

EATON BOARD OF EDUCATION REGULAR MEETING
Hollingsworth East Elementary School Cafeteria
July 11, 2016
6:00 p.m.

I. Opening of the Meeting

A. **Call to Order** – President Noble called the meeting to order.

B. **Roll Call** – President Noble called the roll.

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Absent K. Shepherd Present

C. **Pledge of Allegiance** – President Noble led the Pledge of Allegiance.

D. **Appointment of Treasurer Pro Tempore for the purpose of the July 11, 2016 regular board meeting.**

Motion by Mr. Parks, to appoint Mr. Shepherd as Treasurer Pro Tempore for the July 11, 2016 regular board meeting.

Seconded by Mr. Cooper.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Abstained Noble Y

President declares motion Passed.

#1516-404

E. **Recognition of Visitors** – None.

F. **Executive Session** – None.

G. **Other Opening Business**

1. Wellness Committee Update for 2015-2016.

II. Treasurer's Business – Rachel Tait

A. **The Treasurer recommends approval of the following:**

1. Approve minutes of the June 13, 2016 Regular Board Meeting.
2. Approve minutes of the June 27, 2016 Special Board Meeting.
3. Submission of Warrants.
4. Submission of Financial Report.
5. Submission of Investments.
6. Advance \$60,000.00 from 001-0000 General Fund to 300-9500 Athletic Fund.
7. Advance \$60,000.00 from 001-0000 General Fund to 006-0000 Cafeteria Fund.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item II. A.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-405**

III. Reports

- A. **Miami Valley Career Technology Center Report** – Mr. Parks said three Middle School students participated in the STEM Camp and Lauren Muncy received an award.
- B. **Parks and Recreation Board Report** – Mr. Shepherd gave his report.
- C. **Superintendent's Report** – Dr. Barbara Curry gave her report.
- D. **Other Reports** – None.

IV. Old Business – None.

V. New Business

A. Resignation

The Administration recommends approval of the following resignation.

1. Heather Bube, Teacher, resignation effective August 15, 2016.

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item V. A.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1516-406

B. Employment – Certificated Staff – Substitute Teachers/Tutors as Certified by the Preble County Educational Service Center

The Administration recommends approval of the following substitute teachers/home instruction tutors for the 2016-2017 school year, as certified by the Preble County Educational Service Center.

1. Wendy Aker
2. Robert Bush
3. Marcus Calvert
4. Susan Carico
5. Jennifer Fitzwater
6. Amy Haas
7. Janette Sams

Motion by Mr. Cooper, seconded by Mr. Shepherd, to approve agenda Item V. B.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1516-407

C. Employment – Non-certificated Staff - Substitutes

The Administration recommends employment of the following personnel for the 2016-2017 school year. Employment contingent upon certification (if necessary), criminal record check, and all other state and local requirements. Salary and duties per Board Policy and Administrative Rules and Regulations with no fringe benefits.

1. Mileah Miller, Substitute Health Aide LPN
2. Terri Wysong, Substitute Cafeteria Worker
3. Terri Wysong, Substitute Secretary

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V. C.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1516-408

D. Employment – Non-certificated Staff – Athletics

The following positions have been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of these nominees on one-year limited contracts for the 2015-2016 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Ross McKee, Middle School Assistant Football Coach
2. Kelsey Flanagan, 7th Grade Volleyball Coach

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item V. D.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1516-409

E. Amend Project Manager's Contract

The Administration recommends amending the contract of Tom Doseck, Project Manager, to increase the number of hours available to oversee the maintenance department to up to thirty (30) hours per week, retroactive to June 20, 2016.

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V. E.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed .

#1516-410

F. Approval of Emergency Operations Plan

The Administration recommends approval of the Board of Education Office Emergency Operations Plan. Copies of the plan is on file in the Board of Education Office.

Motion by Mr. Cooper , seconded by Mr. Parks , to approve agenda Item V. F.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed .

#1516-411

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

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

WHEREAS, the Eaton Community Schools board of education desires that students have learning opportunities even when schools are closed for any of the reasons specified in section 3317.482 of the Ohio Revised Code; and

WHEREAS, section 3313.482 authorizes a board of education to file an annual plan with the Ohio Department of Education by August 1 of each year to provide online learning opportunities for students in lieu of attendance on such days of closure;

NOW THEREFORE BE IT, AND IT IS, HEREBY RESOLVED that the Eaton Community Schools Board of Education hereby approves the following plan and authorizes its filing with the Ohio Department of Education.

