS Choir	\$25.00
Wanda Delzoppo	CMS Choir	\$25.00
Doug & Jennifer Oswald	CMS Choir	\$50.00
Dr. and Mrs. John Olsen	CMS Choir	\$50.00
Cheryle Torma	CMS Choir	\$50.00
William Thompson III	CMS Choir	\$60.00
Samantha McArthur	CMS Choir	\$35.00
Karen McArthur	CMS Choir	\$25.00
Dr. K.A. Shiral Fernando	CMS Choir	\$60.00
Zeliang Chen	CMS Choir	\$20.00
Amila Fernando	CMS Choir	\$30.00
Fay Yourey	CMS Choir	\$20.00
Kyle Linden	CMS Choir	\$25.00
Tim Gavin	CMS Choir	\$60.00
Mary Tholemeier	CMS Choir	\$30.00
Sally Schutte	CMS Choir	\$30.00
Linda Yeager	CMS Choir	\$30.00
Michael Reigle	CMS Choir	\$80.00
Ty Miller	CMS Choir	\$60.00
Beverly Diana Zimmerman	CMS Choir	\$25.00
Jan Meyen	CMS Choir	\$25.00
Len Diaddario	CMS Choir	\$25.00
Rhonda Baxter	CMS Choir	\$25.00
Jennifer Baxter	CMS Choir	\$50.00
Keara Southerland	CMS Choir	\$75.00
Linda Snell	CMS Choir	\$25.00
Marlene Looney	CMS Choir	\$30.00
Barbie Demmy-Scheidler	CMS Choir	\$30.00
John Linquist	CMS Choir	\$25.00
Kelly Schutt	CMS Choir	\$30.00
Susan Mansfield	CMS Choir	\$30.00
Julia Rudy	CMS Choir	\$50.00
Joan Reynolds	CMS Choir	\$30.00
Chris Linquist	CMS Choir	\$30.00
Jonathan Linquist	CMS Choir	\$60.00
Brent Hammer	CMS Choir	\$50.00
Greg Hammer	CMS Choir	\$50.00
Richard Easter	CMS Choir	\$30.00
The Cakery	CMS Choir	\$250.00
Doug Carter	CMS Choir	\$100.00
Michael & Jenny Linquist	CMS Choir	\$100.00
Beka Abraham	CMS Choir	\$100.00
Troy Welker	CMS Choir	\$250.00
Hikari Housing LLC	CMS Choir	\$250.00
Amanda Violet	CMS Choir	\$200.00
Edward Huling	CMS Choir	\$100.00

Sarah Stoughton	CMS Choir	\$110.00
Tracey Tallman	CMS Choir	\$100.00
Edward Lewis	CMS Choir	\$100.00
Jamie & Kenny Coon	CMS Choir	\$100.00
Robert & Davina Gill	CMS Choir	\$250.00
Reginald Kabban	CMS Choir	\$250.00
Lorraine Wagenman	CMS Choir	\$200.00
Bobby Hutchinson Trucking	CMS Choir	\$250.00
Pro-Safe Insulation	CMS Choir	\$250.00
Tyler Pille	CMS Choir	\$100.00
Christine Hammer	CMS Choir	\$50.00
Bridget Carver	CMS Choir	\$100.00
Alan Bertke	AMS	3 Fishing Poles
Marnie Berridge	BHS Athletics-Bowling Team	23 Bowling Balls/2 Bowling Bags/Polishing Sharms
Joshua Rawlins	CMS Instrumental Music	\$25.00
Sarah Gregga	CMS Instrumental Music	\$25.00
John Cannon	CMS Instrumental Music	\$25.00
Eric Lowman	CMS Instrumental Music	\$25.00
Amy Mills	CMS Instrumental Music	\$25.00
Joyce Brogan	CMS Instrumental Music	\$40.00
Cathy St. Pierre	CMS Instrumental Music	\$40.00
Patsy Cobb	CMS Instrumental Music	\$50.00
Heather Hough	CMS Instrumental Music	\$50.00
Pamela Hough	CMS Instrumental Music	\$100.00
Patience Sisa	CMS Instrumental Music	\$150.00
Charles & Gloua Patrick	CMS Instrumental Music	\$200.00
Leona Houston	CMS Instrumental Music	\$300.00
Luis Martinez	CMS Instrumental Music	\$150.00
James & Elizabeth	CMS Instrumental Music	\$100.00
Tammy Cacciola	CMS Instrumental Music	\$100.00
Luis Martinez Jr	CMS Instrumental Music	\$100.00
Cathy McCoy	CMS Instrumental Music	\$100.00
Irene Kapaku	CMS Instrumental Music	\$50.00
Jerry Long	CMS Instrumental Music	\$50.00
Catherine Erbaugh	CMS Instrumental Music	\$30.00
Jerald & Nicole Chentnik	CMS Instrumental Music	\$25.00
Janet McChier	CMS Instrumental Music	\$25.00
Patricia McGrath	CMS Instrumental Music	\$25.00
Tonya Carter	CMS Instrumental Music	\$40.00
Jill Cobb	CMS Instrumental Music	\$80.00
Rebecca Bower	CMS Instrumental Music	\$100.00
Ani Lewis	CMS Instrumental Music	\$100.00
Alicia West	CMS Instrumental Music	\$110.00
Updegraff Accounting	CMS Instrumental Music	\$250.00
Flagel Huber Flagel	CMS Instrumental Music	\$150.00
Ian & Michelle Overinton	CMS Instrumental Music	\$25.00
Roosters Beavercreek	CMS Instrumental Music	\$300.00
Danny Myers	CMS Instrumental Music	\$50.00
Kelly Mangin	CMS Instrumental Music	\$25.00
Stephen Pida	CMS Instrumental Music	\$50.00
Carol Vandersluijs	CMS Instrumental Music	\$50.00
Nicole Burns	CMS Instrumental Music	\$75.00
Carol Dworkin	CMS Instrumental Music	\$75.00
Janice Justice	CMS Instrumental Music	\$75.00
Tina Gann	CMS Instrumental Music	\$25.00
Myra Arida	CMS Instrumental Music	\$100.00
Leonard Diaddario	CMS Instrumental Music	\$25.00
Leslie Blanke	CMS Instrumental Music	\$100.00
Rhonda Baxter	CMS Instrumental Music	\$25.00
Karleine Justice	CMS Instrumental Music	\$100.00
Kyle Bower	CMS Instrumental Music	\$50.00
Judy Brower	CMS Instrumental Music	\$50.00
Dominique Ray	CMS Instrumental Music	\$50.00
Jennifer Baxter	CMS Instrumental Music	\$50.00
Amie Stryker	CMS Instrumental Music	\$100.00
Erik Weber	CMS Instrumental Music	\$150.00
Olivia Deal	CMS Instrumental Music	\$250.00
Sharon Binkis	CMS Instrumental Music	\$250.00
Milano's Atlantic City Submarines	AMS	150-Free Taco Vouchers & 250-\$5 Vouchers
Steck & Stevens	CMS PBIS	\$87.70
Gary Drummond	AMS	Trumpet
Joanne Denlinger	BHS-Music Dept	Clarinet
Cast Iron Canning Jars/Chelsi Owens	CMS Choir	\$250.00
Hyman Family	CMS Choir	\$40.00
Maria Lofty	CMS Choir	\$250.00
Sami Callihar	CMS Choir	\$100.00

**Beavercreek City Schools**

3040 Kemp Road  
Beavercreek, OH 45431

October 20, 2022

TO: BEAVERCREEK BOARD OF EDUCATION  
FROM: Mr. Paul Otten, Superintendent  
RE: Certificated Personnel

The following persons are recommended for employment, salary change, leave of absence, and termination of contract. Payment for services is pending completion of required training and document submission relative to each specific position.

**2022-2023 Supplemental Contracts**

The following personnel are recommended for employment in the Supplemental Salary Positions shown for the 2022-2023 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 2022-2023 school year.

Allen, David Main Elementary	Elementary Unified Arts Student Activity Advisor - PE Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Anderson, John Ferguson Hall	LINK/WEB Advisor Scale 11, Step 3 - 11 Years Longevity Credit (L-2)
Anderson, John Ferguson Hall	Social Studies Department Head Scale 10, Step 3 - 5 Years Longevity Credit (L-1)
Anderson, Sara Beavercreek High School	High School Class Advisor (½ Assignment) Scale 10, Step 3 - 12 Years Longevity Credit (L-2)
Back, Jennifer Ankeney Middle School	Social Studies Department Head Scale 9, Step 3 - 4 Years Longevity Credit (L-0)
Barker, Heather Ferguson Hall	LINK/WEB Advisor Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Barker, Heather Ferguson Hall	School Webmaster Scale 11, Step 3 - 4 Years Longevity Credit (L-0)
Barr, Amber Beavercreek High School	Varsity Cheer Coach - Basketball - Winter Scale 8, Step 3 - 5 Years Longevity Credit (L-1)
Barrett, Jennifer Main Elementary	Resident Educator Mentor Scale 10, Step 1

Becker, Elizabeth Coy Middle School	MS Low Incidence Disability After School Activity Supervisor Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Bernlohr, Beth Main Elementary	LPDC Member Scale 10, Step 1
Bianco, Kelly Ferguson Hall	High School Site Manager - Winter Scale 7, Step 3 - 18 Years Longevity Credit (L-4)
Binkley, Katherine Fairbrook Elementary School	Elementary Unified Arts Student Activity Advisor - Visual Arts Scale 11, Step 3 - 5 Years Longevity Credit (L-1)
Bisignani, Brian Beavercreek High School	High School National Honor Society Advisor (½ Assignment) Scale 11, Step 3 - 5 Years Longevity Credit (L-1)
Blasingame, Alex Non-Licensed, Non-Employee	Assistant 7th & 8th Grade Wrestling Coach Scale 6, Step 3 - 8 Years Longevity Credit (L-1)
Bobbitt, Robert Non-Licensed, Non-Employee	Head Varsity Bowling Coach Scale 4, Step 3 - 10 Years Longevity Credit (L-2)
Boddie, Amber Beavercreek High School	High School Class Advisor (½ Assignment) Scale 10, Step 3 - 13 Years Longevity Credit (L-3)
Bontatibus, Jason Non-Licensed, Non-Employee	Head 7th & 8th Grade Wrestling Coach Scale 5, Step 3 - 14 Years Longevity Credit (L-3)
Brown, Andrew Non Licensed, Non-Employee	High School Winter Percussion Director Scale 6, Step 2 - 1 Year Longevity Credit (L-0)
Broyles, Kathy Beavercreek High School	High School Art Club Advisor Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Burcham, Mindy Beavercreek High School	High School National Honor Society Advisor (½ Assignment) Scale 11, Step 3 - 5 Years Longevity Credit (L-1)
Burk, Danielle Beavercreek High School	High School Speech Team Advisor Scale 8, Step 3 - 3 Years Longevity Credit (L-0)
Callahan, Mindy Main Elementary	Resident Educator Mentor Scale 10, Step 1
Campbell, Anita Main Elementary School	Elementary Unified Arts Student Activity Advisor - Music Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Casanova, Elizabeth Ankeney Middle School	Middle School Art Club Advisor (½ Assignment) Scale 11, Step 1 - 0 Years Longevity Credit (L-0)



Casanova, Elizabeth Ankeney Middle School	Current Interest - After School Homework Helpers (½ Assignment) Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Clevinger, Emily Licensed, Non-Employee	Middle School Competitive Cheer Coach - Winter Scale 10, Step 3 - 9 Years Longevity Credit (L-2)
Clingner, Jeremy Beavercreek High School	Assistant Varsity Wrestling Coach Scale 5 , Step 3 - 15 Years Longevity Credit (L-3)
Clingner, Jeremy Beavercreek High School	Athletic Webmaster Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Clodfelter, Scott Ferguson Hall	Strength and Conditioning Coach Step 4, 5 Years Longevity Credit (L-1)
Conrad, Laura Coy Middle School	Middle School Instrumental Director Scale 11, Step 3 - 7 Years Longevity Credit (L-1)
Courter, Jennifer Fairbrook Elementary	Resident Educator Mentor Scale 10, Step 1
Cox, Lori Main Elementary	Resident Educator Mentor Scale 10, Step 1
Creech, W. Angela Beavercreek High School	High School Yearbook Advisor Scale 6, Step 3 - 34 Years Longevity Credit (L-6)
Curd, Julie Trebein Elementary School	School Webmaster Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Curry, Ann Shaw Elementary	District School Nurse Coordinator Scale 10, Step 3 - 13 Years Longevity Credit (L-3)
Cusick, Eric Beavercreek High School	LPDC Chairperson Scale 10, Step 2
Debord, Jana Beavercreek High School	High School Student Council Advisor (½ Assignment) Scale 10, Step 3 - 22 Years Longevity Credit (L-5)
Dewitt, Deann Main Elementary	Resident Educator Mentor Scale 10, Step 1
Disch, Olivia Non-Licensed, Non-Employee	High School Winter Guard Instructor Scale 6, Step 2 - 1 Year Longevity Credit (L-0)



Draves, Allison Non-Licensed, Non-Employee	Middle School 8th Grade Basketball Cheer Coach - Winter Scale 10, Step 3 - 5 Years Longevity Credit (L-1)
Duke, Lori Coy Middle School	CMS Current Interest Battle of the Books (½ assignment) Scale 12, Step 3 - 5 Years Longevity Credit (L-1)
Duley, Robyn Beavercreek High School	Head Cheerleading Director - Winter Scale 7, Step 3 - 13 Years Longevity Credit (L-3)
Enneking, Jason Beavercreek High School	Director of Friends Ensemble Scale 4, Step 3 - 8 Years Longevity Credit (L-1)
Enneking, Jason Beavercreek High School	Show Choir Combo Scale 10, Step 3 - 8 Years Longevity Credit (L-1)
Evans, Shelby (1 of 2) Valley Elementary	Resident Educator Mentor Scale 10, Step 1
Evans, Shelby (2 of 2) Valley Elementary	Resident Educator Mentor Scale 10, Step 1
Fiegl, Susan Shaw Elementary School	Substance Use Intervention Counselor Scale 9, Step 1 - 0 Years Longevity Credit (L-0)
Fitzpatrick, Emma Licensed, Non-Employee	Assistant High School Marching Band & Summer Band Director (½ Assignment) Scale 4, Step 1 - 0 Years Longevity Credit (L-0)
Frost, Matthew Beavercreek High School	District Music Department Coordinator (½ Assignment) Scale 11, Step 3 - 7 Years Longevity Credit (L-1)
Frost, Matthew Beavercreek High School	High School Pep Band Director (½ Assignment) Scale 9, Step 3 - 20 Years Longevity Credit (L-4)
Frost, Matthew Beavercreek High School	Jazz Ensemble Director Scale 7, Step 3 - 7 Years Longevity Credit (L-1)
Greishop, Luke Coy Middle School	Middle School Instrumental Director Scale 11, Step 2 - 1 Year Longevity Credit (L-0)
Greishop, Luke Coy Middle School	Middle School Jazz Ensemble Director Scale 11, Step 2 - 1 Year Longevity Credit (L-0)

Grilliot, Brent Beavercreek High School	High School Site Manager - Winter Scale 7, Step 3 - 4 Years Longevity Credit (L-0)
Guha, Rahul Beavercreek High School	High School Debate Team Advisor Scale 8, Step 3 - 8 Years Longevity Credit (L-1)
Guttermann, Gregory Non-Licensed, Non-Employee	Head Varsity Ice Hockey Coach Scale 3, Step 3 - 6 Years Longevity Credit (L-1)
Haacke, Amanda Beavercreek High School	Assistant All Stars Dance Team Coach Scale 8, Step 3 - 2 Years Longevity Credit (L-0)
Haacke, Amanda Beavercreek High School	High School Class Advisor Scale 10, Step 3 - 9 Years Longevity Credit (L-2)
Haacke, Amanda Beavercreek High School	Resident Educator Mentor Scale 10, Step 1
Hamilton, William Beavercreek High School	Assistant Athletic Director Scale 1, Step 3 - 4 Years Longevity Credit (L-0)
Harris, Donald Licensed, Non-Employee	Assistant Varsity Wrestling Coach (1/2 Assignment) Scale 5, Step 3 - 13 Years Longevity Credit (L-3)
Harshbarger, Amy Beavercreek High School	Head High School Intramurals Scale 5, Step 3 - 11 Years Longevity Credit (L-2)
Hess, Alyson Non-Licensed, Non-Employee	Assistant High School Swim Team Coach Scale 6, Step 2 - 1 Year Longevity Credit (L-0)
Hill, Laura Shaw Elementary	Resident Educator Mentor Scale 10, Step 1
Hinkle, Lea Ann Main Elementary	District Speech and Language Pathologist Coordinator Scale 10, Step 3 - 8 Years Longevity Credit (L-1)
Hodapp, Douglas Non-Licensed, Non-Employee	Head JV-B Basketball Coach - Boys (1/2 Assignment) Scale 5, Step 1 - 0 Years Longevity Credit (L-0)
Hoelle, Lisa Beavercreek High School	Assistant Varsity Basketball Coach - Girls Scale 4, Step 2 - 1 Year Longevity Credit (L-0)

Howard, Alexandria Non-Licensed, Non-Employee	Varsity Competitive Cheer Coach - Winter Scale 8, Step 2 - 2 Year Longevity Credit (L-0)
Hurley, Sean Coy Middle School	CMS Current Interest A Cappella "Unaccompanied Minors" Director Scale 12, Step 3 - 5 Years Longevity Credit (L-1)
Hurley, Sean Coy Middle School	Middle School Vocal Music Director Scale 11, Step 3 - 8 Years Longevity Credit (L-1)
Kidd, Miranda Main Elementary	Resident Educator Mentor (RESA Facilitator) Scale 10, Step 1
Kirschbaum, Brandi Ankeney Middle School	Resident Educator Mentor Scale 10, Step 1
Kochensparger, Jonathan Beavercreek High School	High School Play Director - Winter Scale 9, Step 3 - 28 Years Longevity Credit (L-6)
Kochensparger, Jonathan Beavercreek High School	High School Scenery and Technical Director - Winter Play Scale 11, Step 3 - 29 Years Longevity Credit (L-6)
Lane, KeiVaughn Non-Licensed, Non-Employee	Head JV-B Basketball Coach - Boys (1/2 Assignment) Scale 5, Step 1 - 0 Years Longevity Credit (L-0)
Laws, Susan Beavercreek High School	Guidance Department Head Scale 9, Step 3 - 7 Years Longevity Credit (L-1)
Lehman, Julie Main Elementary	Resident Educator Mentor (1 of 2) Scale 10, Step 1
Lehman, Julie Main Elementary	Resident Educator Mentor (2 of 2) Scale 10, Step 1
Lehman, Julie Main Elementary	Resident Educator Mentor (RESA Facilitator) Scale 10, Step 1
Lewis, Stephanie Non-Licensed, Non-Employee	Head JV-B Basketball Coach - Girls Scale 5, Step 2 - 1 Year Longevity Credit (L-0)
Lindeman, Theresa Coy Middle School	School Webmaster Scale 11, Step 3 - 11 Years Longevity Credit (L-2)

Lloyd, Bradley Non-Licensed, Non-Employee	Assistant Varsity Ice Hockey Coach Scale 5, Step 3 - 3 Years Longevity Credit (L-0)
Loudenslager, Jennifer Fairbrook Elementary	Resident Educator Mentor Scale 10, Step 1
Loudenslager, Jennifer Fairbrook Elementary	Resident Educator Mentor (RESA Facilitator) Scale 10, Step 1
Marsh-Myers, Heather Beavercreek High School	High School Instrumental Director Scale 7, Step 1 - 0 Years Longevity Credit (L-0)
Marsh-Myers, Heather Beavercreek High School	High School Pep Band Director (1/2 Assignment) Scale 9, Step 1 - 0 Years Longevity Credit (L-0)
Marsh-Myers, Heather Beavercreek High School	Jazz Ensemble Director Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
McAllister, Brett Coy Middle School	Science Department Head Scale 9, Step 3 - 6 Years Longevity Credit (L-1)
McClure, Jill Coy Middle School	Canvas Building Coordinator Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
McClure, Jill Coy Middle School	Middle School National Junior Honor Society Scale 11, Step 3 - 4 Years Longevity Credit (L-0)
McDaniel, Kristine Beavercreek High School	High School Science Bowl Advisor Scale 11, Step 3 - 14 Years Longevity Credit (L-3)
McGriff, Bonnie Beavercreek High School	World Language Department Head Scale 9, Step 3 - 18 Years Longevity Credit (L-4)
McNachtan, Tina Trebein Elementary	Building Technology Leader Scale 8, Step 1 - 0 Years Longevity Credit (L-0)
McCormick, Allison Shaw Elementary	Building Technology Leader Scale 8, Step 1 - 0 Years Longevity Credit (L-0)
McCormick, Allison Shaw Elementary	Resident Educator Mentor Scale 10, Step 1

