

FACILITIES USE AGREEMENT

WHEREAS, the Bucyrus City School District Board of Education (the "Board") is a city school district located in Bucyrus, Ohio; and

WHEREAS, the Crawford County Mentors Program ("CCMP") is a non-profit 501 (c)(3) corporation whose mission is to build impactful and meaningful mentor-mentee relationships and foster supportive connections that cultivate critical life skills for youth in Crawford County from 6th-12th grade; and

WHEREAS, the Board is the owner of the Board Administration Building (the "Facilities"), which is located at 170 Plymouth Street, Bucyrus, Ohio 44820; and

WHEREAS, the Board agrees to lease to CCMP certain office space at the Facilities; and

WHEREAS, this Facilities Use Agreement ("Agreement") and Board Policy 7510 shall govern the lease of space.

NOW, THEREFORE, in consideration for the mutual covenants and agreements herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and CCMP hereby agree to the following terms:

- A. **Facilities:** The Board shall provide CCMP with designated office space within the Facilities, together with the non-exclusive right to use common areas reasonably necessary for CCMP's operations, including, but not limited to, restrooms, hallways, entrances and exits, and other shared facilities customarily available to Board employees.
- B. **Term:** The term of this Agreement shall commence on January 1, 2027, and continue through December 31, 2027. Thereafter, this Agreement shall automatically renew for successive one-year terms unless terminated by either party. Either party may terminate this Agreement at any time by providing thirty (30) days written notice to the other party.
- C. **Fees:** The Board has determined that permitting CCMP to use the Facilities without charge serves a public purpose and is consistent with the Board's educational mission and community partnerships. Accordingly, no rent or license fee shall be charged to CCMP for its use of the Facilities during the term of this Agreement. Except as otherwise expressly provided in this Agreement, each party shall bear its own costs and expenses incurred in connection with this Agreement.
- D. **Use of the Facilities:**
 - a. CCMP will use the Facilities for general administrative office functions and the provision of social services programming and activities reasonably incidental thereto. Use for any other purpose shall require the Board's prior written consent.

- b. CCMP and its officers, employees, representatives and agents shall have access to the Facilities Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. Access shall not be permitted on weekends, legal holidays, or on any day the Board of Education offices are closed.
CCMP further acknowledges that this Agreement grants access only to the designated Facilities within the Board's Administration Building and does not authorize access to any school building, classroom, student area, or other District facility during school hours, unless the Board provides prior written authorization.
- c. CCMP is solely responsible for ensuring that its officers, employees, representatives and agents adhere to all Board policies and procedures, as well as local, state and federal laws, at all times while on Board-owned premises.
- d. CCMP acknowledges that its use of the Facilities is limited to administrative and office functions. Accordingly, CCMP shall not permit any minor, student, or other individual under eighteen (18) years of age to enter or use the Facilities.
- e. The Facilities shall remain secure at all times. CCMP will comply with Board's security systems and procedures.
 - i. The door outside of the Facilities shall remain locked. The Board will provide sufficient key cards to ensure access for each CCMP staff member upon execution of Agreement, which will be returned upon termination of Agreement. CCMP will notify the Board in advance when new or additional staff members may be added, thereby necessitating additional keys.
 - ii. CCMP will not permit any unauthorized individual access to Facilities and will use the Board's system for identifying its clients, and/or guests.
- f. CCMP will obtain written permission from the Board to place or hang items on walls or change décor and will not deface the Facilities or common area or permit any storage of flammable substances.
- g. CCMP may have signage on exterior of the Facilities and in leased space at CCMP expense, subject to Board approval. Any such signage/identification must be portable and removable.
- h. The Board shall be responsible for providing and paying the cost of routine utility services to the Facilities, including heat, electricity, and water during the term of this Agreement. Only authorized Board personnel shall operate or adjust the Facilities' electricity, heating, ventilation, air conditioning, lighting, or other building systems and equipment.