PLAN FOR ALTERNATIVE MAKE-UP OF CALAMITY DAYS

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

- 1) This plan is submitted, pursuant to approval of the board of education, prior to August 1.
- 2) This plan includes the written consent of the teachers' employee representative as designated under division (B) of section 4117.04. Such consent is on file in the official file of the board of education and is hereby incorporated into this plan as if specifically rewritten.
- 3) Not later than November 1 of the 2016-2017 school year, each classroom teacher shall develop a sufficient number of lessons for each course taught by that teacher with such lessons requiring, in the judgment of the teacher, an amount of time equal to or greater than the number of hours that are the equivalent of the three school days in such teacher's class.
- 4) The teacher shall designate the order in which the lessons are to be posted on the district's web portal or web site.
- 5) Teachers will update or replace such lessons as necessary throughout the school year based on the instructional progress of students.
- 6) As soon as practicable after an announced school authorized under section 3313.482, the appropriate administrator may direct staff to make the designated lessons available on the district's portal or site. Each lesson shall be posted for each course that was scheduled to meet on the day of the school closing.
- 7) Each student enrolled in a course for which a lesson is posted shall be granted a two-week period from the date of posting to complete the lesson. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided.
- 8) Students without access to a computer shall be permitted to complete the posted lessons at school after the reopening of school. Students utilizing this option will be granted two weeks from the date of reopening to complete such lessons. If the student does not complete the lesson within this time period, the student will receive an incomplete or failing grade unless a reason sufficient to the teacher is provided. The district will provide access to district computers before, during, or after the school day (provided that the equipment is available and accessible at those times) or may provide a substantially similar paper lesson in order for students to complete the assignments.

Motion by Mr. Parks, seconded by Mr. Shepherd, to approve agenda Item V. G.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1516-412

H. Inter-District Open Enrollment Resolution

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved Inter-District Open Enrollment.

Whereas, the Eaton Community School Board of Education reviewed Inter-District Open Enrollment Policy 5113;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement Inter-District Open Enrollment for the 2016-2017 school year (Attachment A).

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V. H.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-413**

I. Student Assessment and Academic Intervention Services Resolution

The Administration recommends approval of the following resolution.

Whereas, the Eaton Community School Board of Education previously approved the Student Assessment and Academic Intervention Services.

Whereas, the Eaton Community School Board of Education reviewed Student Assessment and Academic Intervention Services Policy 2623;

Be It Resolved That, the Eaton Community School Board of Education authorizes the Eaton Community Schools to continue to implement the Student Assessment and Academic Intervention Services for the 2016-2017 school year (Attachment B).

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V. I.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-414**

J. Agreement with the Eaton Police Association

The Administration recommends approval of the agreement with the Eaton Police Association to provide an officer at Aukerman Street and Eagle Lane, for a maximum of two (2) hours per day to assist in maintaining safety and order during student arrival and dismissal times during the 2016-2017 school year (Attachment C).

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item V. J.

Discussion – Mr. Parks believes this is one of the best things done for elementary safety.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-415**

K. Building Lease Agreement

The Administration recommends approval of the lease agreement with Community Action Partnership (Attachment D).

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V. A.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-416**

L. Obsolete Items List

The Administration recommends approval to declare certain items as obsolete and to dispose of them accordingly.

1. Whirlpool refrigerator, tag #010456, Maintenance Department
2. Philips television, tag #010898, Maintenance Department
3. 25 gold game pants, Athletic Department
4. 3 boxes girdle pads, Athletic Department
5. 20 rib protectors, Athletic Department
6. Miscellaneous helmet pieces, Athletic Department
7. 1 wooden equipment create, Athletic Department
8. 1 metal footlocker with headset accessories, Athletic Department
9. 1 port-a-phone kit, Athletic Department
10. 2 boxes cleats and cloth, Athletic Department

11. 1 kicking net, Athletic Department

Motion by Mr. Shepherd, seconded by Mr. Parks, to approve agenda Item V. L.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-417**

M. Executive Session – None.

VI. Adjournment

Motion by Mr. Parks, seconded by Mr. Cooper to adjourn the meeting.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed. **#1516-418**

President adjourns meeting at 6:18 p.m.

Upcoming Board Meetings

Regular Meeting

Monday, August 8, 2016 – 6:00 p.m.

Hollingsworth East Elementary

DATE _____

PRESIDENT _____

TREASURER _____

Eaton Community Schools

Bylaws & Policies

5113 - INTER-DISTRICT OPEN ENROLLMENT

The Board of Education shall permit the enrollment of students from adjacent school districts only in a school or program of this District, provided each enrollment is in accordance with laws and regulations of the State concerning Inter-District Open Enrollment, the provisions of this policy, and the administrative guidelines established to implement this policy.