McKittrick, Sarah Valley Elementary	Resident Educator Mentor Scale 10, Step 1
McQuade, Amanda Preschool	School Webmaster Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Meleason, Christopher Licensed, Non-Employee	Head High School Swim Team Scale 4, Step 3 - 5 Years Longevity Credit (L-1)
Meister, Beth Coy Middle School	Social Studies Department Head Scale 9, Step 3 - 3 Years Longevity Credit (L-0)
Miller, David Fairbrook Elementary	LPDC Member Scale 10, Step 1
Minton, Kristina Coy Middle School	Middle School Power of the Pen Scale 11, Step 3 - 3 Years Longevity Credit (L-0)
Minton, Kristina Ankeney Middle School	Muse Machine Advisor Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
Minton, Kristina Coy Middle School	Muse Machine Advisor Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
Minton, Kristina Coy Middle School	Resident Educator Mentor (1 of 2) Scale 10, Step 1
Minton Kristina Coy Middle School	Resident Educator Mentor (2 of 2) Scale 10, Step 1
Montague, Andrew Beavercreek High School	Health & Physical Education Department Head Scale 10, Step 3 - 6 Years Longevity Credit (L-1)
Myers, Leah Non-Licensed, Non-Employee	Assistant Varsity Gymnastics Coach - Girls Scale 6, Step 3 - 2 Years Longevity Credit (L-0)
Nartker, Chantelle Beavercreek High School	English Department Head Scale 8, Step 3 - 10 Years Longevity Credit (L-2)
Nartker, Christopher Beavercreek High School	High School Chess Advisor Scale 9, Step 3 - 11 Years Longevity Credit (L-2)
Nartker, Christopher Beavercreek High School	Envirothon Scale 11, Step 3 - 2 Years Longevity Credit (L-0)

Napier, Shannon Main Elementary	Resident Educator Mentor Scale 10, Step 1
Neikov, Isidro Non-licensed, non-employee	Assistant 7th & 8th Grade Wrestling Coach (½) Scale 6, Step 3 - 7 years Longevity Credit (L-1)
O'Dell, Erin Coy Middle School	LINK/WEB Advisor Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Osterfeld, Rebecca Coy Middle School	LINK/WEB Advisor Scale 11, Step 3 - 6 Years Longevity Credit (L-1)
Osterfeld, Rebecca Coy Middle School	Resident Educator Mentor Scale 10, Step 1
Osterfeld, Rebecca Coy Middle School	Resident Educator Mentor (RESA Facilitator) Scale 10, Step 1
Oxner, Christina Coy Middle School	Middle School Intramurals Winter Scale 10, Step 3 - 3 Years Longevity Credit (L-0)
Pelphrey, Katherine Beavercreek High School	Business Education Department Head Scale 10, Step 3 - 14 Years Longevity Credit (L-3)
Petitt, William Non-Licensed, Non-Employee	Assistant Varsity Bowling Coach Scale 7, Step 3 - 2 Years Longevity Credit (L-0)
Phillips, Rachael Beavercreek High School	District Music Department Coordinator (½ Assignment) Scale 11, Step 3 - 7 Years Longevity Credit (L-1)
Phillips, Rachael Beavercreek High School	High School Local Scholarship Coordinator Scale 10, Step 3 - 2 Years Longevity Credit (L-0)
Phillips, Rachael Beavercreek High School	High School Vocal Music Director Scale 7, Step 3 - 7 Years Longevity Credit (L-1)
Phillips, Rachael Beavercreek High School	Music Department Head Scale 10, Step 3 - 4 Years Longevity Credit (L-0)
Potter, Camryn Ferguson Hall	Current Interest (Character Club) Scale 12, Step 2 - 1 Year Longevity Credit (L-0)

Reed, Danial Main Elementary	Resident Educator Mentor Scale 10, Step 1
Reedy, Richard Non-Licensed, Non-Employee	Head Varsity Gymnastics Coach - Girls Scale 4, Step 3 - 19 Years Longevity Credit (L-4)
Reidenbaugh, Jessica Beavercreek High School	BHS Current Interest Junior Optimist International Scale 12, Step 3 - 4 Years Longevity Credit (L-0)
Reidenbach, Brandi Coy Middle School	Resident Educator Mentor Scale 10, Step 1
Rice, Katherine Coy Middle School	Special Education Department Head Scale 7, Step 3 - 5 Years Longevity Credit (L-1)
Rice, Katherine Coy Middle School	Resident Educator Mentor Scale 10, Step 1
Riggins, Amanda Beavercreek High School	High School Varsity Dance Team Coach Scale 4, Step 3, 3 Years Longevity Credit (L-0)
Rizzotte, Paige Beavercreek High School	All Stars Dance Team Coach Scale 6, Step 3, 5 Years Longevity Credit (L-1)
Rizzotte, Paige Beavercreek High School	Special Education Department Head Scale 6, Step 3 - 12 Years Longevity Credit (L-2)
Rodgers, Erin Ankeney Middle School	LINK/WEB Advisor Scale 11, Step 3 - 19 Years Longevity Credit (L-4)
Rotella, Kelsey Fairbrook Elementary	Elementary Unified Arts Student Activity Advisor - PE Scale 11, Step 2 - 1 Year Longevity Credit (L-0)
Ruefly, Josalyn Non-Licensed, Non-Employee	Assistant Varsity Cheer Coach Basketball Scale 8, Step 3 - 7 Years Longevity Credit (L-1)
Ruppert, Kaylie Shaw Elementary	Freshman JV-B Cheer Coach - Winter Scale 10, Step 2 - 1 Year Longevity Credit (L-0)
Saben, Richard Coy Middle School	Unified Arts Department Head Scale 8, Step 3 - 8 Years Longevity Credit (L-1)
Schmidt, Matthew Coy Middle School	Building Technology Leader Scale 8, Step 3 - 4 Years Longevity Credit (L-0)

Schoenbaechler, Steve Non-Licensed, Non-Employee	Assistant High School Swim Team Diving Coach Scale 6, Step 3 - 5 Years Longevity Credit (L-1)
Schumacker, Mark Ankeney Middle School	LINK/WEB Advisor Scale 11, Step 3 - 21 Years Longevity Credit (L-5)
Sears, Kimberly Coy Middle School	CMS Current Interest Battle of the Books (½ Assignment) Scale 12, Step 3 - 4 Years Longevity Credit (L-0)
Seilhamer, W. Aric Ankeney Middle School	Head Varsity Basketball Coach - Girls Scale 1, Step 3 - 21 Years Longevity Credit (L-5)
Sergeant, Benjamin Non-Licensed, Non-Employee	Assistant 7th & 8th Grade Wrestling Coach (½ Assignment) Scale 6, Step 1 - 0 Years Longevity Credit (L-0)
Shields, Kayla Beavercreek High School	Assistant Varsity Basketball Coach - Girls Scale 4, Step 3 - 3 Years Longevity Credit (L-0)
Short, Braden Coy Middle School	Resident Educator Mentor Scale 10, Step 1
Sines, Kristen Shaw Elementary	Resident Educator Mentor Scale 10, Step 1
Smigel, Brian Certified Employee	Head 7th & 8th Grade Wrestling Coach Scale 5, Step 3 - 21 Years Longevity Credit (L-4)
Spahr, Susan Beavercreek High School	Art Department Head Scale 10, Step 3 - 6 Years Longevity Credit (L-1)
Spence, Ellen Beavercreek High School	Beavercreek High School Academic Challenge Team Scale 9, Step 3 - 7 Years Longevity Credit - L-1
Spence, Ellen Beavercreek High School	Current Interest - French Club Scale 12, Step 1 - 0 Years Longevity Credit (L-0)
Stamper, Dawn Beavercreek High School	Building Technology Leader Scale 8, Step 3 - 3 Years Longevity Credit (L-0)
Stamper Dawn Beavercreek High School	High School Class Advisor Scale 10, Step 2 - 1 Year Longevity Credit (L-0)



Stamper, Dawn Beavercreek High School	Muse Machine Advisor Scale 11, Step 3 - 11 Years Longevity Credit (L-2)
Stamper, Ronald Beavercreek High School	School Webmaster Scale 11, Step 3 - 7 Years Longevity Credit (L-1)
Streck, Julie Coy Middle School	MS Low Incidence Disability After School Activity Supervisor Scale 11, Step 1 - 0 Years Longevity Credit (L-0)
Sullivan, Collette Beavercreek High School	High School Junior Varsity Dance Team Coach Scale 7, Step 2 - 1 Year Longevity Credit (L-0)
Sumner, Dustine Non-License, Non-Employee	Assistant Varsity Bowling Coach Scale 7, Step 3 - 4 Years Longevity Credit (L-0)
Sumner, Mickenzie Non-License, Non-Employee	Assistant Varsity Bowling Coach Scale 7, Step 3 - 8 Years Longevity Credit (L-1)
Tritschler, Eleanor Beavercreek High School	LPDC Member Scale 10, Step 1
Tritschler, Eleanor Beavercreek High School	Social Studies Department Head Scale 8, Step 3 - 5 Years Longevity Credit (L-1)
Turner, Darcy Valley Elementary	Resident Educator Mentor Scale 10, Step 1
Volmer, Diana Beavercreek High School	Science Department Head Scale 8, Step 3 - 20 Years Longevity Credit (L-4)
Wade, Carolyn Main Elementary	Canvas Building Coordinator Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
Wade, Carolyn Main Elementary	Resident Educator Mentor (1 of 2) Scale 10, Step 1
Wade, Carolyn Main Elementary	Resident Educator Mentor (2 of 2) Scale 10, Step 1
Wade, David Non-License, Non-Employee	Assistant Varsity Wrestling Coach (½ assignment) Scale 5, Step 2 - 1 Year Longevity Credit (L-0)
Webb, Dennis Ferguson Hall	Special Education Department Head Scale 9, Step 3 - 5 Years Longevity Credit (L-1)

Webb, Dennis Ferguson Hall	Assistant Varsity Wrestling Coach Scale 5, Step 3 - 18 Years Longevity Credit (L-4)
Webb, Sarah Beavercreek High School	High School Class Advisor Scale 10, Step 3 - 11 Years Longevity Credit (L-2)
Weisenbarger, Katie Coy Middle School	Language Arts Department Head Scale 7, Step 2 - 1 Year Longevity Credit (L-0)
Weisenbarger, Katie Coy Middle School	Resident Educator Mentor Scale 10, Step 1
Wells, Nicole Non-Licensed, Non-Employee	Middle School 8th Grade Basketball Cheer Coach - Winter Scale 10, Step 1, 1 Year Longevity Credit (L-0)
Whitlow, Melvin Beavercreek High School	AFJROTC Department Head Scale 10, Step 3, 4 Years Longevity Credit (L-0)
Whitlow, Melvin Beavercreek High School	High School AFJROTC Drill Team Scale 6, Step 3 - 4 Years Longevity Credit (L-0)
Wightman, Kristen Coy Middle School	Middle School Intramurals Winter Scale 10, Step 3 - 10 Years Longevity Credit (L-2)
Wilburn, Beth Shaw Elementary	Resident Educator Mentor (1 of 2) Scale 10, Step 1 - 0 Years Longevity Credit (L-0)
Wilburn, Beth Shaw Elementary	Resident Educator Mentor (2 of 2) Scale 10, Step 1
WickSanner, Aeryn Fairbrook Elementary School	Building Technology Leader Scale 8, Step 1 - 0 Years Longevity Credit (L-0)
Williams, Isaiah Non-Licensed, Non-Employee	Head Varsity Basketball Coach - Boys Scale 1, Step 3 - 3 Years Longevity Credit (L-0)
Wise, Gary Non-Licensed, Non-Employee	Head Varsity Wrestling Coach Scale 2, Step 2 - 31 Years Longevity Credit (L-6)
Wisniewski, Katey Parkwood Elementary	Canvas Building Coordinator Scale 10, Step 1 - 0 Years Longevity Credit (L-0)

Certified Personnel  
20 October 2022

Wolf, Allison  
Coy Middle School

MathCounts Team Advisor  
Scale 11, Step 3 - 13 Years Longevity Credit (L-3)

Wolf, Allison  
Coy Middle School

Mathematics Department Head  
Scale 9, Step 3 - 9 Years Longevity Credit (L-2)

**2022-2023 STARBASE WRIGHT PATTERSON AIR FORCE BASE - NOT PAID WITH DISTRICT FUNDS**

Ronnebaum, Alexis Part-Time Instructor	\$150.00 per Day up to 90 Days
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**2022-2023 Intervention Support Teacher**

Carroll, Sophia - Ferguson Hall  
Kustowski, Diana - Beavercreek High School  
Liskowycz, Caitlin - Fairbrook Elementary  
Mailles, Barbara - Ankeney Middle School  
Mills, Trudi - Shaw Elementary  
Ruef, Kathleen - Beavercreek High School  
Suchy, Todd - Coy Middle School

**ACTIVITY STIPEND**

**MIDDLE SCHOOL OUTDOOR EDUCATIONAL OVERNIGHT**

**Professional Staff: \$30/night, for 2 nights**

Back, Jenny  
Bresemann (Clark), Melissa  
Forgie, Emmy  
Gillen, Jennifer  
Nevarez, Kathryn  
Stevens, Shannon  
Wren, Noelle

**WELLNESS COORDINATOR - \$1,000**

McClure, Jill  
Coy Middle School

Wellness Coordinator

**2022-2023 Substitute Teachers**

**Fully Licensed Teacher Substitutes**

Bayer, Sara	3 Year Temporary Mil Duty	AYA 7-12 Integrated Mathematics
Gerhardt, Krista	5 Year Professional	1-8 Licensure
Hamilton-Sosa, Janette	5 Year Professional	HS 7-12 License, French Spanish

Early Childhood Grades (P-3), Reading  
Adolescence to Young Adult (7-12), Integrated  
Social Studies  
Elementary 1-8 and Special Ed. K-12  
AYA 7-12 Integrated Social Studies

Anderson, Heidi	1 Year Substitute
Boehmer, Janet	5 Year Substitute
Galloway, Lydia	1 Year Substitute
Pleasants, Lindsey	1 Year Substitute
Thomas, Salena	1 Year Substitute

Multi Age PK-12 Education Degree - Unlimited  
Multi Age PK-12 Education Degree - Unlimited  
Multi Age PK-12 Education Degree - Unlimited  
Multi Age PK-12 Education Degree - Unlimited  
Multi Age PK-12 Education Degree - Unlimited

Blackman, Dorothy	1 Year Substitute
Boatman, Amy	1 Year Substitute
Clark, Alexis	1 Year Substitute
Dillman, Katherine	1 Year Substitute
Dennison, Macey	1 Year Substitute
Huntzinger, Kathryn	1 Year Substitute
Kmon, Corey	1 Year Substitute
Kreimeyer, Lyrice	1 Year Substitute
Kretz, Andrew	1 Year Substitute
LeBlanc, Keilee	1 Year Substitute
Martin, Christina	1 Year Substitute
Massie, Kristine	1 Year Substitute
Mathews, Stephen	1 Year Substitute
Morlan, Gracie	1 Year Substitute
Mott, David	1 Year Substitute
Ray, Dominique	1 Year Substitute
Reedy, Devin	1 Year Substitute
Rowe, Samuel Tate	1 Year Substitute
Ruhl, Aaron	1 Year Substitute
Salyer, Ashley	1 Year Substitute
Sedivy, Josselin	1 Year Substitute

[illegible]

Durham, Andrea	Dean of Students - Trebein Elementary	5 Days
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Judy Brower

## Robyn Duley

**Assistant Test Coordinator - \$200**

Alexis Howell

**Proctors/Room Supervisors - \$100**

Jana Debord  
Jessica Ewart  
Amanda Haacke  
Amy Mills  
Amber Nichols  
Rachael Phillips  
Craig Trzaska

**SALARY CHANGE ADJUSTMENTS**

Sutton, Melissa  
Jacob-Albrecht, Laurie

From BA Step 0 to Master's Step 6  
From Masters Step 7 to Masters +15 Step 7

**TERMINATIONS**

McNachtan, Tina  
Trebein Elementary School

Resignation, Personal  
School Webmaster - Trebein

Miller, Kori  
Building Technology Leader, Shaw

Resignation, Personal  
Effective August 1, 2022

Conrad, Laura  
Marching Band Supplemental

Resignation, Personal  
Effective September 6, 2022

**ADJUSTMENTS**

**Long Term or Education Degree Substitutes**

Brilla, Tawnee                      **1 Year Sub**

**Multi Age PK-12 Education Degree - Unlimited**

Clevinger, Emily  
**Non-Licensed, Non-Employee**

Middle School Football Cheer 8th Grade - Fall  
Scale 10, Step 3 - 9 Years Longevity Credit (L-2)

Beavercreek City Schools  
3040 Kemp Road  
Beavercreek, Ohio 45431

October 20, 2022

**TO: BEAVERCREEK BOARD OF EDUCATION**

**FROM:** Mr. Paul Otten, Superintendent

**RE:** Classified Personnel

The following individuals are recommended for employment, lateral transfer, leave of absence, promotion, temporary transfer, and termination:

**EMPLOYMENT**

**Building/Office Assistant**

Climie, Mary	Effective October 3, 2022
Building/Office Assistant	Base Contract 2023
Coy Middle School	Step 1/L-0/BCSD 0 Years Exp.
(Replacement)	\$18.48/hr.

**Bus Driver**

Dalie, Melaine	Effective September 19, 2022
Driver	Base Contract 2023
Transportation Department	Step 1/L-0/BCSD 0 Years Exp.
(Replacement)	\$23.18/hr.

Jones, Charles	Effective September 7, 2022
Driver	Base Contract 2023
Transportation Department	Step 2/L-0/BCSD 1 Years Exp.
(Replacement)	\$23.53/hr.

Patrick, Portia	Effective October 3, 2022
Driver	Base Contract 2023
Transportation Department	Step 4/L-1/BCSD 15 Years Exp.
(Replacement)	\$24.07/hr.

Woods, Tresa	Effective September 6, 2022
Driver	Base Contract 2023
Transportation Department	Step 2/L-0/BCSD 1 Year Exp.
(Replacement)	\$23.53/hr.

**Custodian**

Byerly, Jacob	Effective October 11, 2022
Custodian	Base Contract 2023

Classified Personnel  
October 20, 2022

BHS/Ferguson Hall  
(Replacement)

Step 1/L-0/BCSD 0 Years  
\$20.01/hr.

Driver Trainee

Lauden, Michael  
McFarland, Portia  
Wiley, Justin

Monitor

Combs, Brittany  
2 Hr. Monitor  
Valley Elementary  
(Replacement)

Effective October 18, 2022  
Base Contract 2023  
Step 1/L-0/BCSD 0 Years Exp.  
\$18.48/hr.

On Board Instructors

Ford, Katey  
Kardeen, Steve (Alternate)

Special Needs Assistant

Keuper, Melissa  
Special Needs Assistant  
Transportation Department  
(Replacement)

Effective September 26, 2022  
Base Contract 2023  
Step 1/L-0/BCSD 0 Years Exp.  
\$18.48/hr.

Myers, Macy  
Special Needs Assistant  
Transportation Department  
(New Position)

Effective September 12, 2022  
Base Contract 2023  
Step 1/L-0/BCSD 0 Years Exp.  
\$18.48/hr.

Student Nutrition

Miller, Alissa  
Student Nutrition - Hourly  
Valley Elementary  
(Replacement)

Effective October 3, 2022  
Leave-Fill Contract  
Step 1/L-0/BCSD 0 Years Exp.  
\$17.39/hr.

Trochelman, Marina  
Student Nutrition - Hourly  
Ankeney Middle School  
(Replacement)

Effective October 3, 2022  
Base Contract 2023  
Step 1/L-0/BCSD 0 Years Exp.  
\$17.39/hr.

Classified Personnel  
October 20, 2022

Substitute - Building/Office Assistant

Hoover, Christine

Substitute - 2 Hr. Cafeteria Monitor

Bailey, Linda  
Kunz, Kinsey  
Slone, Maria

Blackman, Dorothy  
Morlan, Gracie

Howard, Amanda  
Morrisey, Patricia

Substitute - IMC Technician

Blackman, Dorothy

Reedy, Devin

Wheeler, Jessica

Substitute - Registered Nurse

Anderson, Bichdoan

Substitute - Skills Lab

Reedy, Devin

Substitute - Special Needs Assistant (Instructional)

Hoover, Christine  
Tompkins, Kelly

Howard, Amanda

Morgan, Meghan

Substitute - Special Needs Assistant (Transportation)

Geisel, Sydney  
Keuper, Melissa

Substitute - Student Nutrition

Chamberlain, Katie  
McIntire, Jazmyn

Horne, Carmelita  
Miller, Leslie

Loeber, Candace

Substitute - Study Hall Monitor

Bailey, Linda  
Reedy, Devin

Blackman, Dorothy  
Slone, Maria

Morlan, Gracie

Substitute - Teacher Assistant

Bailey, Linda  
Morlan, Gracie  
Slone, Maria

Blackman, Dorothy  
Morrisey, Patricia

Hoover, Christine  
Reedy, Devin



Classified Personnel  
October 20, 2022

### **LATERAL TRANSFER**

Hardy, Jaimie - Went from 3 hrs. Special Needs Assistant Transportation to 3.25 hrs.