- i. The Board grants the Superintendent the right to declare that the Facilities are necessary for school purposes. Upon such declaration, which may be made with a thirty (30) day notice, the rights granted to CCMP pursuant to this Agreement shall cease, and CCMP may be required to vacate the Facilities, until such time as the Superintendent declares that the Facilities are no longer necessary for school purposes.
- E. **Equipment**: CCMP shall be responsible for providing its own computers, printers, copiers, office equipment, furnishing, supplies, and any other personal property necessary for its operations. CCMP shall also be solely responsible for securing, maintaining, and safeguarding its personal property located at the Facilities and the Board shall have no responsibility or liability for any loss of or damage to CCMP's personal property, except to the extent caused by the Board's negligence or willful misconduct.
- F. **Communications Services**: The Board shall provide telephone equipment and internet access for CCMP use.
- G. **Maintenance and Repair**: CCMP agrees that it shall be financially liable for any damage to the Facilities and any Board-owned property or equipment during its usage, ordinary wear and tear excepted.
- H. **Custodial Services**: The Board will provide custodial services to the Facilities and common areas in accordance with its regular custodial schedule.
- I. **Insurance**: CCMP shall procure and maintain, at its sole expense throughout the term of this Agreement, comprehensive casualty and general liability insurance covering claims for personal injury, death, and property damage occurring on or about the Facilities or arising from CCMP's occupancy or use of the Facilities by CCMP, including the acts or omissions of CCMP and its officers, employees, agents, contractors or guests. Such insurance shall provide limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, shall be in form, content, and amount, and shall be issued by an insurer reasonably acceptable to the Board. The policy shall name the Board, its members, officers, employees, and agents as additional insureds with respect to claims arising out of CCMP's occupancy or use of the Facilities under this Agreement. All such policies shall provide that they may not be canceled, materially modified, or allowed to lapse without at least thirty (30) days' prior written notice to both CCMP and the Board.

CCMP agrees to protect, indemnify, and hold harmless the Board and its members, employees, agents, insurers, and assigns from and against all claims, loss, cost, damage, or expense, including reasonable attorney fees, arising out of or resulting from CCMP's occupancy or use of the Facilities or the acts or omissions of CCMP or its officers, employees, agents, contractors, or guests, except to the extent caused by the negligence or willful misconduct of the Board.
- J. **Parking**: CCMP, its staff and guests will be provided non-exclusive use of the Building parking lot. CCMP will not use the parking area or the ingress and egress area of the

Facilities in a manner that interferes with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Facilities. Snow removal shall be provided by the Board.

- K. **Confidentiality**: Nothing in this Agreement authorizes CCMP to access student education records or personally identifiable information maintained by the Board. If, in connection with its use of the Facilities, CCMP inadvertently gains access to such information, CCMP shall maintain the confidentiality of all such information and shall comply with the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g, and its implementing regulations, as well as all other applicable federal and state laws governing the confidentiality of student records. CCMP is prohibited from accessing, using, disclosing, copying, or retaining any student education records or personally identifiable information.
- L. **Restrictions**: The Board reserves the right to bar any individual from its property based on actions deemed inappropriate or disruptive to Board operations in the Board’s sole discretion. Should the Board bar an officer, employee, representative or agent of CCMP from its property, written notification and explanation must be promptly submitted to the designated CCMP representative(s).

M. **Additional Terms and Conditions**:

- a. **Independent Relationship**: None of the provisions in this Agreement are intended to create nor shall be deemed or construed to create any relationship between the Board and CCMP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties, nor any of their respective officers or employees, shall be construed to be the agent, employee or representative of the other. Neither Party is authorized to represent the other for any purpose whatsoever without the prior consent of the other. CCMP and its authorized representatives and assigns, agree that they are not and shall not at any time while performing in their capacity on behalf of CCMP be construed, regarded as or claim to be an affiliate, partner, officer, director, employee or authorized representative of the Board.
- b. **Notices**: Any notices or communications required to be given under the terms of this Agreement shall be deemed given when delivered by personal delivery, electronic mail, or when deposited in the U.S. first-class mail addressed as follows:

If to the Crawford County Mentors Program:

Attn: Victoria Caldwell
Executive Director

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If to the Bucyrus City School District:

Attn: Robert Britton
Superintendent
170 Plymouth Street
Bucyrus, Ohio 44820
rbritton@bucyrusschools.org

- N. **Modifications or Amendments:** This Agreement may only be modified or amended by a written instrument signed by the Parties.
- O. **Governing Law and Jurisdiction:** All questions regarding the validity, intention, or meaning of the Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Crawford County, Ohio, and each party hereby expressly consents to the exclusive jurisdiction of such court.
- P. **Entire Agreement:** This Agreement constitutes the entire understanding among the parties in respect of the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous understandings or agreements between the parties in respect to the subject matter of this Agreement. This Agreement may at any time be amended in whole or part by written instrument executed by each party hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement, which constitutes the entire agreement with respect to the subject matter thereof, as of the date of the last signature affixed below:

Crawford County Mentors Program

By Donna C. Lappley
[TITLE OF REPRESENTATIVE]
CCM Board Chair

October 5, 2026
Date

**Bucyrus City School District
Board of Education**

By _____
• Randy Blankenship, Board President

By _____
Robert Britton, Superintendent

By _____
Lisa Thoman-Cha, Treasurer

Date