The following definitions shall apply:

Adjacent District

A school district whose border is contiguous to a border of this District.

Adjacent-District Student

A resident student of an adjacent district who enrolls, or seeks to enroll, in this District.

Home District

The school district from which the student emanates.

Open Enrollment

State-mandated options, policies, and regulations concerning the Board's authority to adopt resolutions regarding intra-district and inter-district enrollment policies and guidelines. Inter-district open enrollment permits the admission of students to this District from adjacent districts or any other district in Ohio.

District Student

A student who resides in this District and is referred to in the statute as a Resident Native Student.

Other-District

Any school district in Ohio.

Other-District Student

A resident student of any other district who enrolls, or seeks to enroll, in this District.

Tuition Student

A non-resident student who is enrolled in this District on a tuition basis.

Applications from tuition students shall be given priority over those from other districts.

Program

Any one of the specific course offerings of this District.

Program Size

The restrictions on a number of students in a program due to circumstances unique to that specific program, the terms of a collectively-bargained, negotiated agreement, and/or financial or operating conditions of the District.

The Superintendent shall prepare guidelines for the implementation of this policy in ways that comply with relevant State laws and guidelines and establish procedures that provide for the following:

- A. Nondiscrimination on the basis of grade level, including preschool disabled; academic ability; English language proficiency; or any level of artistic, athletic, or extra-curricular skills. A student's application cannot be denied because of disciplinary action in his/her home school, except for a suspension or expulsion for ten (10) consecutive days or more that occurs in the current semester or the semester immediately preceding the application. If the District does not currently provide services required for a disabled, adjacent-district student, his/her application may be denied.
- B. Application procedures including the criteria by which applications from adjacent-district and other-district students shall be reviewed and prioritized. District students and any adjacent-district or other-school district students previously enrolled under the provisions of this policy shall be given priority.
- C. Maintenance of appropriate racial balance in District schools, classrooms, and programs.
- D. Communications with applicants and their parents concerning this policy and the District's guidelines, including the timelines for application and notification of acceptance or rejection.
- E. Athletic eligibility complies with State regulations and the provisions set forth by the Ohio High School Athletic Association.
- F. Any transportation provided by the District for an adjacent-district or other-district student takes place within established bus routes and bus stops within the District.

- G. Set District capacity limits by grade level, school building, and educational program.

The Board reserves the right to object to the Open Enrollment of a District student to another district in order to maintain an appropriate racial balance. If the Board of a student's home school district objects to a transfer of one of its students to this District for the same reason, this Board will deny the transfer unless the tuition fee is paid for the student.

This policy shall be reviewed annually by the Board to determine whether to adopt a resolution to continue the policy or to rescind Inter-District Open Enrollment. Additionally, the Superintendent shall annually review the level of diversity existing within the District's programs, grades and/or schools to assess whether the application of this policy has resulted in an adverse effect on racial balance. As a part of his/her review, the Superintendent will be responsible for determining whether there is a legal basis for the Board to use the "maintenance of appropriate racial balance" language of R.C. 3313.98. Should this review indicate that the racial balance in one or more of the District's programs, grades and/or schools has been adversely affected, the Superintendent shall consult with legal counsel to determine what, if any, appropriate steps should be taken, including, but not limited to, policy revisions or other actions necessary to comply with State and Federal law. The Board reserves the right to modify the conditions under which Inter-District Open Enrollment would continue for any particular program, classroom, or school.

R.C. 3313.98

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Eaton Community Schools Bylaws & Policies

2623 - STUDENT ASSESSMENT AND ACADEMIC INTERVENTION SERVICES

The Board of Education shall assess student achievement and needs in all program areas in compliance with State law and the rules adopted by the State Board of Education. The purpose of such assessments will be to determine the progress of students and to assist them in attaining student performance objectives and the educational achievement goals of this District.

The Board shall administer the State-mandated tests (e.g., diagnostic assessments and achievement tests) to students at the times designated by the State Board of Education. The Board may, for medical reasons or other good cause, excuse a student from taking a State-mandated test on the date scheduled, but any such test shall be administered to such excused student not later than nine (9) days following the scheduled date. The Board shall annually report, not later than June 30th, the number of students who have not taken one (1) or more of the State-mandated tests to the State Board of Education.