Geisel, Sydney Effective September 19, 2022  
FROM: Student Nutrition, Hourly, Step 1 (Floater)  
TO: Student Nutrition, Hourly, Step 1 @ Shaw Elementary  
(Replacement)

Gold, Vicki Effective October 24, 2022  
FROM: Student Nutrition, Hourly @ Ferguson Hall  
TO: Student Nutrition, Hourly @ Coy MS  
(Replacement)

Williams, Leslie Effective October 10, 2022  
FROM: Custodian, Step 6 @ BHS/Ferguson Hall  
TO: Custodian, Step 6 @ Beavercreek High School  
(Replacement)

### **LEAVE OF ABSENCE**

Dow, Roberta Effective September 19-30, 2022  
Special Needs Assistant (Instructional) 5 Unpaid Days - Other Leave of Absence  
Parkwood Elementary

Espinosa, Courtney Effective September 19, 2022 - May 25, 2022  
Student Nutrition 163 Unpaid Days - Child Care  
Valley Elementary

Hergenrather, Melissa Effective October 12, 13, 17, 18, 2022  
Special Needs Assistant (Instructional) 4.75 Unpaid Days - Medical Leave  
Fairbrook Elementary

Leach, Brittany Effective September 16, 2022  
Special Needs Assistant (Instructional) 1 Unpaid Day - Other Leave of Absence  
Trebein Elementary

Mackie, Crystal Effective September 7-9, 2022  
Driver 3 Unpaid Days - FMLA  
Transportation Department

Mackie, Crystal Effective September 20 - October 4, 2022  
Driver 10.5 Unpaid Days - FMLA  
Transportation Department

Classified Personnel  
October 20, 2022

Slone, Kare  
Courier  
Student Nutrition

Effective October 10, 2022  
1 Unpaid Day - Other Leave of Absence

Zollars, Jennifer  
Receptionist  
Central Office

Effective September 8-14, 2022  
October 18-21, 2022  
10 Unpaid Days - FMLA

### **PROMOTION**

Dalie, Melanie  
FROM: Student Nutrition Hourly, Step 1 at Coy Middle School (2 Hrs.)  
TO: Student Nutrition Hourly, Step 1 at Trebein Elementary (2.5 Hrs.)  
(Replacement)

Effective September 26, 2022

Geisel, Sydney  
FROM: Crossing Attendant, Step 2 at Transportation  
TO: Special Needs Assistant, Step 1 at Transportation  
(New Position)

Effective October 11, 2022  
\$18.48/hr.

Stubbs, Jaclyn  
FROM: Building/Department Office Assistant at Coy Middle School  
TO: Department Administrative Assistant, Step 1, \$27.71/hr.  
(Replacement)

Effective September 19, 2022

### **TEMPORARY TRANSFER TO A HIGH RATED POSITION**

Johnson, Hannah  
Satellite Manager  
Valley Elementary  
(Replacement)

Effective September 19, 2022 - End of Year  
From: Step 1 @ \$17.39 (Hourly)  
To: Step 1 @ \$18.21/hr. (Satellite)

### **TERMINATION**

Corbin William  
Driver  
Transportation Department

Effective October 22, 2022  
Beavercreek 5 Years  
Resignation

Kammer, Brandon  
Special Needs Assistant  
Transportation Department

Effective August 29, 2022  
Beavercreek 1 Year  
Job Abandonment

Peed, Andrew  
Driver  
Transportation Department

Effective October 6, 2022  
Beavercreek 9 Years  
Resignation for the Purpose of Retirement

Classified Personnel  
October 20, 2022

Rengering, Eva  
Registered Nurse  
Coy Middle School

Effective October 21, 2022  
Beavercreek 1 Year  
Resignation

**SERVICE AGREEMENT**

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Beavercreek City School District ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2022 and ending on June 30, 2023. Services will be provided and billed for the 2022-2023 school year.

**1. SERVICES**

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

MD Program

**2. COMPLIANCE**

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

**3. COMPENSATION**

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$321/day** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a monthly basis. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

**4. LICENSURE/CERTIFICATION**

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

**5. MANNER OF PROVIDING SERVICES**

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



employees when they are providing Services to the District. Services shall be provided in accordance with all applicable laws, rules and regulations, including policies and regulations of Montgomery County ESC. At the discretion of Montgomery County ESC, personnel who are assigned by Montgomery County ESC to provide Services may also be assigned to provide services unrelated to the District (i.e., such personnel need not be exclusively assigned by Montgomery County ESC to provide Services hereunder).

## **6. CRIMINAL RECORDS CHECKS ON EMPLOYEES**

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

## **7. EVALUATIONS**

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

## **8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS**

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

## **9. UNEMPLOYMENT**

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

## **10. FORCE MAJEURE**

Neither the District nor Montgomery County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of

governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

**11. ENTIRE AGREEMENT**

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

**12. AMENDMENT**

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

**13. WAIVER OF BREACH**

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

**14. BINDING EFFECT**

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

**15. MEDICAID SCHOOL PROGRAM**

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

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

**For Beaver Creek City Schools:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date

**For Montgomery County ESC:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date



## SERVICE AGREEMENT

2022-2023 School Year

This AGREEMENT shall serve as a contract between the Beavercreek City Schools ("District") and the Montgomery County Educational Service Center ("Montgomery County ESC") beginning on July 1, 2022 and ending on June 30, 2023. Services will be provided and billed for the 2022-2023 school year.

### 1. SERVICES

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

Speech Therapy- 74 days

### 2. COMPLIANCE

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

### 3. COMPENSATION

- a. Based on the estimated cost of the services provided by the Montgomery County ESC, as provided above, the District agrees to pay the Montgomery County ESC the amount of **\$47,967.60** pursuant to R.C. 3313.845 or applicable law. Both the District and the Montgomery County ESC understand and agree that this amount is based on estimated costs only and shall be modified pursuant to Section 3(c) of this Agreement.
- b. The District agrees to make payment in the amount listed in Section 3(a) to the Montgomery County ESC. The Montgomery County ESC will provide the District with an invoice for services hereunder on a **quarterly basis**. Payment is due within 30 days of the District's receipt of each invoice.
- c. Reconciliation of actual costs for said services shall be made at the end of the fiscal year with the final bill representing the actual/adjusted bill for services.

### 4. LICENSURE/CERTIFICATION

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

### 5. MANNER OF PROVIDING SERVICES

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

governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

**11. ENTIRE AGREEMENT**

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

**12. AMENDMENT**

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

**13. WAIVER OF BREACH**

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

**14. BINDING EFFECT**

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

**15. MEDICAID SCHOOL PROGRAM**

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

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

**For Beaver Creek City Schools:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date

**For Montgomery County ESC:**

\_\_\_\_\_  
Superintendent's Signature                      Date

\_\_\_\_\_  
Treasurer's Signature                      Date





## Order Form

Beavercreek City School District

PO Box 30229  
Cincinnati, OH, 45230  
Phone: 513-713-1609  
Email: [accounting@abre.io](mailto:accounting@abre.io)  
Website: [www.abre.io](http://www.abre.io)

**ORDER FORM #BCS07012022b**

**ORDER FORM EXPIRATION: 08-05-2022**

[Click here for the Abre W9](#)

ORDER FORM		
<b>Customer:</b> Beavercreek City Schools	<b>Service Start Date:</b> 07-01-2022	<b>Subscription Period:</b> 36 Months
	<b>Service End Date:</b> 6-30-2025	
<b>Customer Billing Contact:</b> Joy Kitzmiller Treasurer/CFO <a href="mailto:joy.kitzmiller@beavercreek.k12.oh.us">joy.kitzmiller@beavercreek.k12.oh.us</a>	<b>Customer Billing Address:</b> 3040 Kemp Rd. Beavercreek, OH 45431	<b>Agreement Prepared By:</b> Kurtis Hawkins Director of Sales (808) 938-6539 <a href="mailto:khawkins@abre.io">khawkins@abre.io</a>

PRICING				
Software and Services	Term	Quantity	Grade Levels	Price
Abre Platform - School Management Hub, People, Behavior, Forms, Plans	7/1/22-6/30/25	7,600	K-12	\$150,780
Abre Platform - Insights	7/1/22-6/30/25	7,600	K-12	\$71,820
Abre Platform - Partners	7/1/22-6/30/25	7,600	K-12	\$23,940
Abre Platform - Focus	7/1/22-6/30/25	4,000	6-12	\$8,400
Abre Services - Data Triangulation	n/a	1	n/a	\$9,000
Abre Services - Onsite PD	n/a	2	n/a	\$5,000
Abre Services - 3 Webinars Package	n/a	2	n/a	\$2,400
Savings				\$99,532
Total				<b>\$171,808</b>

ORDER FORM #BCS07012022b

INVOICING AND PAYMENT TERMS		
Subscription Period/Total Fees/ Additional Terms	Term Length (months): 36 Total Fees: \$171,808	
Fee Schedule	Invoice Date	Amounts Due Date
\$114,538.67 \$57,269.33	Upon Signature 7/1/2023	Net 30 Net 30
<b>Payment Options</b> <ul style="list-style-type: none"> <li>• Please submit your purchase order to <a href="mailto:accounting@abre.io">accounting@abre.io</a> or to the Abre representative highlighted above.</li> <li>• You will receive an electronic invoice via email to the Customer Billing Contact highlighted above and be given instructions for three payment options including; 1) ACH/wire transfer, 2) credit card, or 3) check. Charges and fees may apply for both ACH and credit card payment options.</li> </ul> <p>Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at <a href="mailto:accounting@abre.io">accounting@abre.io</a>.</p>		

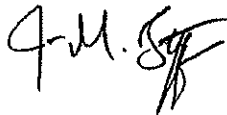
By signing below the parties are accepting the Terms and Conditions (Linked) incorporated into this Agreement.  
Effective Date of Agreement is the date of the last signature affixed below.

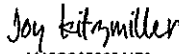
Abre.io, Inc.

Beavercreek City Schools

Signature:

Signature:



DocuSigned by:  
  
 1110CC852094470...

Name: James M. StofferName: Joy KitzmillerTitle: Chief Executive OfficerTitle: TreasurerDate: 07-29-2022Date: 8/2/2022



**Order Form**  
Beavercreek City School District

PO Box 30229  
Cincinnati, OH, 45230  
Phone: 513-713-1609  
Email: [accounting@abre.io](mailto:accounting@abre.io)  
Website: [www.abre.io](http://www.abre.io)

**ORDER FORM #BCS07012022c**

**ORDER FORM EXPIRATION: 10-31-2022**

[Click here for the Abre W9](#)

ORDER FORM		
<b>Customer:</b> Beavercreek City Schools	<b>Service Start Date:</b> 10-01-2022	<b>Subscription Period:</b> 9 Months
	<b>Service End Date:</b> 6-30-2023	
<b>Customer Billing Contact:</b> Joy Kitzmiller Treasurer/CFO <a href="mailto:joy.kitzmiller@beavercreek.k12.oh.us">joy.kitzmiller@beavercreek.k12.oh.us</a>	<b>Customer Billing Address:</b> 3040 Kemp Rd. Beavercreek, OH 45431	<b>Agreement Prepared By:</b> Kurtis Hawkins Director of Sales (808) 938-6539 <a href="mailto:khawkins@abre.io">khawkins@abre.io</a>

PRICING			
Software and Services	Quantity	Grade Levels	Price
Abre Platform - Insights DaaS Upgrade Up to 3 Triangulation Dashboards	1	K-12	\$15,000
<b>Total</b>			<b>\$15,000</b>

INVOICING AND PAYMENT TERMS		
<b>Subscription Period/Total Fees/ Additional Terms</b>		<b>Term Length (months):</b> 9 <b>Total Fees:</b> \$15,000
<b>Fee Schedule</b>	<b>Invoice Date</b>	<b>Amounts Due Date</b>
\$15,000.00	Upon Signature	Net 30
<b>Payment Options</b> <ul style="list-style-type: none"> <li>Please submit your purchase order to <a href="mailto:accounting@abre.io">accounting@abre.io</a> or to the Abre representative highlighted above.</li> </ul>		

ORDER FORM #BCS07012022c

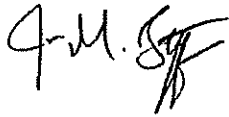
- You will receive an electronic invoice via email to the Customer Billing Contact highlighted above and be given instructions for three payment options including; 1) ACH/wire transfer, 2) credit card, or 3) check. Charges and fees may apply for both ACH and credit card payment options.

Should you need any assistance with setup or have additional questions regarding payment, please contact Accounts Receivable at [accounting@abre.io](mailto:accounting@abre.io).

By signing below the parties are accepting the Terms and Conditions (Linked) incorporated into this Agreement.  
Effective Date of Agreement is the date of the last signature affixed below.

**Abre.io, Inc.**

Signature:



Name:

James M. Stoffer

Title:

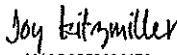
Chief Executive Officer

Date:

10-05-2022

**Beavercreek City Schools**

Signature:

DocuSigned by:  
  
1110CC852094470...

Name:

Joy Kitzmiller

Title:

Treasurer

Date:

10/10/2022



# RICH & GILLIS LAW GROUP, LLC



Jeffrey A. Rich, Esq.  
JRich@RichGillisLawGroup.com

Partners  
Jeffrey A. Rich\*†  
Mark H. Gillis

Associates  
Karol C. Fox  
Kelley A. Gorry \*†  
Richelle L. Thoburn Ford  
Patrick J. Heery

October 7, 2022

Joy Kitzmiller, Treasurer  
Beavercreek City Schools Board of Education  
3040 Kemp Road  
Beavercreek, Ohio 45431

\*†also admitted in AZ & FL  
\*†also admitted in AZ & ID

## Re: Proposal for 2023 Legal Services

Dear Ms. Kitzmiller:

This letter includes our recommendations for our legal services in monitoring your tax duplicate for 2023. As you know by our proven results for your District, not only have we been very successful in raising the values of recently sold property, but we have also been extraordinarily successful in defending against taxpayer reduction complaints and exemption requests which have resulted in substantial tax benefits to the district.

As you are aware, the recent passage of HB126 has made substantial changes to R.C.5715.19 and 5717.01 as it relates to the BOR process and filings. We are currently updating our processes and database to comply with and where necessary challenge those changes. We therefore propose to continue aggressively to monitor and protect your tax duplicate as follows:

### 1. Increase Cases.

a. Pending Cases: We will prosecute all pending sale cases filed for tax years 2021 and earlier years.

b. Current Sales/Transfers: We will examine all current sales occurring in your District. In those cases where the sale/transfer of commercial/industrial properties and other potential income producing/investment properties are under-assessed in relation to their sale price such that the filing of a complaint would be permissible under R.C.5715.19 or otherwise authorized by you to be filed, we will file a complaint with the Board of Revision asking that the value be increased to the sale/transfer price or other evidence of value.

c. Notices and Resolutions: We will prepare and send all notices to property owners required under R.C.5715.19 as amended by HB126. Furthermore, we will prepare and provide to you and the Board all Board resolutions required to be passed prior to the filing of a complaint with the Board of Revision under R.C.5715.19 as amended by HB126.

### 2. Counter-Complaints: We will prosecute all pending Counter-Complaint cases filed

for tax years 2021 and earlier years. We will obtain copies of and review all complaints filed with the Board of Revision by taxpayers for reductions in value for tax year 2022. Where reduction requests appear to be unjustified or if more information is needed to determine the validity of the reduction request and the filing of a counter-complaint would result in a potential tax savings of at least \$1,000, we will file a counter-complaint to defend against those reduction requests. Where approved by you, we will have appraisers review those complaints and assist us in determining the fair market value of the property and so indicate to the Board of Revision at some subsequent hearing.

**3. Other Valuation Cases:** We will prepare and file any other complaints with the Board of Revision authorized by you and will prepare any necessary notices and Board resolutions required under R.C.5715.19 as amended by HB126.

**4. Appeals:** We will file and prosecute any necessary appeals of decisions of the board of revision to the Ohio Board of Tax Appeals and/or the Common Pleas Court as necessary. We will also defend any appeals filed by other parties in matters over which you have authorized us to represent you.

**5. Exempt Properties:** We will continue to review applications filed to exempt parcels from taxation, file objections thereto where the application does not clearly demonstrate that the property is entitled to the requested exemption and attend hearings at the Division of Tax Equalization in order to be certain that no parcel receives an exemption to which it is not entitled.


**6. Tax Abatements and Other Legal Matters:**

We can also assist you with any tax abatement matters or other legal needs including, but not limited to annexations, ordinances, legislative relations with state and local governments, construction and other contract disputes, and public records requests. Please contact us if you would like us to be of assistance in these areas.

As compensation for our services, we propose the following: you will be billed monthly with a fully itemized statement for legal fees and professional services of no less than \$185 per hour and no more than \$265 per hour depending upon the level of skill and experience of the individual in our office handling the task. You will also be responsible for the payment of any out-of-pocket expenses or appraisal costs. However, any such costs that are more than a nominal amount will be pre-approved in writing by you before they are incurred.

We would be happy to meet with you and the Board of Education at any time to review these matters in person. If our proposal meets with your approval, we would appreciate having the Treasurer sign below and return it to us as soon as possible and provide us with any other instructions as you desire. We hope that you continue to agree that for the relatively modest investment you have made in protecting your tax duplicate that you have derived significant benefits. Thank you for your continued confidence.

Sincerely,

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a horizontal line extending to the right.

Jeffrey A. Rich

Enclosure  
JAR/bjl

I have read the Proposal for 2023 Legal Services and hereby authorize Jeffrey A. Rich, Mark H. Gillis and RICH & GILLIS LAW GROUP, LLC, its successors, partners, associates and employees to proceed as described therein for 2023.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joy Kitzmiller, Treasurer  
Beavercreek City Schools



## Beavercreek City School District 2022-2023

2022-2023 School Year eSpark Quote

**Quote Issued:** April 20, 2022

**Quote Expires:** June 30, 2022

**eSpark Learning Signature:**

*David T. Vinca*

**Date:** 04/20/2022

**Print Name:** David Vinca

**Title:** Founder/CEO

**Signature:**

*Penelope R. Rucker*

**Date:** 5/17/22

**Print Name:** Penelope R. Rucker

**Title:** CFO/Treasurer

**Invoice Details:**

**Date to Invoice:** July 1 2022

**Will a PO be required before invoicing? (If applicable)**

☒ Y ☐ N

**PO#:**

**Payment Terms:** Net 30 Days

**Contact for Invoicing:**

**Name:** Holly (Accounts Payable - BCS)

**Email:** holly.horlacher@beavercreek.k12.oh.us

**Phone:** 937-458-2458

**Please return via:**

**Email:** [contracts@eSparkLearning.com](mailto:contracts@eSparkLearning.com)

**Fax:** 312-436-2488 **ATTN:** Accounting

**Mail:** eSpark Inc, 2045 W Grand Ave Ste B #39739  
Chicago, Illinois 60612-1577

**Contract Terms.** This agreement will automatically renew annually unless either party gives written notice of termination at least ninety (90) days prior to expiration of the current Term.

**Terms & Conditions:** This proposal incorporates and is subject to the terms & conditions and privacy policy on our website (<https://www.esparklearning.com/terms>) and constitutes a binding contract entered into between eSpark Inc., a Delaware Corporation and the entity listed above.

**Confidential -** This document contains information that is proprietary and confidential of eSpark, Inc. which shall not be disclosed outside the recipient's organization.





## Beavercreek City School District 2022-2023

2022-2023 School Year | eSpark Quote

Contact Name: Kayla Mallon

Contact Email: kayla@esparklearning.com

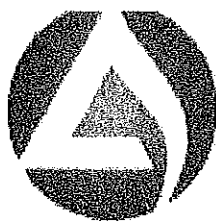
1	eSpark Scope		Price
	Scope	<b>Math &amp; ELA All Gr. K-5</b> <i>*Honoring multi-year discount from 2019-2022 contract</i>	\$143,856 \$138,100*

### Add-On Options:

2	Summer Access (Most Popular Option)		List Price	Select
	Summer 2022	Extend access for your students in the summer <a href="#">One district's success with summer access</a>	*Included	X

3	Live Virtual Professional Development		List Price	Select
	Live PD	Live, customized training (45-60 min) with up to 20 teachers & support staff <a href="#">Overview of customized PD offerings</a>	\$1,000 Per 20 attendees	<input type="checkbox"/> — # sessions

4	Data Analysis & Consultation		List Price	Select
	Data Analysis 2x yearly	Data analysis & recommendations to guide your reflection & celebration <a href="#">Sample 2021-22 data analytics report</a>	*Included	X



AFFORDABLE  
**Language**  
SERVICES

The Right Words Mean Everything

*Service Agreement Prepared Exclusively For*



On-Site Interpreting  
Over the Phone Interpreting  
Video Remote Interpreting  
Video Conferencing Support

August 25, 2022

Cy Zack  
Sr. Account Executive  
O 513.618.0030  
M 513.305.7043

Affordable Language Services is dedicated to our mission of building partnerships, connecting the right people, and making a difference. We have a vision to become the Region's 1<sup>st</sup> choice Language Service Partner. Long-term client partnerships, excellent service combined with skilled Interpreters and Linguists are critical to achieving the mission and vision of our organization.

Our *core values* reflect our approach to service and underscore important aspects of our business approach.

**CARE DEEPLY**

*About the Customer experience*  
*Operational excellence*  
*Each other*

**DEMONSTRATE INTEGRITY**

*Do what we say we will do*  
*Respect & compassion*  
*Absolute honesty*

**TAKE INITIATIVE**

*Leave no stone unturned!*  
*Be proactive*  
*Go above and beyond!*

Our desire is to provide a dynamic solution that is acutely tuned to the needs and growth plans of BEAVERCREEK CITY SCHOOLS. We are focused on providing a centralized, holistic system of service that maximizes efficiency, proactively adapts to your needs, and consistently improves your experience.