The District shall require that all appropriate staff have knowledge of the prescribed standards of ethical assessment practice and shall monitor the assessment practices for compliance with these standards. These duties shall include:

- A. communicating standards of ethical assessment practice;
- B. communicating security procedures for assessment;
- C. establishing procedures for reviewing assessment materials and procedures and assessment preparation materials and procedures;
- D. establishing channels of communication that allow teachers, other educators, students, parents, and other members of the community to voice concerns about assessment practices;
- E. establishing written procedures for investigating complaints, allegations, and/or concerns about assessment practices, protecting the rights of an individual, the integrity of an assessment, and the results of an assessment.

The Board shall provide academic intervention services in pertinent subject areas to students who score below the proficient level in reading, writing, mathematics, social studies, or science achievement test, or who do not demonstrate academic performance at their grade level based on the results of a diagnostic assessment.

At least annually, staff members will assess the academic achievement and learning needs of each student. Procedures for such assessments may include, but need not be limited to, teacher observation techniques, cumulative student records, student performance data collected through standard testing programs, and physical examinations.

The Superintendent shall develop and present to the Board annually for Board approval a program of testing that includes:

- A. administration of State-mandated tests (e.g., diagnostic assessment and achievement tests), at no cost to students, in accordance with the provisions of A.C. 3301-13-02;
- B. performance-based tests at appropriate grade levels to measure achievement of performance objectives in composition, mathematics, science, social studies, and reading;

"Achievement test" means "a test, aligned with the Ohio academic content standards and model curriculum, designed to measure a student's level of knowledge or skill in a specific subject area that is expected at the end of a designated grade and/or is required as part of the Ohio graduation requirement."

"Alternate assessment" means "the use of an assessment instrument, other than the Ohio achievement tests or diagnostic assessments that meets the requirements of all applicable Federal and State laws and A.C. 3301-13-03."

"Diagnostic assessment" means "an assessment aligned with Ohio academic content standards and model curriculum, designed to measure student comprehension of academic content and mastery of related skills for a relevant subject area at each grade level, kindergarten through three, as defined in R.C. 3301.079."

"Ohio graduation tests" means "the achievement tests, aligned with academic content standards and model curriculum, designed to measure a student's level of academic achievement expected at the end of the tenth grade in writing, reading, mathematics, social studies, and science."

"Performance standards" means "a score adopted by the State Board of Education indicative of a particular level of academic achievement at a designated grade for each achievement test or alternate assessment."

"Statewide tests" means "any assessment that is provided by the Ohio Department of Education (ODE) for use in all participating schools in the State."

The Superintendent shall develop:

- A. procedures for the regular collection of student performance data;
- B. a plan for the design of classroom-based intervention services to meet the instructional needs of individual students as determined by the results of diagnostic assessments; and

- C. procedures for using student performance data to evaluate the effectiveness of intervention services and, if necessary, to modify such services.

For any student who failed to demonstrate at least a score at the proficient level on an achievement test during the preceding school year, the Board shall provide appropriate intervention services commensurate with the student's test performance in each such test area, including intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608, or R.C. 3313.6012.

The Board shall require that:

- A. parents be informed of the testing program of the schools and of the special tests that are to be administered to their children;
- B. data regarding individual test scores be entered on the student's cumulative record, where it will be subject to the Board's student records policy;
- C. the aggregate results of each school-wide, program-wide, and District-wide test be made part of the public record.

Summer remediation services shall meet the following conditions:

- A. the remediation methods are based on reliable educational research
- B. testing will be conducted before and after students participate in the program to facilitate monitoring results of the remediation services
- C. the parents of participating student will be involved in programming decisions
- D. the services will be conducted in a school building or community center and not on an at-home basis

The Board shall keep records for each student including the following:

- A. a unique State student identification code or a student data verification code as required in accordance with R.C. 3301.0714(D)(2)
- B. a list or designation of which tests are required and which tests are not required

- C. a list or designation of which tests, required or not required, are taken and which are not taken at each test administration period
- D. score for each test taken, required or not
- E. whether each student attained the requisite performance standard designated for each required test
- F. what if any tests must still be taken
- G. whether or not intervention must be provided
- H. for each test required for graduation, the date passed must be recorded on the student's transcript

No information shall be on the student's transcript for a test not passed.

When a student who has taken State-mandated tests in one (1) school leaves that school to enroll in another school, the school previously attended shall provide, immediately upon request by a school official from the enrolling school, all applicable records set forth above.

For each student required to be offered intervention services, the Board shall involve the student's parent or guardian and classroom teacher in developing the intervention strategy, and shall offer to the parent or guardian the opportunity to be involved in the intervention services.