**SCOPE OF SERVICE (Specific to this Agreement)**

- Over the Phone Interpreting (OPI) - On Demand & Scheduled
- Video Remote Interpreting (VRI) - On Demand & Scheduled
- On-Site Interpreting
- Video Conferencing

This agreement is valid for execution through September 30, 2022.

Our proposed Service Agreement, based on current conversations, will be in effect through September 1, 2024. This period is defined as the Initial Term.

## INTERPRETING SERVICES

Affordable Language Services will provide BEAVERCREEK CITY SCHOOLS with access to Interpreting Services for communication needs. You need to make sure your BEAVERCREEK CITY SCHOOLS Staff can communicate effectively with consumers, patients, families and each other.

*We make this process simple with a customized secure platform!*

- **On-Site Interpreter**
  - ✓ Affordable Language Services will meet with Key Stakeholders to gain needs' insights and strategically build an Interpreter Program with a service combination of:
    - "Hub" Interpreters
    - Traditional prescheduled (individual) appointments
    - "On-Call" Interpreter program
    - Project Based Interpreters
    - Simultaneous Interpreters
  - ✓ Interpreters are vetted to meet defined standards of performance
  - ✓ BEAVERCREEK CITY SCHOOLS will have access to schedule interpreting appointments through:
    - A dedicated Scheduling Team at Affordable Language Services
    - Secure Scheduling Portal (scheduling and monitoring appointments)
    - Dashboard and Scheduling Platform allows for real time reporting and Appointment visibility
- **Telephonic Interpreting (Over-the Phone/On Demand)**
  - ✓ *ALS will customize for your facility for ease of use and billing accuracy*
  - ✓ Password Bypass
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully Integrated with ZOOM
  - ✓ On Demand access for approximately 185 languages
  - ✓ Availability 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to BEAVERCREEK CITY SCHOOLS facilities via telephone, via computer web browser, or interface on a mobile device through an app for Android or iOS.
  - ✓ Capabilities of routing to US Based Interpreters only
- **Video Remote Interpreting (VRI/On Demand)**
  - ✓ Video Remote Interpreting can be accessed for American Sign Language as well as spoken needs
  - ✓ On Demand languages available 7 days/week – 24 hours/day – 365 days/year
  - ✓ Remote Interpreters are accessible to your facility via computer web browser or interface on a mobile device (phone or tablet) through an APP for android or iOS
  - ✓ APP allows for audio or video call
  - ✓ Dashboard with REAL TIME information
  - ✓ Multi-party video or audio 4-way conferencing
  - ✓ Fully Integrated with ZOOM
  - ✓ Capabilities of routing to US Based Interpreters only



- **Over-the-Phone and Video Remote Interpreting Prescheduled**
  - ✓ For appointments that require prescheduling (i.e., rare languages, lengthy appointments requiring continuity of Interpreter) we can schedule a video or phone Interpreter in advance
  - ✓ Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year
- **Telehealth and Video Conferencing Support**
  - ✓ Capability with most technology platforms enabling the Interpreter to visually join the meeting/appointment
  - ✓ Provides more in depth and desirable outcome for provider and client
  - ✓ Compatible with bedside tablets
  - ✓ On Demand & Prescheduled languages available 7 days per week – 24 hours/day – 365 days/year

## INTERPRETING SERVICES – On Site

### Service Agreement:

SERVICE On-Site Interpreting	MINIMUM HOURS	REGULAR HOURS Rate/Hour	AFTER HOURS Rate/Hour	EMERGENT Rate/Hour
Consecutive Interpreting • SPANISH • Non-Certified Medical/Other	1	\$45/Hour	+\$10/Hour	+\$10/Hour
Consecutive Interpreting • ALL OTHER LANGUAGES • Non-Certified Medical/Other	2	\$48/Hour	+\$10/Hour	+\$10/Hour
Consecutive Interpreting • AMERICAN SIGN LANGUAGE • Non-Certified Medical/Other	2	\$70/Hour	+\$10/Hour	+\$10/Hour
Parking	Provided by Client			
Mileage	At current Federal Rate when applicable			

- Regular Hours' billing rate will be used for all appointments taking place within Business Hours – Monday through Friday 8 AM-5PM
- Emergent and After Hours' billing rate will apply to all times outside of Business Hours, and will include holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)
- Emergent Fee: If appointment is scheduled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the Emergent Hours' rate will apply
- Spoken Language Cancellation Fee: If cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged
- American Sign Language Cancellation Fee: If cancelled with less than 24-hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), the minimum fee will be charged or reserved time whichever is greater
- If Scheduled appointments are longer than 4 hours in duration and cancelled with less than 48 hours-notice reserved time will be charged (travel time Included)
- If the services are required longer than the minimum billable hour(s), appointment will be billed in 15-minute increments
- Invoicing for On-Site Interpreting is weekly and submitted electronically or available via the Beaver Creek City Schools portal
- E-Signatures will be used as Verification of Services

## INTERPRETING SERVICES (Over the Phone and Video Remote)

### Service Agreement:

OVER THE PHONE INTERPRETING (OPI) – ON DEMAND Pricing – Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$ .85
All Other Spoken	\$1.10
VIDEO REMOTE INTERPRETING (VRI) – ON DEMAND Pricing – Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$1.00
All Other Spoken	\$1.30
American Sign Language (Regular Business Hours)	\$1.75
American Sign Language (After Regular Business Hours)	\$2.50
OVER THE PHONE & VIDEO REMOTE INTERPRETING – SCHEDULED Pricing – Non-Certified Medical/Other	
Language	Rate/Minute
Spanish	\$1.10
All other Languages	\$1.40
American Sign Language	\$2.20
DIRECT DIAL SPANISH TO ENGLISH PHONE LINE	
Per Language/per phone line	NA
Set-up Fee	NA

- All **"On Demand" Appointments** are billed by actual minutes utilized per call
- All **"Scheduled" Appointments** for Spoken Languages will be billed for a minimum of 30 Minutes
- All **"Scheduled" Appointments** for American Sign Language will be billed for a minimum of 60 Minutes
- 24 Hour Cancellation is required for Scheduled Appointments - if cancelled with less than 24-Hour notice (dependent upon business hours, defined as Monday – Friday 8 AM-5 PM), Time Reserved will be charged
- Any calls greater than 30 seconds in duration are billable
- It is possible to maintain call recordings for a limited duration of time. Customer needs to agree to call recordings and duration. Associated cost will be added to the monthly invoice.
- OPI/VRI is invoiced monthly, submitted electronically or available via the BEAVERCREEK CITY SCHOOLS portal
- Any scheduled OPI or VRI calls requiring blocks of time and extended duration will have a cancellation policy specific to the project and scope of work

## INTERPRETING SERVICES

### Qualifications & Requirements

It is important that we pre-determine the qualifications and requirements specific to assigned On-Site Interpreters.

The criteria selected will be required for an Interpreter to accept appointments with your facility.

- **BACKGROUND CHECK**

Affordable Language Services requires a background check for all On-Site interpreters

☐ No Requirement

- **DRUG SCREENING**

Affordable Language Services requires a drug screen for all On-Site interpreters

☐ No Requirement

- **MEDICAL**

☐ MMR Vaccine (one-time vaccine)

☐ TB Test

☐ Flu Shot (seasonal, October – April, required annually)

☐ COVID Vaccination

☐ Badge Required

☐ Other: \_\_\_\_\_

☐ No Requirement

- **EDUCATION**

☐ State Testing Training Required

☐ Other: \_\_\_\_\_

☐ No Requirement

- **CALL RECORDING**

☐ Call Recording Duration and associated Monthly Invoice Charge: \_\_\_\_\_

**Parking on Location: (select all that may apply)**

☐ Free/open to park anywhere

☐ Interpreter responsible for cost

☐ Interpreter must park in certain lot/area (please provide instruction on where)

☐ Need Parking Sticker/Badge

## INVOICING INFORMATION

We want to make sure we provide accurate Invoicing for your organization! Please review the fields below and we will discuss your specific requirements, ensuring your information goes to the right contact with the necessary information all the time!

BEAVERCREEK CITY SCHOOLS' INFORMATION				
Company Name:		Billing Address – please list if different than address on left <i>Beavercreek Accounts Payable</i>		
Address:		Billing Address: <i>3040 Kemp Rd.</i>		
City:	State:	Zip	City:	State: Zip
			<i>Beavercreek OH</i>	<i>45431</i>
Client Contact for Services:		Client Contact for Billing: <i>Holly Horlacher</i>		
Phone #:		Phone # <i>937-458-2548</i>		
Email Address:		Email Address: <i>Accounts.payable@beavercreek.k12.oh.us</i>		
Fax #:		Fax #: <i>N/A</i>		
Preferred Method of Payment: ACH or Check				
Credit Card Payment will incur a 3% charge on invoice				
INVOICE HELPS – Please select if these fields are required to be shown on invoices				
PO Required? <i>yes</i>		Other (please specify):		
Cost Center Code(s) Required?		Other (please specify):		
Case Number Required?		Other (please specify):		
Suite/Department Required?		Other (please specify):		

## ONLINE ACCESS

Please list below any staff that will need online access to our software. There is Basic Access, which will allow job viewing or entry only, or Admin Access, which will allow job viewing and entry, as well as financial and reporting access. ALS will provide training on the software to assist your team.

NAME/ROLE	PHONE	EMAIL	ACCESS LEVEL	PLATFORM





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## Company Terms & Conditions

### 1. DEFINITIONS

"Company" means AFFORDABLE LANGUAGE SERVICES, LTD., including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

"Client" means the party hiring Company including without limitation, its agents, employees, subsidiaries, divisions, affiliates and related entities and companies.

### 2. LIMITATION REGARDING RESPONSIBILITY TO CHANGE TRANSLATION WORK

In the case of a translation or transcription, Client agrees to promptly review the work product of Company upon receipt thereof and to notify Company of any errors or omissions in such work product within either seven business days OR one-half the duration of the project (measured from receipt of all source files, approval, and applicable prepayment or purchase order to date of delivery). Failure to raise an objection within this period shall be considered as approval of the work as delivered. Upon timely objection, Company agrees to rectify the following without charge within a reasonable period of time: outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any pre-approved glossary ("Non-Subjective Errors"). All changes requested by the Client other than non-subjective errors or omissions will be subject to additional charges.

### 3. PAYMENT, END USER DATA AND PRICING

#### PAYMENT

Payment is due within 30 days from invoice date. Interest will accrue at one and one-half percent (1.5%) per month on any outstanding balances over 30 days past invoice date.

#### CREDIT CARD PAYMENT

Credit Card payments will incur a 3% charge on invoice.

#### END USER DATA

On occasion, not all end user data associated with an OPI/VRI Session may be collected for multiple reasons, including the inability of the caller to provide accurate requested information. Incorrect end user data will not be reason to deny payment for OPI/VRI services rendered.

#### PRICING

Upon the conclusion of the initial term of the agreement, Company can modify pricing associated with its' services as dictated by business conditions. Such pricing changes must be provided to Client with at least 30 days' notice.



#### 4. NONSOLICITATION

Client shall not at any time and for a period of one year after termination of this contract, directly or indirectly, induce or attempt to influence, contract with, or hire away, any employee or contractor of Company.

Client may avoid this restriction upon payment of a one-time fee of \$5,000.00 provided that before directly hiring any employee or contractor of the company the client must first notify the company of such desire. If the client wishes to pursue hiring any contractor/employee of company, the client is required to inquire of the company management before any communication, even speaking, to said contractor/employee regarding possible direct employment.

#### 5. CONFIDENTIAL INFORMATION

Company shall take reasonable measures to ensure that all communications which are the subject of any work by Company remain confidential. All employees and contractors used by Company are required to sign a confidentiality agreement and are aware that Client communications are confidential. If either Company or Client receives a court subpoena, request for production of documents, court order or requirement of a government agency to disclose any Confidential Information, the recipient shall give prompt written notice to the other party so that the request can be challenged or limited in scope by Company or Client, as appropriate.

Client shall not disclose or permit disclosure to any third party of any information concerning either the means or methods of Company's services nor the fees charged for such services, subject to requirement to release records under Ohio Public Records Law.

#### 6. RETENTION OF SOURCE MATERIALS AND WORK PRODUCT

Unless otherwise agreed in writing, Company shall have no obligation to retain file copies of any source materials provided by Client or work product produced by Company but specifically reserves the right to do so at its sole and exclusive option.

#### 7. CLIENT'S DUTIES AND OBLIGATIONS

##### Purpose and Use of Work

Client shall clearly and specifically indicate the purpose and intended use of any work requested from Company as well as any other specifications regarding the services to be delivered by Company, all of which must be agreed to in writing by Company. Specifically, and without limitation, the Client shall indicate whether any documents submitted to Company will be used as or in bids and tenders, any legal actions, including but not limited to court documents, letters, depositions, etc., contracts of any nature, advertising, printing or publication.



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Client shall cooperate with Company when additional information or collaboration is needed and shall accept liability for any delays resulting from a failure to cooperate.

#### Certifications

The Client shall also make known to Company any certification requirements upon making the request and all other circumstances wherein the services to be provided have a direct relation to life and death consequences, i.e., medical technology, service and operation manuals for machinery and industrial/agricultural equipment, tools, government security clearance, etc. It is understood and agreed that the services to be provided by Company shall be suitable only for the specific use and purpose disclosed by the Client and set forth in the Specifications.

#### Responsibility to Review Invoices and Limitation to Dispute Charges

The Client shall be responsible for reviewing invoices for accuracy and disputing any charges within 14 days of receipt of invoice. For any invoice that has already been paid, the Client may request an audit of billed services and necessary corrections to be made for a period of 60 days from the date the payment is received. Predetermined questions (for OPI and VRI invoicing) that have no response cannot be challenged for accuracy.

### 8. LIMITATION ON WARRANTIES AND COMPANY'S RESPONSIBILITY FOR DAMAGES

Company's sole obligation with respect to any Non-Subjective Error in its work product is to correct such error at no cost to Client. No liability is assumed by Company for any actual or alleged lack of nuance or impact, in particular, and without limitation, as these may relate to expressiveness of a text and its suitability for use by the Client in any particular activities. Unless otherwise agreed to in writing by the Company, Company MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, including but not limited to the availability or timeliness of the performance of any service.

### 9. INDEPENDENT CONTRACTOR

The parties agree that Company's relationship to Client is that of an independent contractor and that nothing contained in this Agreement shall be construed as creating any other type of relationship.

### 10. SEVERABILITY

If any provision of the Company Terms and Conditions or Client Price Sheet or Client Estimate shall be construed to be illegal or invalid, the illegal or invalid provision shall be reformed to the extent possible to give its intended effect and/or meaning and all remaining provisions hereof shall continue in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party.



#### 11. RENEWAL

This agreement will automatically renew for a one-year period upon the conclusion of the Initial Term if neither party provides notification of intent to terminate more than 30 days prior to the end of the term.

#### 12. TERMINATION

Client may terminate services by providing 30 days written notice to Company. Client must pay for any services performed or expenses incurred prior to the termination date, according to the terms in Section 3.

#### 13. WAIVER

No waiver of any breach of any provision of the Service Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement. Failure to enforce any term of the Agreement shall not be deemed a waiver of future enforcement of that or any other term.

#### 14. MODIFICATION

Except as to pricing terms of Section 3, above, this Agreement may not be modified or amended except by a written agreement signed by both parties.

#### 15. GOVERNING LAW

The Service Agreement shall in all respects be construed in accordance with and governed by the laws of the state of Ohio, without regard to its conflict of laws rules.

#### 16. COMPANY'S RELEASE OF INTELLECTUAL PROPERTY RIGHTS

Final release of copyrights or other intellectual property rights for work in printed or electronic form, any audio or video recordings, computer files or graphics, shall only be issued after payment in full of all outstanding balances due to Company.

#### 17. ENTIRE AGREEMENT

This agreement includes all attached exhibits, all of which are herein incorporated by reference. This agreement contains the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This Agreement may be modified only by terms outlined in Section 14.





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#### SIGNATURE

By signing I agree to have read and agree to all pricing and conditions in this document and to Affordable Language Services Terms and Conditions enclosed.

#### AFFORDABLE LANGUAGE SERVICES

Signature: Cy Buck  
Print: Cy Buck  
Title: SR. Account Exec.  
Date: 8/29/2022  
Type: R

#### BEAVERCREEK CITY SCHOOLS

Signature: Joyl Kitzmiller  
Print: Joyl Kitzmiller  
Title: Treasurer  
Date: 8/26/2022

## MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Agreement**") by and between Online School Management Systems, Inc., a Virginia corporation, with its principal place of business located at 22375 Broderick Drive, Suite 130, Sterling, VA 20166 (the "**Company**") and Beaver Creek City Schools, with its principal place of operation located at Beaver Creek High School (the "**Client**") is effective as of **Aug 2, 2022**.

The Company and the Client wish to enter into an agreement whereby the Company will provide online school payment and related services to the Client to facilitate payments for a variety of school activities, events and other items payable from student activity funds. The Client desires to retain the Company to render such services on the terms and conditions set forth below.

THEREFORE, IN CONSIDERATION of the mutual covenants below, the parties agree as follows:

### 1. SERVICES.

1.1 This Agreement sets the general terms for all services that Company provides to Client (the "**Services**"). Subject to the terms of this Agreement, the Company will provide the Services specified in Service Exhibit A (Services and Fees) and Service Exhibit B (Payment Processing Agreement) attached hereto, and any attachments thereto, and such additional Services as are specified in any Service Exhibits that are subsequently executed by the parties and incorporated into this Agreement. Capitalized terms used in a Service Exhibit shall have the meaning set forth in this Agreement unless otherwise defined therein. All Service Exhibits are subject to the terms of this Agreement and may include additional terms specific to the Services they cover. In the event of a conflict between this Agreement and a Service Exhibit, attachment, schedule, or exhibit to this Agreement, the terms and conditions of the Service Exhibit, attachment, schedule, or exhibit will control to the extent of the conflict for the subject matter of such Service Exhibit, attachment, schedule, or exhibit. The Service Exhibits may be amended from time to time by the written mutual agreement of the parties, and any such modified or amended Service Exhibit shall become part of this Agreement and incorporated by reference.

1.2 The Company will perform the Services in a professional manner and in accordance with applicable ethical, industry and professional standards. Each of the Company and the Client shall comply with all applicable laws and regulations. Except for the Company's limited role in processing payments, the Company is not involved in any underlying transaction between the Client and any other person.

1.3 Throughout the term of this Agreement, the Client will provide a relationship manager who will be available to the Company's management as reasonably necessary for discussion, consultation or escalated problem resolution as appropriate.

### 2. PRICING; FEES; ASSESSMENTS.

2.1 In consideration for the Services provided by the Company hereunder, the Client shall pay the Company the fees set forth in Service Exhibit A (Services and Fees).

These fees are in addition to the Client's obligations under Service Exhibit B (Payment Processing Agreement).

2.2 In addition to any rights under a Service Exhibit, the Company is authorized to effect payment of any fees or amounts owed by the Client or to which Company is entitled under this Agreement and any Service Exhibit by deducting such fees or amounts on the dates set forth in Service Exhibit A (Services and Fees) from any balance pending remittance to the Client or by setting off such fees amounts from the proceeds of any transactions processed under Service Exhibit B (Payment Processing Agreement). The Company shall provide the Client a reasonably detailed calculation of the fees payable for such calendar month within fifteen (15) days of the end of each calendar month.

### 3. TERM.

3.1 This Agreement shall commence on the date written above and shall continue for a term of one year. Thereafter, this Agreement shall automatically renew for additional one year terms unless terminated as provided herein.

3.2 Either party may terminate this Agreement at the conclusion of the initial term or any successor term by providing written notice not less than thirty (30) days prior to the end of such term.

3.3 At any time during the term of this Agreement, either party may terminate this Agreement for a breach of a material term or condition of this Agreement that is not cured within thirty (30) days of receipt of written notice of such breach.

3.4 Upon termination of Service Exhibit B (Payment Processing Agreement) during the term of this Agreement, the Company may, in its sole discretion, immediately terminate this Agreement or seek to arrange a replacement payment services agreement with Client. Termination of Service Exhibit B (Payment Processing Agreement) shall be deemed written notice of a breach of this Agreement pursuant to Section 3.3.

3.5 Upon termination of this Agreement for any reason, all Service Exhibits shall also terminate, and the Company shall be entitled to all fees and amounts incurred as of the



effective date of such termination under this Agreement and any Service Exhibit.

#### 4. CONFIDENTIALITY; PRIVACY.

4.1 Neither the Company nor the Client shall, at any time during or after the term of this Agreement, in any manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation, or other entity, or use for its own benefit or for the benefit of any person, firm, corporation, or other entity, any Confidential Information acquired from the other party, its parents or subsidiaries, without the express prior written consent of an authorized executive officer of the other party. For the purposes of this Agreement, "**Confidential Information**" shall include any materials that are so marked or that a reasonable business person would understand to be confidential information of the disclosing party. Each party shall safeguard the Confidential Information of the other party with the same degree of care to avoid unauthorized disclosure as it uses to protect its own Confidential Information of a similar nature, but in no case less than reasonable care.

4.2 The Company shall use commercially reasonable means to ensure the privacy and security of all personal information transmitted electronically to effect the purchase transactions.

#### 5. COMPANY MARKS AND SOFTWARE.

5.1 The Client will not display or otherwise use trademarks, trade names, service marks, names, logos or other marks belonging to the Company in publications, websites or other communications with third parties without the prior written consent of the Company.

5.2 Except as expressly set forth in this Agreement, no assignment, express or implied license, moral rights, or other rights of any kind are granted to the Client regarding the Company's software, web interface, mobile application, or any other interface for accessing the Company Services ("**Software**").

5.3 Subject to the terms and conditions of this Agreement, the Company grants to Client a non-exclusive, non-sublicensable, non-transferable, limited license for the Client's employees to access and use the Software at or for the Client's locations identified in Attachment 1 to Service Exhibit A (Services and Fees).

5.4 The Client agrees not to (i) permit any third party to access the Software, except as necessary for such third parties to make payments to Client, (ii) create derivative works based on the Software, (iii) copy, frame, or mirror any part or content of the Software, or (iv) reverse engineer the Software.

5.5 Notwithstanding the terms of this Section and this Agreement, all proprietary rights to the Software and Company Services, including any new or existing features, extensions, and products that are developed by the Company before, during, or after the term of this Agreement, shall be owned exclusively by the Company.

6. **INDEPENDENT CONTRACTOR.** The relationship between the Company and the Client hereunder is to be that of independent contractors, and at no time shall either party make any commitments or incur any charges or expenses in the name of the other party. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

7. **WARRANTY.** The Company warrants that the Services will be performed in accordance with applicable industry standards. The preceding warranty is the Company's sole and exclusive warranty concerning the Services, and **COMPANY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE OF ANY SERVICES RENDERED PURSUANT TO THIS AGREEMENT.**

8. **LIMITATION OF LIABILITY.** Under no circumstances shall either party be liable to the other party or to any third party for incidental, indirect, special or consequential damages of any kind, including without limitation lost profits and speculative damages, in connection with this Agreement, whether or not such party has been advised of the possibility of such damages.

Neither party's liability with respect to any single incident arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) shall exceed the amount paid, payable, or to be paid by or to such party hereunder in the six (6) months preceding the incident, provided that in no event shall either party's aggregate liability arising out of or related to this Agreement (whether in contract or tort or under any other theory of liability) exceed the total amount paid by or to such party hereunder. Notwithstanding the foregoing, nothing in the Agreement shall limit either party's liability for willful or gross misconduct, criminal acts, or such party's breach of any confidentiality or intellectual property obligations under this Agreement, or such party's repudiation of this Agreement.

9. **EXCLUSIVITY.** During the Term of this Agreement, Company shall be the sole and exclusive provider of the Services for Client, and Client may not procure, solicit, or accept the same or similar services from any third party without Company's express prior written approval in each instance. Any attempt by Client to retain or procure the same or similar services from any third party during the



Term shall constitute Client's material breach of this Agreement.

10. SEVERABILITY; WAIVER OF PROVISIONS. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay of a party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. TAXES. The Client will be responsible for, and will promptly pay, any and all applicable tax for which the Client is liable. Such taxes will be included on statements or calculations of fees only at the Company's discretion or as required by law. The Company and Client agree that some of the Client's locations may legally maintain a tax-exempt status for their purchases and that the Client may from time to time require tax-exempt invoicing. The Company agrees to honor and facilitate such tax-exempt status, provided that the Client provides specific requests for such invoicing and tax exempt documentation, including the details regarding the acceptable form for such request in the applicable jurisdiction.

## 12. DISPUTES AMONG THE PARTIES

12.1. Governing Law; Jurisdiction and Venue. This Agreement, and all the documents referred to in this Agreement, will in all respects be interpreted, enforced, and governed by and under the laws of the State of Virginia, and will be subject to the exclusive jurisdiction of the state and federal courts located in County of Loudoun, Virginia, or federal court for the Eastern District of Virginia, located in the City of Alexandria.

12.2. Arbitration; Waiver of Jury Trial. Any dispute or claim arising out of or relating to this Agreement will be

resolved by arbitration in accordance with the then-applicable Commercial Arbitration Rules of the American Arbitration Association, and judgment on the arbitral award may be entered in any court having jurisdiction thereof. The place of arbitration will be the City of Alexandria, before a single arbitrator. The fees and expenses of the arbitrator and the administering authority, if any, will be paid in equal proportion by the parties. If for any reason a claim proceeds in court rather than in arbitration: (i) judicial proceedings must be brought in the state courts in the County of Loudoun, Virginia, or federal court for the Eastern District of Virginia, located in the City of Alexandria; and (ii) each party waives any right to a jury trial.

13. SURVIVABILITY. Any right, obligation, or provision under this Agreement that, by its description or nature, should survive termination of this Agreement, shall survive the termination of this Agreement, including the terms set forth in Sections 2.2, 3.5, 4.1, 5.1, 5.5, 7, 8.1, 8.2, and 9.

14. GENERAL TERMS AND CONDITIONS. This Agreement sets forth the entire agreement and understanding of the parties with respect to this engagement and supersedes all prior agreements, whether written or oral, regarding the subject matter described herein and may only be amended in writing by duly authorized representatives of each party. This Agreement may not be assigned or delegated by either party without the express written prior consent of the other party. The benefits of, and obligations and liabilities under, this Agreement shall inure to and be binding upon the respective successors and permitted assigns (whether by merger, acquisition or otherwise) of the parties. This Agreement is to be governed by and construed in accordance with the state or commonwealth laws of the Client's principal place of business, without regard to its conflict of law principles. The client agrees to waive any right to participate in any class action against the Company in connection with this Agreement. This Agreement may be executed via facsimile and in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the 1st day of August, 2022.

"COMPANY":

ONLINE SCHOOL MANAGEMENT SYSTEMS, INC.

By: Tony Watkins (SEAL)  
Tony Watkins (Aug 2, 2022 08:31 EDT)

Date: Aug 2, 2022

"CLIENT":

Beavercreek City Schools

By: Joy Kitzmiller (SEAL)  
Joy Kitzmiller (Aug 2, 2022 08:01 EDT)

Date: Aug 2, 2022

## SERVICE EXHIBIT A SERVICES AND FEES

This Service Exhibit A is a part of, and subject to the terms and conditions of, the Master Services Agreement between the Company and the Client. All payment processing services are also subject to Service Exhibit B (Payment Processing Agreement) between the Company and the Client.

### Description of Services

The Company hereby agrees to provide the following services to Client to assist in the provision of online payment options for K-12 schools:

- create, support and maintain a web interface through which online school payments may be made;
- process purchase transactions submitted via the website and provide transaction summaries to the Client and the user;
- facilitate processing of online payments (minus applicable fees payable to the respective credit card company and the Company) to each school's designated bank account on the [1st] and [16th] day of each month;
- provide training to the Client's employees; and
- provide information on compatible readers, dongles, and other hardware for accessing the Company Services, and at the Client's request, sell such hardware for an additional fee

At Client's request, Company can program the web interface to allow for the collection of a convenience fee in connection with any online school payment, as permitted under the Payment Services Agreement.

### Fees

Pursuant to the Master Services Agreement and Service Exhibit B (Payment Processing Agreement), the Company shall facilitate processing of payments to the school bank account(s) designated by the Client the proceeds of all transactions processed through the Services, net of any fees and assessments owed to the Company.

#### Per Transaction Fees

The Company shall collect a flat transaction fee plus and a fee equal to a percentage of the transaction, pursuant to Service Exhibit B (Payment Processing Agreement).

#### Annual License Fees

The Company shall collect an annual fee of **\$0.00** per year for the license to use the Services throughout the Client's entire district or group of sites, regardless of how many Client schools or sites use the Services. This license fee also includes product maintenance and software enhancements.

#### Annual Fee Refund

The Company has an Annual License Fee Refund Program that allows smaller school districts and organizations to lower their cost of use. Under this program, Company will refund to Client the \$500 license fee when the Client's yearly sales volume processed through the Services reaches \$25,000. The yearly sales volume is calculated based on the Client's school year and is reset each year.



**ATTACHMENT 1  
TO SERVICE EXHIBIT A  
CLIENT LOCATIONS**

[List of locations / individual schools / campuses where the payment services will be used]

Beavercreek High School

## Service Exhibit B Payment Services Agreement

This Payment Services Agreement (**Agreement**) is made by and between **Beavercreek City Schools** (**Client** or **Submerchant**), a Government Entity with principal place of operation at **Beavercreek High School**, and **Online School Management Systems, Inc. (Company)**, a Virginia corporation, with principal place of operation at 22375 Broderick Drive, Suite 130, Sterling, Virginia 20166, and is effective as of **Aug 2, 2022**.

This Agreement is in addition to the Master Services Agreement (**Master Agreement**) between Client and Company dated **Aug 2, 2022**, and sets forth the payment services provided under this Agreement (**Payment Services**), which are separate from the services that Company provides under the Master Agreement or any other agreement with Client. If there is any conflict between the terms of this Agreement and the Master Agreement, then to the extent such terms apply to payment processing, the terms of this Agreement will control.

Company is a payment facilitator and Client is a submerchant or sponsored merchant, each as applicable and as defined by Mastercard, Inc. (**Mastercard**), Visa, Inc. (**Visa**), Discover Financial Services, Inc. (**Discover**), American Express Company, Inc. (**American Express**), and certain other payment and debit networks (collectively, **Card Brands**). This Agreement is consistent with the Card Brands' requirement that Submerchant enter in a submerchant or sponsored merchant agreement with Company to receive Payment Services.

### 1. DEFINITIONS

1.1. Capitalized terms not specifically defined herein have the meanings set forth in the Master Agreement.

1.2. **ACH** means the Federal Reserve's Automated Clearinghouse System and an electronic transfer made through the ACH.

1.3. **Authorization** means an approval or the act of obtaining an approval through a Card Brand for an individual Transaction.

1.4. **Brand Marks** means the trade name, trademark, service mark, logo, and logo type of each Card Brand.

1.5. **Brand Materials** means any promotional or instructional materials provided to Submerchant that use or contain any Brand Marks.

1.6. **Card** means a valid credit, debit, charge, stored value, or payment card issued under license from a Card Brand, including other devices and methods authorized by and used to access a Card Brand.

1.7. **Cardholder** means any person authorized to use a Card or the accounts established in connection with a Card.

1.8. **Cardholder Data** means all information that Cardholders provide in the course of completing Transactions with Submerchant, including Card numbers and expiration dates, account numbers, and other personal Cardholder information.

1.9. **Chargeback** means any reversal, return, or invalidation of a Transaction (or portion of a Transaction) through a Card Brand.

1.10. **Force Majeure Event** means any delay or failure of Company to perform its obligations under this

Agreement arising from any cause or causes beyond Company's reasonable control, including natural disasters, infrastructure failures, and civil unrest.

1.11. **Law** means all applicable federal, state, and local laws, statutes, regulations, rules, ordinances, codes, and court orders, and all applicable regulatory orders, directives, and guidance that govern or affect this Agreement or the subject matter hereof.

1.12. **Location** means each separate location, office, building, or branch operated by Submerchant where or for which Submerchant accepts Card payments, provided that each Location must operate under the same employer identification number or tax identification number as Submerchant.

1.13. **Member Bank** means a bank that is a member of the Card Brands and provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank is Wells Fargo Bank, N.A. The Member Bank may be changed at any time without prior notice to Submerchant.

1.14. **PCI DSS** means the Payment Card Industry (PCI) Data Security Standard published by the PCI Security Standards Council.

1.15. **Processor** means a payment processor that supports the Payment Services through its contracts with the Card Brands. As of the commencement of this Agreement, Processor is Heartland Payment Systems, LLC. The Processor may be changed at any time without prior notice to Submerchant.

1.16. **Regulatory Authority** means any federal, state, or local government or any agency, board, commission, court, department, or division thereof, having jurisdiction, supervisory authority, or enforcement powers over any party to this Agreement, but which does not include any Card Brand. Such Regulatory Authorities



include the U.S. Treasury Financial Crimes Enforcement Network (**FinCEN**), U.S. Treasury Office of Foreign Assets Control (**OFAC**), Board of Governors of the Federal Reserve System (**Federal Reserve**), Internal Revenue Service (**IRS**), and Federal Trade Commission.

1.17. **Rules** means the bylaws, operating rules, regulations, policies, and procedures of any applicable Card Brand, including the PCI DSS and any manuals, guides, or bulletins, as in effect from time to time.

1.18. **Security Requirements** means the security requirements under the USA PATRIOT Act and any similar Law and the security requirements of the Card Brands, including where applicable, the PCI DSS, the Visa Cardholder Information Security Program, the Mastercard Site Data Protection Program, and the Visa and Mastercard Data Security Standards.

1.19. **Third Party Agent** or **TPA** means any entity engaged by Submerchant to perform contracted services on behalf of Submerchant.

1.20. **Transaction** means a Card transaction between Submerchant and a Cardholder processed through a Card Brand using the Payment Services that relates to the sale of Submerchant's goods or services to the Cardholder.

1.21. **Transaction Account** means the Submerchant-owned bank account that Submerchant designates to receive Transaction Funds for settlement.

1.22. **Transaction Funds** means the funds processed through the Payment Services and received by Company for payments made by Cardholders to Submerchant for Transactions.

## 2. USE OF THIRD PARTY AGENTS

2.1. Submerchant may contract with Company or other TPAs to perform any or all of Submerchant's duties and requirements under this Agreement, except for any duty or requirement that by its nature must be performed by Submerchant.

2.2. Submerchant must provide Company written prior notice regarding Submerchant's use of any TPA. Submerchant will remain liable for any non-compliance or breach of this Agreement, the Rules, or Law by a TPA.

## 3. THE PAYMENT SERVICES

3.1. Description.

(a) Submerchant is an educational institution or the board or similar governing body responsible for a group or district of educational institutions. The Payment Services allow Submerchant to accept Cards for the payment of fees and costs associated with school-related events and activities.

(b) Company will provide Submerchant with Payment Services in accordance with the terms of this Agreement.

(c) Submerchant will use the Payment Services for only business purposes and not for personal, family, or household use.

3.2. Underwriting and Required Information.

(a) After Submerchant completes an application for Payment Services, such Payment Services will not be available to Submerchant unless and until Company, Processor, and Member Bank confirm that Submerchant is eligible under the Rules and Law to use the Payment Services.

(b) Submerchant authorizes Company to make any investigation of Submerchant's finances, activities, and operations that Company reasonably deems necessary to confirm Submerchant's eligibility for Payment Services. Submerchant agrees to provide Company with any information required to complete such investigation and authorizes Company to share such information with Processor and Member Bank as necessary to provide the Payment Services.

(c) Submerchant agrees that all information Submerchant provides is and will be accurate and complete, and Submerchant agrees to keep such information up-to-date. Upon request, Submerchant will provide (i) the current addresses of all Locations, (ii) a list of all assumed business names used by Submerchant, and (iii) a list of all products and services provided by Submerchant.

(d) Submerchant authorizes Company to make any background, identity-verification, credit, and transaction-verification inquiries that Company reasonably deems necessary and authorizes any credit reporting agency to compile information to answer such inquiries and furnish that information to Company. Submerchant also authorizes Company to share the results of such inquiries with Processor and Member Bank as necessary to provide the Payment Services. If applicable, for any background, credit, or other check or report on Submerchant's owners, officers, directors, or other principals, each in their individual capacities, Submerchant agrees to work with Company to obtain any necessary authorizations from such individuals.

(e) To help the government fight the funding of terrorism and prevent money-laundering, Law may require the Company, Processor, Member Bank, or Card Brands to obtain, verify, and record information that identifies Submerchant, its beneficial owners, officers, and other individuals associated with Submerchant or that have access to the Payment Services. Upon request, Submerchant will provide Company, Processor,



Member Bank, or Card Brands, as applicable, the documentary and other evidence of Submerchant's identity, those of its beneficial owners, or the identity of any individual to whom Submerchant provides access to the Payment Services, to permit those entities to comply with the Rules and Law. Submerchant agrees that Company, Processor, Member Bank, and Card Brands may disclose such information as required to comply with their obligations under Law.

(f) Submerchant will provide Company with written notice, with respect to the Submerchant, of any (i) adverse change in financial condition, (ii) planned or anticipated liquidation or substantial change to the basic nature of its business, (iii) transfer or sale of twenty-five percent (25%) or more in value of its ownership, voting stock, beneficial interest, or total assets, or (iv) levy against twenty-five percent (25%) or more in value of its total assets. Submerchant will provide any such notice not more than three (3) days after Submerchant learns of any such event.

3.3. Equipment. In the event Submerchant rents or purchases any equipment from Company in connection with the Payment Services, Submerchant agrees to abide by the applicable terms and conditions in the Master Agreement.

#### 4. CARD ACCEPTANCE

4.1. Submerchant will honor any valid Card properly tendered by a person asserting to be the Cardholder. Submerchant will only accept Cards for Transactions that are bona fide sales of the Submerchant's goods or services.

4.2. Submerchant will properly disclose to the Cardholder at the time of the Transaction Submerchant's name, return policy, and any limitations Submerchant may have on accepting returned goods. Submerchant's refund policies for purchases made with a Card must be at least as favorable as Submerchant's refund policy for purchases made with any other form of payment.

4.3. Submerchant may set a minimum Transaction amount to accept a Card, provided that such minimum does not differentiate among Card issuers or among Card Brands and that such minimum complies with the Federal Reserve's limits for Transaction minimums.

4.4. Submerchant is required to obtain an Authorization for each Transaction and include the Authorization when transmitting each Transaction. Authorizations are not a guarantee of acceptance or payment of a Transaction, do not waive any provision of this Agreement, and do not otherwise validate a fraudulent Transaction or a Transaction involving the use of an expired Card. Company, Processor, or Member Bank may refuse to authorize any transaction.

4.5. All Transactions are subject to audit and verification by Company, Processor, or Member Bank and may be adjusted for inaccuracies. All credits provided to Submerchant are provisional and subject to Chargebacks and adjustments in accordance with the Rules, irrespective of whether a Transaction is returned or reversed by the Card issuer.

4.6. Submerchant will retain a copy of the sales transmittal for each completed Transaction in accordance with the Rules and Law. Upon request by Processor or Member Bank, Submerchant will provide copies of sales transmittals and other Transaction evidence.

#### 5. COMPLIANCE WITH THE RULES AND LAW

5.1. Submerchant agrees to comply, and to cause its TPAs to comply, with this Agreement, the Rules, and Law, including anti-money-laundering and economic sanctions Law. In the event of any conflict between the terms of this Agreement and the Rules, the terms of the Rules will prevail.

5.2. Submerchant agrees to assist Company, Processor, and Member Bank to monitor Submerchant's compliance with the Rules and Law. Company, Processor, or Member Bank, each in its sole discretion, may suspend processing Transactions for a reasonable period of time required to investigate suspicious or unusual activity, and each will have no liability for any Submerchant losses arising from any such suspension. Company, Processor, or Member Bank, each in its sole discretion, may reverse any Transaction that violates this Agreement, the Rules, or Law, and Submerchant agrees to reimburse Company, Processor, or Member Bank, as applicable, for any such reversal.

5.3. Prohibited Activities. Submerchant must not:

(a) Submit to a Card Brand any Transaction that the Submerchant knows or should know violates Law in either the Cardholder's or Submerchant's jurisdiction;

(b) Submit to a Card Brand any Transaction that the Submerchant knows or should know is fraudulent or not authorized by the Cardholder;

(c) Submit (or resubmit) to a Card Brand any Transaction that was previously a Chargeback;

(d) Submit to a Card Brand any Transaction that represents the refinancing of a debt, including an existing obligation to a Card Brand, an existing debt to the Submerchant that has been deemed uncollectable, or repayment for a dishonored check, except as expressly permitted under the Rules;

(e) Add any tax or surcharge to Transactions, unless Law expressly requires or the Rules expressly permit Submerchant to impose such tax or surcharge (any amounts, if allowed, must be



included in the transaction amount and not collected separately);

(f) Ask or require a Cardholder to complete a document that, if mailed, would display in plain view any Cardholder Data;

(g) Ask or require a Cardholder to waive any dispute rights;

(h) Request or use a Card account number for any purpose other than as payment for its goods or services;

(i) Disburse funds to a Cardholder in the form of cash or scrip unless Submerchant is dispensing funds in the form of travelers checks, in foreign currency, or as part of a Card Brand's cash-back service, each as defined by, and in accordance with, the Rules; and

(j) Disburse funds to a Cardholder in the form of travelers checks if the sole purpose is to allow the Cardholder to make a cash purchase of goods or services from Submerchant.

5.4. For any recurring Transactions, Submerchant will obtain and retain any consents and provide any notices, as required by the Rules and Law.

5.5. Use of Brand Marks and Other Marks.

(a) The Card Brands are the sole and exclusive owners of their respective Brand Marks, and Submerchant's use of Brand Marks and Brand Materials must comply with the Rules.

(b) Processor and Member Bank are the sole and exclusive owners of their respective trademarks, marks, and logos, and Submerchant's use of such marks must comply with Processor's and Member Bank's express policies and written instructions.

(c) At any time and without prior notice, Card Brands may require a change in or prohibit Submerchant's use of Brand Marks and Brand Materials.

(d) Submerchant's right to use Brand Marks and, if applicable, Processor's and Member Bank's marks, will cease upon termination of this Agreement, and Submerchant agrees not to contest the ownership of all such marks for any reason.

5.6. Under the Rules, if Submerchant processes or is anticipated to process greater than \$1,000,000 in Transactions with a Card Brand in any twelve (12) month period (or such other processing threshold as may be established by a Card Brand, respectively), it is required to execute a separate agreement similar in substance to this Agreement, which adds Member Bank as a party.

## 6. SETTLEMENT AND TRANSACTION DISPUTES

6.1. Transaction Accounts.

(a) Submerchant will establish and maintain one or more deposit accounts to be the designated Transaction Account to receive Transaction Funds. Submerchant may establish a single Transaction Account for all Locations or a separate Transaction Account for each Location (or any combination thereof). Submerchant will provide Company with complete information regarding the Transaction Account for each Location.

(b) Submerchant authorizes Company (or its service providers) to initiate ACH credits and debits to the Transaction Account. Such authorization will remain in full force and effect until thirty (30) days after Company receives written notice from Submerchant of termination of this ACH authorization. Company reserves the right to terminate or suspend Payment Services at any time that Submerchant fails to provide an active Transaction Account with an ACH authorization.

(c) To ensure proper remittance of Transaction Funds, Submerchant is solely responsible for providing Company with and maintaining accurate contact, payment, and account information for each Transaction Account, including any applicable tax information.

6.2. Transaction Funds and Remittance.

(a) Transaction Funds, less any amounts Company is authorized to deduct or withhold under this Agreement, will be remitted to Submerchant by ACH to the Transaction Account in accordance with the payment schedule in the Master Agreement. In all cases, remittance to the Transaction Account will occur not later than thirty (30) days after the end of the calendar month in which such Transaction Funds are received by Company.

(b) Submerchant agrees that the deposit of Transaction Funds to the Transaction Account discharges Company, Processor, and Member Bank of any settlement obligation to Submerchant and that any dispute regarding the receipt or amount of settlement will be between Company and Submerchant. Submerchant also agrees that Company, Processor, and Member Bank have no settlement obligation to Submerchant regarding the proceeds from any Transaction that violates this Agreement, the Rules, or Law.

(c) Amounts owed to Submerchant will be calculated solely based on records maintained by Company. It is Submerchant's responsibility to promptly and consistently inspect Submerchant's Transaction and settlement history, and Submerchant must immediately report any possible errors to Company.

(d) If Submerchant believes Company has failed to remit Transaction Funds owed to Submerchant,



Submerchant must notify Company in writing within ninety (90) days of the date of such remittance or from the date when Submerchant purports such remittance would have been due, specifying in reasonable detail the amounts Submerchant believes are owed. Submerchant's failure to so notify Company will result in Submerchant's waiver of any claim relating to such disputed remittance.

6.3. Reserve Account. Company may, in its sole discretion or at the direction of Processor or Member Bank, establish and maintain a deposit account to be funded by Submerchant as security for Submerchant's current and future obligations under this Agreement. Company will determine the amount of such reserve, and Submerchant agrees to deposit that amount in the reserve account. Submerchant also agrees that Company may initiate ACH debits to the Transaction Account or withhold amounts that Company would otherwise pay to the Transaction Account for the purpose of establishing, maintaining, or increasing the balance in the reserve account. Company may, without notice to Submerchant, apply funds in the reserve account against any amounts owed by Submerchant under this Agreement. By executing this Agreement, Submerchant grants to Company a security interest in the funds held in any reserve account established pursuant to this section. Submerchant will not be entitled to a return of any funds remaining in the reserve account for 180 days following the later of termination of this Agreement or submission of Submerchant's last Transaction. Submerchant will remain liable for all fees or amounts incurred after any such return of funds. As of the commencement of this Agreement, there is no reserve requirement.

6.4. Transaction Disputes.

(a) Except for the Company's limited role in processing payments, the Company is not involved in any underlying sale of goods or services by Submerchant. Submerchant agrees that all disputes between Submerchant and any Cardholder relating to a Transaction will be settled between Submerchant and the Cardholder. Company bears no responsibility for such disputes.

(b) Card Brand inquiries about Transactions may cause Processor or Member Bank to Chargeback such Transactions. Processor and Member Bank will offset the value of such Chargebacks from the Transaction Funds that will be received by Company for remittance to Submerchant. If Submerchant disagrees with a Chargeback, Submerchant may request a chargeback reversal within the applicable Card Brand's timeline in the Rules.

(c) Submerchant is subject to each Card Brand's acceptance guidelines, monitoring programs, activity reporting requirements, and limits, including those relating to excessive credits, disputes, and

chargebacks. Excessive Chargebacks may result in violation of the Rules, breach of this Agreement, and suspension of the Payment Services.

(d) Company, Processor, and Member Bank may revoke, reverse, or offset any credit to Submerchant for a Transaction not made in compliance with this Agreement, the Rules, or Law or where such remittance to Submerchant was made erroneously.

7. FEES

7.1. Fees and Other Amounts Owed. Submerchant agrees to pay to Company:

(a) All service and processing fees and other charges specified in the Fee Schedule set forth as Attachment 1 to Service Exhibit B;

(b) Any adjustments, fees, penalties, or costs incurred by Company as a result of any dispute related to Transactions;

(c) Any liabilities or other amounts Company incurs as a result of fraudulent use of Submerchant's terminal for Authorizations, unauthorized use of or access to Cardholder Data on Submerchant's systems, or any other payment transaction alleged to have been processed through the Payment Service; and

(d) Any fees, fines, or penalties imposed by third parties (including Processor, Member Bank, and Card Brands) related to Chargebacks or any returned or cancelled Transaction Funds remittance.

7.2. Submerchant authorizes and directs Company to deduct and set off from Transaction Funds the fees and other amounts Submerchant owes under this Agreement, and Submerchant understands that the Transaction Funds Company remits to Submerchant will be net of these amounts.

(a) In the event that any set off against Transaction Funds is not sufficient to cover the fees and other amounts owed under this Agreement, Submerchant agrees that Company may initiate an ACH debit to any Transaction Account for such amounts.

(b) Submerchant agrees to maintain sufficient funds in the Transaction Accounts to satisfy all obligations to Company, Processor, and Member Bank contemplated by this Agreement. If the fees and other amounts owed under this Agreement or an ACH debit for such amounts causes the balance in a Transaction Account to be less than zero (\$0), Company may charge an overdraft fee or require that Submerchant make a wire transfer to the Transaction Accounts within one (1) banking business day of notice.



7.3. From time to time, Processor, Member Bank, or Card Brands may change the fees each charges for Transactions. Company will provide Submerchant with thirty (30) days written prior notice of all such changes, and Submerchant's submission of a Transaction or continued use of the Payment Services after the effective date of such notice will be deemed acceptance of such change.

## 8. AUDITS, DATA, AND SECURITY

8.1. Cooperation. Submerchant agrees to:

(a) Cooperate in any legal audit, examination, or investigation as may be required by Company, Processor, Member Bank, Card Brands, or any Regulatory Authority; and

(b) Upon request and reasonable prior notice, permit Company, Processor, or Member Bank (or a duly authorized representative thereof) to conduct an on-site inspection of Submerchant's premises and examine Submerchant's books, records, and systems, but only to the extent that each pertains to compliance with this Agreement and the Rules.

8.2. As between Company and Submerchant, all Cardholder Data will be owned by Company. Company hereby grants Submerchant for the term of this Agreement a revocable, unassignable license to use, reproduce, electronically distribute, disclose, and display Cardholder Data solely as necessary to (i) provide Submerchant's products and services, (ii) comply with the Rules and Law, and (iii) assist law enforcement agencies by responding to requests for the disclosure of information in accordance with Law. For purposes of this section, Cardholder Data does not include magnetic stripe, Track-2, CVV2, CVC2, or CID data.

8.3. Submerchant agrees to implement and maintain secure systems for maintaining, accessing, processing, and transmitting Cardholder Data or Transaction information to Company, Processor, and Member Bank. Submerchant will ensure all such systems comply with the Security Requirements and will undertake any required self-assessments, audits, and web infrastructure scans. Submerchant agrees to keep secure all media containing Cardholder Data or Transaction information and destroy in a manner that will render the data unreadable all such media that is no longer necessary or appropriate to store. Submerchant agrees to comply with its obligations under Law regarding the confidentiality, use, and disclosure of Cardholder Data. Submerchant acknowledges that in connection with this Agreement, Company complies with the PCI DSS with respect to Company's systems, policies, and procedures.

8.4. If there is actual or suspected unauthorized access of Cardholder Data or Transaction information in the possession of Submerchant or its TPAs,

Submerchant must immediately notify Company, and in all events no later than forty-eight (48) hours after discovery, and cooperate with Company, Processor, and Member Bank regarding reasonable requests for information regarding the security breach.

8.5. Submerchant will not under any circumstances retain or store magnetic stripe, Track-2, CVV2, CVC2, or CID data after Authorization.

8.6. Submerchant will maintain industry best practices regarding continuity procedures and systems to ensure security of Cardholder Data and Transaction information in the event of a disruption, disaster, or failure of Submerchant's data storage system or facility.

## 9. TERM AND TERMINATION

9.1. The term of this Agreement commences on the date that Master Agreement commences and terminates when the Master Agreement, unless this Agreement is terminated as provided herein.

9.2. Company may terminate this Agreement or immediately cease providing the Payment Services, without prior notice, if:

(a) Submerchant fails to pay any amount to Company when due or fails to maintain a valid Transaction Account;

(b) In Company's opinion, the provision of Payment Services to Submerchant is a violation of the Rules or Law;

(c) In Company's opinion, Submerchant has violated or is likely to violate the Rules or Law;

(d) Company is required to do so by Processor, Member Bank, any Card Brand, or any Regulatory Authority;

(e) Company's agreement with Processor or Member Bank terminates;

(f) Company is deregistered by any Card Brand;

(g) Member Bank ceases to be a member of the Card Brands or to have the required licenses; or

(h) Submerchant is the subject of any bankruptcy or insolvency, or makes an assignment for the benefit of its creditors.

9.3. For breaches of a material term or condition of this Agreement not subject to Section 9.2, either party may terminate this Agreement for any such breach that is not cured within thirty (30) days of receipt of written notice of such breach.

9.4. If this Agreement is terminated for any reason, Submerchant's obligations regarding any Transactions accepted for processing will survive termination, and any amounts owed by Submerchant to Company will become immediately due and payable. Submerchant



authorizes Company to debit such amounts from any Transaction Account, and if the funds in such account are insufficient, Submerchant agrees to immediately pay any remaining amounts owed.

## 10. REPRESENTATIONS AND WARRANTIES

10.1. Submerchant represents the following:

(a) Submerchant and the authorized signatory executing this Agreement have the full power and authority to execute, deliver, and perform this Agreement;

(b) This Agreement is binding and enforceable against Submerchant, and no provision requiring Submerchant's performance is in conflict with its obligations under any agreement to which Submerchant is a party; and

(c) Submerchant has never entered into a payment processing agreement with a third party that has been terminated by that third party.

10.2. Submerchant warrants during the term of this Agreement the following:

(a) Submerchant is duly organized, authorized, and in good standing under the laws of the state, region, or country of its organization and is duly authorized to do business in all other states, regions, or countries in which Submerchant operates; and

(b) Submerchant has not been placed in the Mastercard MATCH system, the Combined Terminated Merchant File, or any similar Card Brand system for tracking high risk merchants.

## 11. INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1. Submerchant agrees to indemnify, defend, and hold Company and its directors, officers, employees, affiliates, and agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Submerchant's use of the Payment Services, (ii) acts or omissions of Submerchant's directors, officers, employees, affiliates, and agents in connection with the Payment Services, (iii) any infiltration, hack, breach, or access violation of the processing system resulting from or in any way related to Submerchant's access to the Payment Services, (iv) Submerchant's breach of this Agreement, and (v) Submerchant's violation of the Rules or Law. This indemnification will survive the termination of this Agreement.

11.2. Submerchant agrees to provide Company with written notice of any alleged breach by Company of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so

provide notice will be deemed an acceptance by Submerchant and a waiver of any and all rights to dispute such breach.

11.3. Company's cumulative liability to Submerchant is limited to direct damages and in all events will not exceed in the aggregate the amount of fees or compensation actually received by Company for the Transactions processed through the Payment Services during the six (6) month period immediately preceding the event that gives rise to the claim for liability.

11.4. The limitation of liability in Section 11.3 will not apply to claims against Company for failure to remit Transfer Funds in accordance with Section 6.2, in which case Company's liability for such direct claim by Submerchant is limited to the amount of any Transfer Funds that Company failed to transfer to Submerchant, subject to Section 6.2(d).

## 12. GENERAL PROVISIONS

12.1. Interpretation.

(a) The words "herein," "hereof," "hereunder," and other words of similar import refer to the Agreement as a whole and not to any particular section or other subdivision.

(b) All variations of the word "include" will be deemed to be followed by the words "without limitation," unless otherwise specified.

(c) The various headings contained herein are for reference purpose only and do not limit or otherwise affect any of the provisions hereof.

(d) It is the intention of the parties that no provision be construed more strictly with regard to one party than with regard to the other.

12.2. Required Amendments. Company may at any time amend this Agreement, including the Fee Schedule, upon notice to Submerchant, provided (i) such amendment is required or caused by a change in the Rules or Law, and (ii) such amendment modifies this Agreement only to the extent necessary to comply with such change in the Rules or Law. Company will use reasonable best efforts to provide such notice at least thirty (30) days prior to implementation of such amendment.

12.3. Survivability. Any right, obligation, or provision under this Agreement that, by its description or nature, should survive termination of this Agreement, will survive the termination of this Agreement, including the terms set forth in Sections 6.2, 6.3, 7.1, 7.2, 8.3, 9.4, 11.1, and 11.3.

12.4. Notices.

(a) Submerchant consents to electronic delivery of documents related to the Payment Services, and accepts any future changes to those documents



that may be electronically delivered. Submerchant agrees to provide and keep current the information that Company needs to communicate with Submerchant electronically.

(b) Except as otherwise provided herein, all notices under this Agreement will be in writing and will be delivered by hand, nationally recognized courier (signature required), registered or certified mail (return receipt requested), or email to the receiving party's address listed below. Notice will be deemed given when delivered by hand to an officer of the party to whom the notice is addressed, on the date of actual receipt when delivered by courier or mail, or within twenty-four (24) of transmittal when delivered by email. Submerchant agrees to keep its contact information up to date and agrees that if any notice sent to Submerchant is not received because Submerchant's contact information on file with Company is incorrect or out of date, Submerchant will be deemed to have received the notice.

(c) Company Address for Notices.

22375 Broderick Drive, Suite 130  
Sterling, Virginia 20166  
admin@osmsinc.com

(d) Submerchant Address & Email for Notices.

joy.kitzmiller@beavercreek.k12.oh.us

Holly.Horlacher@beavercreek.k12.oh.us

12.5. Force Majeure. Company will not be deemed to be in breach of its obligations under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Payment Services to the extent resulting from a Force Majeure Event. Upon such an occurrence, performance by Company will be excused until the cause for the delay has been removed, and Company has had a reasonable time to again provide the Payment Services.

12.6. Taxes. To the extent Submerchant is not exempt, Company, Processor, and Member Bank are required to report to the IRS Submerchant's annual gross processing volume. Company or Processor will provide a form 1099-K, as required by Law. Company may, on behalf of the IRS, collect from Submerchant federal backup withholding upon Transaction settlement if Submerchant does not supply its legal name or tax identification number or if it fails to respond to a request from Company to verify the same.

### 13. MEMBER BANK DISCLOSURES

13.1. Member Bank Contact Information. Wells Fargo Bank, N.A. • P.O. Box 6079 • Concord, California 94524 • (844) 284-6834.

13.2. Company is an agent of Member Bank for the limited purpose of exercising Member Bank's authority under the Rules to enter in agreements with merchants.

13.3. Merchant Resources. As of the commencement of this Agreement, Rules may be downloaded at:

(a) Mastercard: <http://www.mastercard.com/us/merchant/support/rules.html>.

(b) Visa: [http://usa.visa.com/merchants/operations/op\\_regulations.html](http://usa.visa.com/merchants/operations/op_regulations.html).

**ATTACHMENT 1  
TO SERVICE EXHIBIT B  
FEE SCHEDULE**

<b>Processing Fee (includes interchange)</b>	
Visa	4.00%
MasterCard	4.00%
Discover	N/A
American Express	N/A
<b>Authorization Fee (Transactions, Declines, Refunds, Pre-Auths, etc)</b>	
Visa	\$0.35
MasterCard	\$0.35
Discover	N/A
American Express	N/A
<b>Refund Surcharge</b>	
All Card Brands	N/A
Monthly Maintenance Fee	N/A
Monthly Monitoring Service Fee	N/A
Annual Maintenance Fee	N/A
Chargeback Fee	N/A
Retrieval Request Fee	N/A
Representment Processing Fee	N/A
Other Services	
N/A	N/A

Service Fee Form

As a duly authorized representative of **Beavercreek City Schools** (name of school/district), I authorize Online School Management Systems, Inc. ("OSMS"), to set our service (handling) fee for transactions paid via credit card. I accept that the credit card service fee will be applied to all OSMS modules at the appropriate site(s). This includes but is not limited to: OSP, OTR, OSR, OMS, OSC etc. I understand that by submitting this form, and selection of the Service Fee, I will likely alter the total amount of funds I will receive from OSMS Inc. Finally, I acknowledge that credit card companies (Visa, MasterCard et al.) must be paid their processing fees, of which makes the bulk of the OSMS service fee.

## School Pays

Type	Service Fee	Generic Example for \$100 Item
Parent Pays	Fee will be added to the subtotal	\$100.00 + \$4.35 = \$104.35 total charged. School receives \$100.00
School Pays	Fees removed of net	\$100.00 - \$4.35 = \$95.65 sent to school. No additional fees

Joy Kitzmiller  
Joy Kitzmiller (Aug 2, 2022 08:01 EDT)

Authorization Signature

Joy Kitzmiller

Print Name

Aug 2, 2022

Date

joy.kitzmiller@beavercreek.k12.oh.us

E-mail

937-426-1522

Phone Number








# Beavercreek City Schools OSP Master Agreement

Final Audit Report

2022-08-02

Created:	2022-08-01
By:	Mallory Harvey (mallory@edlio.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4drVElcgAEHbFG5cdPX0Nev25M_GTviE

## "Beavercreek City Schools OSP Master Agreement" History

-  Document created by Mallory Harvey (mallory@edlio.com)  
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-  Document emailed to Joy Kitzmiller (joy.kitzmiller@beavercreek.k12.oh.us) for signature  
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-  Email viewed by Joy Kitzmiller (joy.kitzmiller@beavercreek.k12.oh.us)  
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## EDUCATIONAL INSTITUTION AGREEMENT

This EDUCATIONAL INSTITUTION Agreement (hereinafter "Agreement") is entered into this 1st day of August, 2022, by and between **Beavercreek City Schools** located at 3040 Kemp Rd Beavercreek, OH 45431, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Prestige Place, Suite 160 Miamisburg, OH 45342 referred to in this Agreement as "MAXIM."

### RECITALS

**WHEREAS**, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in Ohio and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

**WHEREAS**, MAXIM operates a healthcare staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

### ARTICLE 1. TERM OF AGREEMENT

**Section 1.1 Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

**Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### ARTICLE 2. RESPONSIBILITIES OF MAXIM

#### **Section 2.1 Services.**

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified healthcare providers (i.e. LPNs, RNs, and other various health services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental healthcare staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- C. **Manage Care.** Services will be determined by the individual medical plan of care and maintained by Maxim Healthcare Services. The medical plan of care will be provided to Maxim Healthcare personnel by school staff in collaboration with Maxim and the district nurse.

**Section 2.2 Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

**Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

**Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.



**Section 2.6 Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

### **ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

**Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to: Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.13, Section 3.14, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

**Responsibility for Distance Learning Service(s).** EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

**Section 3.2 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

**Section 3.3 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

**Section 3.4 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of

the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

**Section 3.5 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

**Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

**Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

**Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

**Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

**Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized,



EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

**Section 3.11 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

**Section 3.12 Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable Incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

**Section 3.13 Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

**Section 3.14 Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

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## **ARTICLE 5. COMPENSATION**

**Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- ☐ Weekly  
☐ BI-weekly  
☒ Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Beavercreek City Schools  
3040 Kemp Rd  
Beavercreek, OH 45431  
ATTN: Jeff Madden**

**Section 5.2 Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

**Section 5.3 Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 5.4 Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

**Section 5.5 Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

## **ARTICLE 6. GENERAL TERMS**

**Section 6.1 Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

**Section 6.2 Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

**Section 6.3 Indemnification.** MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such

negligent acts, errors or omissions is imposed upon the Educational Institution Indemnites in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnites for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnites") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnites in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnites for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

**Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

**Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Beavercreek City Schools  
3040 Kemp Rd  
Beavercreek, OH 45431  
ATTN: Jeff Madden

Maxim Healthcare Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:  
Maxim Healthcare Services, Inc.  
2 Prestige Place, Suite 160  
Miamisburg, OH 45342  
ATTN: Pearce Skinner

**Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

**Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability

of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

## **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 7.1 Confidentiality.**

**A. MAXIM/EDUCATIONAL INSTITUTION Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the



party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

**B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

**C. Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

**D.** The obligations set forth in this Section shall survive the termination of this Agreement.

## **Section 7.2**

**HIPAA/FERPA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

**Data Security.** EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI

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will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally Identifiable Information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

BEAVERCREEK CITY SCHOOLS:

Penny Rucker  
Signature  
Penny Rucker  
Printed Name & Title  
7-11-22  
Date

MAXIM HEALTHCARE SERVICES, INC.:

Brian K. Brown  
bbrown@maxhealth.com  
Signature  
Brian Brown, Assistant Controller  
Printed Name & Title  
07/19/2022  
Date



**ATTACHMENT A**  
**Beavercreek City Schools STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 1st December 2022:

Service	Rate (per hour)
Hourly Licensed Practical Nurse (LPN)	\$60 per hour
Hourly Registered Nurse (RN)	\$65 per hour

**Annual Rate Increase.** An annual rate increase of 0% will be added to each services type listed above every year on Effective Date.

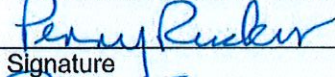
**Mileage.** Mileage will be charged at \$0.00 per mile.

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Quarantine.** CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

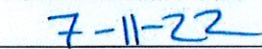
BEAVERCREEK CITY SCHOOLS:



Signature



Printed Name & Title



Date

MAXIM HEALTHCARE SERVICES, INC.:



Signature xhealth.com

Brian Brown, Assistant Controller

Printed Name & Title

07/19/2022

Date





Business Consulting, Inc.

P.O. Box 476, New Albany, Ohio 43054 ~ 614-580-8544 or ~Fax 614-656-7526

June 17, 2022

Penny Rucker, Treasurer/CFO  
Beavercreek City Schools  
3040 Kemp Road  
Beavercreek, OH 45431

Thank you to our current and new clients for selecting K-12 Business Consulting for your FY23 Five Year Forecast. You join over 27% of Ohio's schools in selecting our service. We strive to offer you an accurate and user-friendly forecasting model, customized to each district's revenues and expenditures, supported by highly skilled associates.

In FY22 we were pleased that our overall forecasting accuracy for all clients on Line 1.07 revenue was 98.3% accurate from the November 2021 vs. May 2022 forecasts. A little better than last year's 97.8% but considering the new state funding model, numerous federal, state and local funding anomalies this past year we feel that is a great overall number. The sub-total of all our clients Line 1.07 revenue was estimated at \$3.79 B and revenues came in at \$3.86 B. We are pleased with this accuracy and thank each of you for your help and assistance in gathering the data it takes to make the revenue projections this accurate. It is a team effort with our forecasters and you!

On the expense side total client Line 4.05 expense estimates were \$3.95 B for FY22 in November 2021 and based on updated May 2022 estimates they are \$3.86 B which is roughly 97.8% of estimate. We have historically been 97% to 98% of original estimates which represents treasurers' tendency to estimate expenses a little higher than you hope, especially with uncertain times. This year we saw ongoing savings due to ESSER funding lifting burdens from the General Fund. We are pleased with an overall expense accuracy of 97.8% given such uncertainty and we congratulate each of you for your work on expenses.

With FY23 there should be solid estimates of state revenue, however, FY24-FY27 will be difficult to project with a likely recession in Spring 2023 and a new state budget. On the expense side make sure you bring your ESSER costs back to the General Fund when they expire if you intend to keep those costs. This can present a serious concern for you if these dollars are not factored into your forecast when ESSER runs out.

We continually monitor funding and will keep your models updated. But, it is not all about the model, it also helps to have over 350 years of combined experience on our team of experienced school treasurers as our forecasters who are here to help and work with you.

I have enclosed a copy of the K-12 Five Year Forecasting Program Agreement. Please sign acknowledging the agreement and services provided and return a copy to me with your purchase order via us mail or scanned and emailed. If you have any questions, as always, feel free to call or text me at 614-580-8544 or email me at [cmohr@k12consulting.net](mailto:cmohr@k12consulting.net).

The K-12 Forecast team looks forward to working with you on your forecast and other challenging opportunities you might encounter this year. Have an enjoyable and safe rest of your summer.

Sincerely,

Christopher S. Mohr  
President

*"Effective School Solutions"*

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## K-12 BUSINESS CONSULTING, INC. OHIO FIVE-YEAR FORECASTING PROGRAM CUSTOMER AGREEMENT

This Five-Year Forecasting Program Agreement ("Agreement") is made and effective July 1, 2022, through June 30, 2023, with the option for a one (1) year extension, by and between K-12 Business Consulting, Inc. ("K-12 Business Consulting") Beaver Creek City Schools ("Customer"). K-12 Business Consulting has developed and issues subscriptions to users of its forecasting program marketed under the name K-12 Business Consulting, Inc. Ohio Five-Year Forecasting Program. The Customer desires to utilize a copy of the forecasting program to prepare its required Ohio Five-Year Forecast, document assumptions, estimate property taxes, state basic aid funding and accumulate all other facets of the required Five-Year Forecast.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, K-12 Business Consulting and the Customer agree as follows:

### **1. Subscription.**

K-12 Business Consulting hereby grants to Customer a non-exclusive, limited subscription to use the forecast program on a per copy per device basis for the period July 1, 2022, through June 30, 2023. The Program is issued through subscription, not sold. The model and notes are copyright protected with the United States Copyright Office. K-12 Business Consulting is not responsible to provide Microsoft Excel®, Word® or Power Point® 2010 or later editions which supports the full features of the forecasting Program, and further does not warrant that key feature of the Program will work on earlier versions of Microsoft Excel®, Google Docs or other non-excel spreadsheet platforms. K-12 Business Consulting will notify customer if the Program documents are updated on newer Microsoft Excel®, Word® or Power Point® versions as that may occur. Updates to the newer versions of Microsoft Office Products are the customers responsibility.

### **2. Restrictions and Intellectual Property and Copyright Protection**

Customer acknowledges that the K-12 Business Consulting model and notes are registered, and copyright protected, and shall not modify, copy, duplicate, reproduce, license, or sublicense the Forecasting Program documents developed by K-12 Business Consulting. Customer shall not sell, transfer or convey the Forecast Program documents or any right in to anyone else without the prior written consent of K-12 Business Consulting; provided that customer may make backup copies of the forecast model for archival purposes; Customer agrees that the forecasting program and any other intellectual property received from K-12 Business Consulting is solely and exclusively owned by K-12 Business Consulting, and same shall be maintained in strictest confidence, and not used in any way not expressly authorized by this Agreement. Failure to renew the annual subscription to the forecasting program nullifies client's rights to use the program documents including forecast spreadsheet and note language at the end of the agreement.

### **3. Fee & Payment.**

In consideration for the use of the Forecast Program, Customer agrees to pay K-12 Business Consulting the sum of NineThousand Five Hundred and no dollars (\$9500) license fee paid corresponding to the required November 2022 and May 2023 Five Year Forecast updates established in Ohio Revised Code. Payment will be billed fifty percent (50%) each upon filing of the forecast in November and May during the fiscal year. Payment will generally be due within 30 days of receipt of invoice by Customer. Site visits if requested will be billed at the IRS mileage rate and One Hundred Twenty-Five dollars (\$125.00) per hour for time spent onsite and travel time at 50% of this rate. If additional filings at other times are required, an additional fee will be determined based on work required for the filing with a minimum of four (4) hours charged per filing.

### **4. Program Maintenance & Support.**

a. Standard maintenance. During the Agreement period, K-12 Business Consulting shall provide to Customer

any new, corrected or enhanced version of the program documents as created by K-12 Business Consulting. Such enhancement shall include all modifications to the forecast program which increase the speed, efficiency, functionality or ease of use of the forecast model, or add additional capabilities or functionality to the forecast model, including any substantially new or rewritten versions of the forecast model components. This will include any revisions or updates made to the Ohio Department of Education Five-Year Forecast format, additions or subsequent Federal or State Stimulus additions to the Forecast, and changes to the state foundation formula in FY23 due to changes made in the state budget, and, as it may be modified or amended.

b. **Program Support.** During the agreement period, Customer will receive support for the Forecasting Program, training and assistance to use the program including instruction on data required, use of the data in the program and linkages between data in the program. Limited levy modeling assistance for typical levy types will be provided Customer. Customer will provide K-12 Business Consulting access to operating data downloads for advice and training to be provided to Customer. Any assumptions made in the Five-Year Forecast documents and model concerning growth in revenues, expenses and cash balances, and any other judgments on estimates in components of these forecasted items is the responsibility of the Customer.

#### **5. Warranty of Title.**

K-12 Business Consulting hereby represents and warrants to Customer that K-12 Business Consulting is the owner of the Forecast Program model, notes and presentations or otherwise has the right to grant to Customer the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Customer's sole remedy shall be to require K-12 Business Consulting to either: i) procure, at K-12 Business Consulting's expense, the right to use the forecasting model, or ii) replace the forecast model or any part thereof that is in breach and replace it with functionality that does not cause any breach.

#### **6. Warranty of Functionality.**

a. For a period of the subscription agreement noted above following delivery of the Forecasting Program to Customer (the "Warranty Period"), K-12 Business Consulting warrants that the Program shall perform in all material respects according to the K-12 Business Consulting's specifications concerning the Program when used with the appropriate computer equipment and Microsoft Excel®, Word® and Power Point® 2010 or later version. Functionality is not guaranteed if using Google Docs or other non-excel format full featured spreadsheet. In the event of any breach or alleged breach of this warranty, Customer shall promptly notify K-12 Business Consulting. Customer's sole remedy shall be that K-12 Business Consulting shall correct the forecasting program model so that it operates according to the warranty. This warranty shall not apply to the forecasting model if modified by anyone or if used improperly or on an operating environment not approved by K-12 Business Consulting.

b. In the event of any defect in the media upon which the forecasting program and model is provided arising within Warranty Period following delivery of the model, upon return to K-12 Business Consulting of the forecasting model on the original media, K-12 Business Consulting shall provide Customer a new copy of the Forecasting Model and documents.

#### **7. Exclusion of Warranty.**

This warranty does not cover problems caused by Customer acts (or failures to act), the acts of others, or events beyond K-12 Business Consulting's reasonable control. Any assumptions used in the Five-Year Forecast model concerning growth in revenues, expenses and cash balances, and any other judgments on estimates in components of these forecasted items is the responsibility of the Customer.

#### **8. Limitation of Liability.**

K-12 Business Consulting shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether K-



12 Business Consulting was advised of the possibility of such losses in advance. In no event shall K-12 Business Consulting's liability hereunder exceed the amount of license fees paid by Customer, regardless of whether Customer's claim is based on contract, tort, strict liability, and product liability or otherwise.

**9. Notice.**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to K-12 Business Consulting:

K-12 Business Consulting, Inc.  
Attn: Chris Mohr, President  
P.O. Box 476  
New Albany, Ohio 43054

If to Customer:

Beavercreek City Schools  
Attn: Treasurer/CFO  
3040 Kemp Road  
Beavercreek, OH 45431

**10. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

**11. No Assignment.**

Neither this Agreement nor any interest in this Agreement may be assigned by Customer or K-12 Business Consulting without the prior express written approval of both parties.

**12. Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

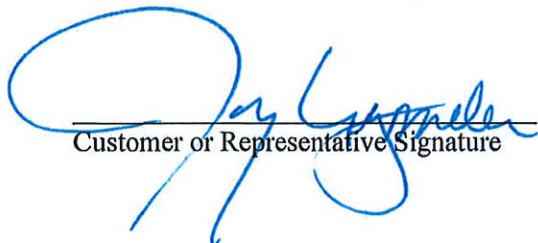
**13. Severability.**


If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**14. Headings.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, K-12 Business Consulting and Customer have executed this Five Year Forecast Program Agreement on August 1, 2022.

  
Customer or Representative Signature

  
\_\_\_\_\_  
K-12 Business Consulting, Inc.





## Schedule A

## SALES ORDER

Company Address: 121 NW Everett Street  
Portland, OR 97209  
License Start Date: 07/01/2022  
License End Date: 06/30/2023

Created Date: 05/25/2022  
Quote Number: 00062321  
Partner ID: 9185

Prepared By: Bronwyn Kotarski  
Phone:  
Email: bronwyn.kotarski@nwea.org

Contact Name: Beth Sizemore  
Phone: (937)426-1522  
Email: beth.sizemore@beavercreek.k12.  
.oh.us

Bill To Name: Beavercreek City Schools  
Bill To Address: 3040 Kemp Road  
Beavercreek, OH 45431

Ship To Name: Beavercreek City Schools  
Ship To Address: 3040 Kemp Rd  
Beavercreek, OH 45431

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$6.30	2,300	\$14,490.00	-\$1,610.00
MAP Growth Science (Add-On)	\$2.50	\$2.50	1,700	\$4,250.00	-\$0.00
MAP Growth K-12	\$14.50	\$13.00	5,239	\$68,107.00	-\$7,858.50

Quote Discount -\$9,468.50  
Quote Subtotal \$86,847.00  
Estimated Tax \$0.00  
**Grand Total \$86,847.00**

## Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

**General.** If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.





**Signature**

DocuSigned by:

*Joy Kitzmiller*  
9DC624760173433...

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Joy Kitzmiller

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

8/2/2022

Title \_\_\_\_\_

Treasurer



## Schedule A

## SALES ORDER

Company Address: 121 NW Everett Street  
Portland, OR 97209  
License Start Date: 07/01/2022  
License End Date: 06/30/2023

Created Date: 08/01/2022  
Quote Number: 00062321  
Partner ID: 9185

Prepared By: Bronwyn Kotarski  
Phone:  
Email: bronwyn.kotarski@nwea.org

Contact Name: Beth Sizemore  
Phone: (937)426-1522  
Email: beth.sizemore@beavercreek.k12.  
.oh.us

Bill To Name: Beavercreek City Schools  
Bill To Address: 3040 Kemp Road  
Beavercreek, OH 45431

Ship To Name: Beavercreek City Schools  
Ship To Address: 3040 Kemp Rd  
Beavercreek, OH 45431

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	\$7.00	\$6.30	650	\$4,095.00	-\$455.00
MAP Growth Science (Add-On)	\$2.50	\$2.50	625	\$1,562.50	-\$0.00
MAP Growth K-12	\$14.50	\$13.00	5,239	\$68,107.00	-\$7,858.50

Quote Discount - \$8,313.50

Quote Subtotal \$73,764.50

Estimated Tax \$0.00

**Grand Total \$73,764.50**

### Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

**General.** If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.



**Signature**

DocuSigned by:

*Joy Kitzmiller*  
FA0F8A872040473...

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Joy Kitzmiller

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

8/8/2022

Title \_\_\_\_\_

Treasurer

## SERVICES AGREEMENT: STUDENT RESILIENCY COORDINATORS

The Services Agreement ("Agreement") is made between the BEAVERCREEK SCHOOL DISTRICT BOARD OF EDUCATION (hereinafter "Board") and DAYTON CHILDREN'S HOSPITAL, an Ohio non-profit corporation, (hereinafter "DCH") effective the 14 day of July, 2022 (the "Effective Date"). Board and DCH are collectively referred to herein as the "Parties" or individually as a "Party."

### RECITALS

WHEREAS the Board desires to contract for Student Resiliency Coordinator services ("SRC Services") from DCH in order to serve the students at Beaver Creek City Schools ("BCS").

WHEREAS DCH shall be the sole provider of SRC Services to students of BCS pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the obligations of the Parties herein and for adequate consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Personnel. During the Term of this Agreement, DCH shall provide SRC Services as follows:

- a. Student Resiliency Coordinators. DCH shall provide Student Resiliency Coordinators ("SRC") to provide SRC Services at mutually agreed upon Beaver Creek School locations and at such times that are agreed to by the Parties. All SRC personnel shall be required to have a bachelor's degree with experience in the field, or a master's degree in social work, counseling, or a related field. If they qualify for a counseling or social work license in Ohio, they shall always maintain this licensure.
- b. Manager. In addition to SRC personnel, BCS shall reimburse DCH for 160 hours of a manager's salary and benefits per SRC to provide the required supervision of the SRC personnel and to serve as a liaison between the SRC personnel and the schools and administrative tasks.
- c. Personnel Defined. "Personnel" shall mean all SRCs including the SRC Manager.
- d. Independent Contractor Status. All Personnel providing SRC Services under this Agreement shall always remain employees of DCH. Personnel shall provide SRC Services at the joint direction of Beaver Creek school administration and the SRC Manager in accordance with this Agreement, and the Personnel shall have no authority to bind the Board. The BCS administration and the SRC manager shall meet and confer to discuss any disagreements concerning directives and shall exercise good faith efforts to resolve any disagreement. No directive will be effective until the disagreement is resolved.
- e. Work Conditions.
  - i. Work Rules and Conduct Policies. All Personnel shall comply with the policies, rules, and regulations of the Board and shall follow the directives of the Superintendent and the SRC Director. Notwithstanding the foregoing, no Board policies, rules, or regulations concerning compensations shall apply to Personnel.
  - ii. Background Check. All Personnel shall be required to satisfactorily complete a criminal background check and drug screening in accordance with applicable state law and Board policy. Criminal background checks and drug screenings required by this Agreement shall be paid for by DCH.
  - iii. Hours of Work. Personnel, as made available by DCH under this agreement, shall provide SRC Services up to 40-hours per week in accordance with BCS calendar and DCH pay periods which would equal ten (10) months (Aug – May). SRC staff will work during the hours school is in session plus after classroom instruction hours for paperwork, community contacts, and family sessions. SRC personnel shall be required to meet with parents, students, and staff before or after school day hours on occasion.



- iv. Workdays. Personnel shall work at Beaver Creek School(s) during the academic year, including student days, professional days, and in-service days, as set forth in the school calendar adopted by the Board of Education, which may be amended by mutual agreement of the Parties.
- v. Selection of Personnel. DCH shall select all personnel, subject to the approval of the designated BCS administrators. At any time, any of the Personnel may be replaced by another DCH employee upon request of either of the parties.

2. SRC Services. "SRC Services" include, but are not limited to the following:

- a. The SRC will be assigned to a BCS school building as mutually agreed by the Parties and will manage a caseload of tier one and tier two students identified as needing resiliency skill development and supports which include referring students and their families for counseling and other social determinants of health needs. Caseload size will be approximately twenty (20) students/families with supervisory approval to increase with consideration given to level of capacity of staff and student needs.
- b. BCS will assign a "gatekeeper" for each school building who will work with the DCH Manager to mutually agree on referrals for the SRC caseloads after a review of the student needs.
- c. SRCs must have parental/guardian signed consent to work with the students identified for their caseload. They cannot work with students who are not on their caseload other than providing resource information to the family.
- d. BCS gatekeepers and DCH manager will review referrals for closure where SRCs have not been able to get parental response after 2 weeks of varied day and time contact attempts.
- e. SRCs shall provide timely mental health attention and referrals to students and families on their caseload.
- f. Licensed SRCs can provide crisis intervention services for students on their caseload.
- g. SRCs shall, to the extent permitted by law, communicate with parents of students to determine whether counseling or other interventions are appropriate.
- h. SRCs shall serve as a liaison between BCS administration, DCH, parents, and students to ensure the proper administration of mental and behavioral health services and resiliency services for students.
- i. SRC Director and SRC Manager shall supervise all SRCs and serve as a liaison between the SRCs and the Board administration.
- j. Personnel shall identify and implement best practices with respect to mental and behavioral health and increasing resiliency with input from the BCS administration and DCH.
- k. Personnel shall participate in all professional development relevant to the SRC Services as determined by BCS administration or other necessary meetings with the Board administration.
- l. Personnel shall protect all student confidential information and health care information as required under federal and state law.
- m. SRC Manager will track all students' caseload information. DCH will provide quarterly reports on jointly developed metrics to the fullest extent permitted by law.

3. Term of Agreement. The term of this Agreement ("the Term") shall be for a period of one (1) year, commencing on the Effective Date and lasting for one (1) school year (Aug – May) unless otherwise terminated pursuant to Section 6 Termination below. This Agreement shall automatically renew for consecutive one (1)-year periods (each, an "Extension Term") unless either Party provides written notice of its intent not to renew within one hundred twenty (120) days prior to the expiration of the then current Term. The use of "Term" hereafter shall refer to the Term and an Extension Term(s).

4. Obligations of the Parties:

- a. Board's Responsibilities. The Board shall provide personnel with securable office space and reasonable use of equipment and supplies necessary to provide the SRC Services.

- b. Meetings. The SRC Director, SRC Manager and BCS Administration shall meet regularly to review the progress and effectiveness of this Agreement.
5. Fees. The Board shall pay DCH a Fee for the provision of SRC Services as set forth in Exhibit A as agreed to by annually by the parties in writing before the commencement of SRC Services for the academic year. The "Fee" shall include the salary and benefits of the Personnel, market salary adjustments, and any overhead costs. DCH shall invoice the Board monthly for the Fee each month (spread out over a twelve-month billing cycle). The Board shall submit payment to DCH within thirty (30) days of receiving the invoice.
6. Termination:
- a. Either Party may terminate this Agreement without cause by providing sixty (60) days written notice.
  - b. In the event that either Party breaches its material obligations under this Agreement and fails to cure or substantially cure such breach (provided the breach is capable of a cure) within fourteen (14) days or provided the breaching party is actively engaged in curing the breach and fully cures the breach in reasonable time after receipt from the non-breaching Party of a reasonably detailed notice describing the breach, the non-breaching Party may terminate this Agreement by written notice to the Party in breach with a fourteen (14)-day written notice.
  - c. All notices required under this Section 6 shall be sent by certified mail, return receipt requested or by overnight common courier with confirmed receipt, to the address of each Party currently on file with each Party.
7. Insurance. DCH will provide professional malpractice liability insurance for the Personnel, in an amount of not less than \$1,000,000 per occurrence/\$3,000,000 aggregate limits, so as to provide coverage on matters that occurred during the term of this Agreement. The Board shall provide evidence of Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate limits. Coverage shall be on an occurrence basis, name DCH as an additional insured and be primary and non-contributory of any coverage maintained by the Board. Coverage shall be provided by a carrier authorized to issue policies in the State of Ohio. A thirty (30) day notice of cancellation, non-renewal or material change shall be provided by the insurance company to DCH. Coverage shall also be endorsed to provide a waiver of subrogation to DCH. The Board shall provide evidence of Commercial General Liability coverage as noted above along with Automobile Liability, Educators Legal and Workers Compensation. The Automobile limit shall be \$1,000,000 per occurrence/\$3,000,000 aggregate limits on an occurrence basis.
8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. Prior Agreements/Entire Agreement. This Agreement, together with all Exhibits referenced, attached and/or incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, oral and written, among the Parties with respect to the subject matter hereunder. In the event of any conflict between the terms of this Agreement and any exhibit incorporated or referenced herein, the terms of this Agreement shall control.
10. Amendment. This Agreement may only be amended in writing signed by each of the Parties. No term or condition of this Agreement shall be deemed waived, except by written agreement signed by each party. No single waiver of any term or condition of this Agreement shall be deemed a continuing waiver unless so indicated in a written instrument signed by the Party charged with the waiver.
11. Severability. Should any provision of this Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other

than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

12. Assignment/Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors, assignees and transferees. No Party may assign this Agreement or the rights, interests or obligations hereunder without the written consent of the other Party.

13. Business Associate Agreement. The Parties shall enter into a Business Associate Agreement in the form attached hereto as Exhibit A and incorporated herein by reference. The Board will obtain any and all parental authorization required for the sharing of any Protected Health Information, as defined in 45 CFR Section 160.103, between the Parties.

14. Governing Law. This Agreement will be governed and interpreted under and in accordance with laws of the state of Ohio, without regard to its choice of law provisions. All claims, disputes, controversies and other matters in question arising out of or related to this Agreement or any breach thereof shall likewise be determined by recourse only to the courts of the State of Ohio located in Montgomery County or in the United States District Court of the Southern District of Ohio, and both Parties hereby consent to the jurisdiction of said courts to decide said issues.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the Effective Date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

"DCH"

"BOARD"

DAYTON CHILDREN'S HOSPITAL,  
an Ohio non-profit corporation

BEAVERCREEK CITY SCHOOLS  
DISTRICT BOARD OF EDUCATION

By: \_\_\_\_\_  
Deborah A. Feldman  
President and CEO

By: Penelope Rucker 7/4/2022  
Name: Penelope Rucker  
Its: Treasurer/CFO



**Wise Medical Staffing**

*Serving All Your Medical Staffing Needs*

# **Staffing Services Proposal and Contract**

**For**



3040 Kemp Rd  
Beavercreek, Oh 45431

937-458-2433 (office)  
937-371-0372 (cell)

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## History

Wise Medical Staffing, Inc. is part of the Wise Staffing Group. The Wise Staffing Group was established in 1987 by Human Resource Professionals having a combined experience of over fifty years in Employee and Labor Relations.

Realizing the complexity of the recruitment function and the relationship of many other Human Resource factors, the Wise Staffing Group established a mission to provide a contingent Human Resource Companies with specialized associates to support the client company's needs.

The Wise Staffing Group's ability to provide the client company's total needs has resulted in satisfied customers from small proprietorships to Fortune 500 companies in Alabama, Arkansas, Georgia, Indiana, Kentucky, Mississippi, Ohio, South Carolina, Tennessee, and West Virginia.

## Mission Statement

This mission statement of Wise Medical Staffing is to provide our customers with a quality service they can rely on to complete their staffing needs, on both a temporary and permanent basis.

- *WISE MEDICAL STAFFING* will provide clients with qualified personnel in a timely, accurate and professional manner whenever and for whatever time is required.
- *WISE MEDICAL STAFFING* will offer assignments to our employees appropriate to their skills, experience and needs.
- In turn, *WISE MEDICAL STAFFING* will receive both the satisfaction of service well done and a profit that warrants continued service.

*WISE MEDICAL STAFFING* will do all of the above by establishing a close working relationship based on honesty and trust with all our clients.

## Company/Job Savvy

We at Wise Medical Staffing are committed to providing dependable, qualified workers. We share *Beavercreek City Schools* commitment to providing a quality service and consistently work toward being superior to competitors in fulfilling our customer's needs. We are dedicated to our customer's needs and the needs of our employees as well. Before candidates are recruited, a list of job specifications will be used to determine the necessary skills, physical strengths and personal characteristics required.

**Quality/Skill Screening Program**

Certain parameters can be used to judge the productivity of employees, and to a certain extent, education and experience are good indicators. Of course, more experience and higher education doesn't always mean greater productivity. Over qualifications can sometimes lead to boredom and therefore less production, which often is not the case with less experience and less education. The key is to make sure that all parameters are met between the employee's education, experience, and the basic requirements of the job.

**☒ Reference Checks**

Only candidates with favorable references will be considered for assignment. Permission is obtained from all applicants for past employment as well as personal references.

**☒ Drug Screens**

Drug screens will be performed on all Wise Medical Staffing, Inc. or full time *Beavercreek City Schools* employees. Drug screens will be performed for pre-employment, random and/or for cause. Results can be forwarded to *Beavercreek City Schools* within minutes by way of phone or fax. There is no cost billed to *Beavercreek City Schools* for the performance of drug screens on Wise Medical Staffing, Inc. employees.

**☒ Criminal Background Checks**

In connection with their application for employment, all applicants understand that an investigative consumer report may be requested that will include information as to their character, work habits, performance and experience, along with reasons for termination of past employment. They understand as directed by company policy and being consistent with the job described, Wise Medical Staffing, Inc. may be requesting information from public and private sources about their worker's compensation injuries\*\*, driving record, court record, criminal record, education, credentials, credit, and references.

**☒ COVID Vaccination**

All applicants that are working under the terms of this contract will provide proof of vaccination or completed medical/religious exemption form for client review. Client will have the ability to accept or decline candidate after reviewing the COVID vaccination documentation.

\*\*Medical and worker's compensation information will only be requested in compliance with the federal Americans with Disability Act (ADA) and/or any other applicable state laws.

**Employee Orientation****☒ Safety/Quality/Work Training**

Protecting lives and providing a healthier workplace is one of the goals Wise Medical Staffing, Inc. strives for everyday with safety being paramount. Safety begins with the pre-screening of perspective employees, which is key to qualifying or disqualifying individuals before the application is given. To further qualify individuals the application itself includes:

- Substance Abuse Policy
- Toxicology Testing Consent
- Release of Criminal Records
- Essential Functions/ Job Description
- Safety Rules
- Policies and Procedures
- Post Conditional Job Offer Questionnaire (Contingent upon conditional offer of employment)
- Personal Protective Equipment

Wise Medical Staffing, Inc.'s safety program includes a "Safety & Behavior Employee Productivity Training" video. Our safety training also includes Hazardous Communication, Personal Protective Equipment, and Bloodborne Pathogens. Our trained staff counsels all employees on the client's expectations and productivity requirements. Employees are aware they can expect safety inspections and can expect warnings or termination if violations are found.

All temporary employees sent to *Beavercreek City Schools* must first complete an orientation specific to *Beavercreek City Schools*, supplied by *Beavercreek City Schools* and administered by a Wise Medical Staffing, Inc. supervisor. If *Beavercreek City Schools* does not supply a specific orientation, Wise Medical Staffing, Inc. will administer a standard orientation which can be customized specific to *Beavercreek City Schools*.

**☒ Standard Orientation**

- Safety issues
- Safety warning/attendance warning notice
- Safety equipment required by *Beavercreek City Schools*, Wise Medical Staffing, Inc. or employee provided
- 30/ 60/ 80 Day Evaluation Policy
- Dress code guidelines
- Payroll policy for personnel assigned to *Beavercreek City Schools*
- Reporting injury procedures
- Procedures for calling in, absentee, tardiness or emergency



**Recruiting Plan**

To provide superior service with qualified individuals, Wise Medical Staffing, Inc. recognizes the need to recruit on a continuous basis. We strive to recruit not only skilled employees, but people dedicated to their job. They must be dependable, cooperative, flexible and generate a positive attitude.

Recruits may be obtained from many sources, to include:

- Calls from applicants and applications on file
- Internet recruiting sites/social media sites
- Referrals by employees
- State Employment Offices
- Establishment of recruiting sites within 50 miles for temporary assignments
- Career placements recruited through Wise Medical Staffing, Inc.'s eleven state network or beyond
- Job fairs, flyers, churches and family agencies in the recruiting areas

**Support Services**

All Wise Medical Staffing, Inc. personnel will be trained and knowledgeable of *Beavercreek City Schools* policy and procedures. A trained and experienced staff member with working knowledge of *Beavercreek City Schools* and its environment will be made available on a 24 hour as needed basis.

**Monthly Statistical Report**

A report can be customized to support *Beavercreek City Schools* in tracking productivity, turnovers and attendance on a monthly basis.

**Comply with Company Billing Process**

Billing can be customized to *Beavercreek City Schools* needs by providing:

- Weekly invoicing, with time slips attached
- Separate invoicing for prior week endings
- Departmentalized invoicing
- Invoice by purchase/and or job order numbers

## COMPLIANCE WITH LAWS

Client and Provider agree to adhere to and comply with any and all applicable federal, state or local laws, regulations or ordinances, including those prohibiting employment discrimination or harassment in employment discrimination or harassment based upon race, sex, national origin, religion, age, disability or sexual preference and those relating to occupational health and safety standards, including those standards promulgated under the Environmental Protection Act.

Provider shall keep and maintain all required personnel records, shall collect and file all employee taxes applicable to its employees.

Provider will ensure that all employee records and processes comply within all JCAHO standards, and understands records are subject to verification and review by Client. Records will include, at a minimum, criteria-based job description, competency check list, verification of licensures, current CPR, and supply appropriate education history.

## PROTECTED HEALTH INFORMATION

Provider, its agents and employees acknowledge that it may have access to confidential protected health information (PHI) including, but not limited to, patient identifying information. Provider agrees that it (a) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (d) will ensure that all subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Provider is bound; (e) will report to Client any unauthorized use of or disclosure immediately upon becoming aware of it; (f) will indemnify and hold Client harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Provider of any PHI; (g) make available PHI in accordance with 45 CFR 164.524; (h) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526; (i) make available the information required to provide any accounting of disclosures in accordance with 45 CFR 164.528; (j) make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Resources, governmental officers and agencies and Client for purposes of determining compliance with 45 CFR 164.500-534;

(k) upon termination of this Agreement, for whatever reason, it will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of Client which Provider maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and (l) will comply with all applicable laws and regulations, specifically including the private and security standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended from time to time. Provider recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this Agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against Provider.

## CONTRACT FOR STAFFING SERVICE

This contract is entered into effective and between Wise Medical Staffing, Inc., hereby known as Provider, and Beaver Creek City Schools hereby known as the Client. This contract is for specific work for the Client at various work sites according to the specifications and requirements established by the Client. As independent contractors, we have the understanding we are not exclusive contractors.

It shall be the Client's responsibility to provide Provider with a description of the work to be performed by Provider's personnel: indicating (1) Number of workers requested (2) an accurate description of the nature of the specific assignment to be performed by the workers (3) the credentials the worker must possess (whether under OSHA, or other federal or state law, regulation, permit or approval, or Client requirements) in order to perform the specific responsibility (4) the nature and extent of training documentation that must be applied (5) the nature and level of personal protective equipment the worker will need.

Criminal checks and drug screens are performed prior to assignment by the Provider. Records of physicals and Mantoux on Provider's employees will be current when employed and updated on a yearly basis. Certificate or License is confirmed with state registry before assigning employee. It shall be the Provider's responsibility to recruit and refer personnel to the Client who meet the specifications set by Client. Provider will exercise due diligence in checking references and background information on employees assigned to Client.

## RELATIONSHIP OF PARTIES

It is agreed that, in securing personnel for the Client, Provider is functioning solely as a provider of temporary services personnel. Workers placed with and accepted by the Client are employees of Provider, for the completion of specific assignments and will function solely under the direction, control and authority of the Client.

## PERSONNEL TO BE FURNISHED

Provider warrants that all personnel referred to Client are properly qualified to perform the specific assignment as defined by Client and have the requisite training, education, experience and certification as specified by Client.

The Client has the right to review the qualifications and experience of any worker referred to it prior to retention to make certain that he/she possesses the necessary training, education, experience and certifications to perform the services required by the Client. The Client has the right to reject the assignment of any specific worker.

The Client reserves the right to have removed from the premises any worker, who in its sole judgment and discretion displays inappropriate conduct, unsatisfactory work and/or performance of unsafe work habits.

Confidential Information:

(a) Client and Provider acknowledge and agree that each will have access to, or become acquainted with, Confidential Information of the other. For the purposes of this Agreement, "Confidential Information" shall mean any information of either part whether or not developed by the other, including but not limited to preexisting or new information which relates to all ideas, designs, methods, discoveries, improvements, products or other results of consulting services, trade secrets, product data and specifications, proprietary rights, business affairs, product developments, customer information or employee information. Confidential information does not include any information that:

1. either party can prove was known prior to the date of this Agreement any other agreement between the parties hereto, without an obligation to keep it confidential;
2. either party can prove was lawfully obtained from a third party without any obligation of confidentiality;
3. is or becomes part of the public domain through no act or violation of any obligation of either party; or
4. is required to be disclosed by court order or operation of law.

(b) Non-Disclosure: The parties acknowledge and agree that their Confidential Information constitutes valuable trade secrets of each other. The parties shall keep all Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without the other's prior written consent, disclose or otherwise make available, directly or indirectly, any item of Confidential Information to anyone. The parties shall use the Confidential Information only in connection with this Agreement, and neither party shall disclose Confidential Information to any third party, nor use Confidential Information for its own benefit, except as may be necessary to perform its obligations pursuant to this Agreement or as expressly authorized in writing by the other party, as the case may be.

#### INSURANCE

Provider agrees to cover all temporary employees provided to the Client for the following insurance coverages. Provider shall, during the term of this agreement, maintain (1) Worker's Compensation at least equal to the minimum statutory-mandated amount for the state in which the work is being performed. (2) General Liability insurance that has been amended to provide limited medical service coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

#### INDEMNIFICATION

Provider shall provide temporary employees for selection and retention by the Client who have the training, education and experience as well as verbal references and recommendations.

Provider does hereby agree to reimburse, indemnify and hold harmless Client for any claim, loss, damage or injury (including reasonable attorneys' fees and costs incurred in defending such claims) sustained by Indemnitee arising from the activities of any temporary employee provided by Indemnitor to Indemnitee to perform work for Indemnitee on its premises. Notwithstanding the foregoing, Indemnitor's obligation to indemnify Indemnitee under this agreement shall be limited as follows:



- 1) Indemnitor agrees to provide Workers' Compensation insurance coverage for such temporary employees and Indemnitor's obligations to Indemnitee for any Workers' Compensation claims made by such temporary employees shall be limited to the coverage provided by Indemnitor's Workers' Compensation insurance coverage in effect at the time of the claim.
- 2) With respect to any other claims arising which are not covered by Workers' Compensation insurance coverage or otherwise specifically excluded as set forth above, Indemnitor's obligation to indemnify Indemnitee shall be limited to the extent of Indemnitor's general liability insurance coverage for such claims.
- 3) Indemnitee agrees that for any claim for which Indemnitor is obliged to indemnify the Indemnitee under this agreement, Indemnitor shall have the option, at its sole discretion, to select and/or induce legal counsel and to defend and/or settle any litigation instituted or threatened which is the subject of the claim upon the Indemnitor is obliged under this agreement.

#### MISCELLANEOUS

Provider may not, without the prior written consent of the Client, delegate orally or in writing, the performance of the services or portion thereof which is by this Agreement undertaken by Provider.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement not a waiver of a subsequent breach of the same provision or condition, unless such expressed in writing and signed by the party to be bound.

Client agrees that employees assigned to Client are employees of Provider. If Client does employ a worker, a recruitment fee of the annual salary will be due and payable to Provider. (refer to Exhibit A)

Failure to enforce any provision contained herein shall not serve to waive any of the parties' rights to recovery or enforcement at some other time, or in any way to modify or alter this Agreement.

This agreement may be cancelled at any time in written notice by Client or Provider.

This agreement and its attachments represent the entire understanding and agreement between the parties hereto. The parties included in this agreement have a thirty (30) day right of recession.

This agreement is for a period of one year. This contract is automatically extended for each year in addition to the term unless either party gives written prior notification of cancellation at least 60 days before the end of the initial or renewal term.

Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of address change to the other party.

Client Legal Name:	Beavercreek City Schools	Provider:	Wise Medical Staffing, Inc.
Address:	3040 Kemp Road	Address:	6 Health Drive
City, State, Zip:	Beavercreek Ohio 45431	City, State, Zip:	Chillicothe, OH 45601
ATTN:	Deron Schwieterman	ATTN:	Terri Scott

Wise Medical Staffing, Inc. 8.17.2022 Page 10

**Invoicing.** Provider will supply Personnel under this Agreement at the rates listed in Exhibits A & B. Provider will submit invoices to Client every week for Personnel provided to Client during the preceding week. Fees are subject to thirty (30) day reviews and may be amended by written consent of Facility and Agency.

Invoices shall be submitted to the following email: accounts.payable@beavercreek.k12.oh.us

AP Contact: Holly Horlacher 937-458-2548 holly.horlacher@beavercreek.k12.oh.us

**Payment.** Payment is due upon receipt of invoice. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less. Client agrees to pay collection cost, interest, attorney and court fees on any amounts to where legal proceedings are necessary to collect.

**Holidays and Overtime.** Holidays and overtime are paid at time and one-half regular rates and billed as such. Overtime is worked on a voluntary basis. Holiday pay is as follows; third (3<sup>rd</sup>) shift the night before Holiday and first (1<sup>st</sup>) and second (2<sup>nd</sup>) shift the day of the Holiday. Provider recognizes the following Holidays: New Year's Day, Thanksgiving, Christmas, Independence Day, Memorial Day and Labor Day.

**Cancellation Policy PRN.** Provider needs at least four (4) hours' notice when canceling Provider Employee. If Client fails to give said amount of cancellation time, Client will be charged for four (4) hours.

**Cancellation Policy Local Contract.** Client may cancel, without charge, a request for Provider Employee by providing fourteen (14) days' notice to Staffing Vendor. If Client cancels Provider Employee with less than fourteen (14) days' notice, Client shall be obligated to pay up to eighty (80) hours of the hourly billable rate for that Provider Employee.

**Cancellation Policy Traveler.** After a Travel Assignment begins, it may be canceled without penalty provided there is a thirty (30) day written notification. If Client cancels such Traveler Provider Employee with less than thirty (30) days' notice, Client shall be obligated to pay up to 80 hours of the hourly billable rate for that Traveler.

**Pricing:**

- See Exhibit A for standard pricing. (attached)

**Beavercreek City Schools**

By:(print) Joy Kitzmiller

By: (sign) Joy Kitzmiller

Title: BCS Treasurer

Date: 8/18/2022

**Wise Medical Staffing, Inc.**

By:(print) TERRI SCOTT

By: (sign) TERRI SCOTT

Title: Vice President of Operations

Date: 8-19-22

**Exhibit A - Standard Pricing**

Service - PRN Rate
LPN -----\$43.00/hour

**Placement Fees**

Hours Worked in a Twelve (12) Month Period	Conversion Fee
Prior to completing 160 hours	20% of annualized starting salary
After Completion of 161 - 320 hours	15% of annualized starting salary
After Completion of 321 - 520 hours	10% of annualized starting salary
After Completion of 520 hours	5% of annualized starting salary

**Holiday Pay - Overtime**

Holidays and overtime are paid at time and one-half regular rates and billed as such. Our Holidays start the third shift prior to the holiday and extend through the second shift of the actual holiday. Overtime is worked on a voluntary basis.

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

**Payment Terms**

**Payment.** All amounts due to Agency are due upon receipt and payable within thirty (30) days from date of invoice.

Payments may be mailed to:

Wise Medical Staffing, Inc.  
6 Health Drive  
Chillicothe, OH 45601  
Attention: Accounts Receivable

**Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

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