During the school year following the year in which the tests prescribed by R.C. 3301.0710(A)(1) are administered to any student, the Board shall provide appropriate intervention services, commensurate with the student's test performance, including any intensive prevention, intervention, or remediation required under R.C. 3301.0711, 3301.0715, 3313.608 or R.C. 3313.6012, in any skill in which the student failed to demonstrate at least a score of proficient level on an achievement test.

Except as authorized by State law, the Board shall not use any student's failure to attain a specified score on any State-mandated test as a factor in any decision to deny the student promotion to a higher grade level.

All identified students with disabilities in the School District shall be considered for participation in the State-mandated testing. The extent of the student's participation shall be determined by the IEP Team. Accordingly, the student's IEP shall require that s/he take:

- A. the required assessments in the same manner as other students;
- B. the required assessments with accommodations appropriate for his/her disability; or

- C. an alternate assessment that has been approved by the State Department of Education.

To the extent possible, and in accordance with law, a student with disabilities shall not be excused from taking a required assessment unless no reasonable accommodation can be made to enable the student to take the assessment.

The Superintendent shall implement administrative guidelines that comply with the State Department's regulations with regard to the administration of the State-mandated tests, including the reporting of results.

Program evaluations will be reviewed and updated every five (5) years. A schedule for such will be developed and implemented by the Superintendent.

This policy shall be reviewed and updated annually.

See Policy 2623.02 - Third Grade Reading Guarantee

R.C. 3301.079, 0710, .0711, .0714, .0715, 3313.608, 3313.608(D), 3313.6012
A.C. 3301-13, 3301-35

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

THIS SCHOOL POLICE OFFICER SERVICES CONTRACT (this “Agreement”) is entered into and made effective as of this 11th day of July, 2016, between **EATON COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION, 307 N. CHERRY STREET, EATON, OH, 45320**, (the “District”) and the **EATON POLICE ASSOCIATION, OHIO, 328 N. MAPLE STREET, EATON, OH, 45320**, (the “Association”). Each of the signatories hereto is referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, it is the desire of the District and the Association to enter into an agreement under which a Eaton Police Officer will provide Services, as specified below in provision 2., at the District during student arrival and departure times during the 2016-2017 school year.

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

1. NATURE OF AGREEMENT

- A. The Association shall assign a Police Officer to provide police supervision and other safety services (the “Services”) at the District.
- B. The Association is a private, non-for profit corporation duly authorized in the State of Ohio to do business and it is not under the authority, control, or direction of the City of Eaton.
- C. The Police Officer has full police authority while performing duties in the City of Eaton and is a certified Ohio Peace Officer. The Police Officer while engaged in the Services shall at all times be an employee of the Association and not the City of Eaton.
- D. The Police Officer shall provide Services at the intersection of Aukerman Street and Eagle Lane in Eaton, Ohio.
- E. Services shall be provided for one hour during student arrival and for one hour during student dismissal every school day during the 2016-2017 school year.
- F. The District shall pay the City \$23.00 for each hour of Services up to \$46.00 per day.
- G. In performing the Services, the Association shall be an independent contractor, and neither the Association nor the assigned Police Officer shall be an employee of the District.
- H. The Association shall determine the method, details and means of performing the Services and shall supply all tools, vehicles, and instrumentalities required to perform the Services under this Agreement.

- I. Throughout the term of this Agreement, the assigned Police Officer shall maintain any and all licenses and certifications, and shall remain current as to training and professional development. The Association shall be responsible for all costs associated with such licensure, certification, and training.

2. THE SERVICES

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

3. TERMINATION AND SUBSTITUTION OF POLICE OFFICER

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

4. PAYMENT TERMS

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

5. MISCELLANEOUS

- A. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, oral and written, among the

Parties with respect to the subject matter hereunder. In the event of any conflict between the terms of this Agreement, the terms of this Agreement shall control.

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

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of November 1, 2015 (the "Effective Date"), by and between **THE BOARD OF EDUCATION OF THE EATON COMMUNITY SCHOOL DISTRICT**, a political subdivision of the State of Ohio ("Landlord") with an address at 312 N. Barron Street, Eaton, Ohio 45320, and **COMMUNITY ACTION PARTNERSHIP OF THE GREATER DAYTON AREA**, an Ohio non-profit corporation ("Tenant") with an address at 308 Eaton-Lewisburg Rd., Eaton, Ohio 45320.

WHEREAS, Landlord, as successor-in-interest to Gary and Roxanne Pieratt, and Tenant are parties to a written lease effective for the term effective April 21, 2014 through October 31, 2015 (the "Existing Lease") with respect to certain premises located at 308 Eaton-Lewisburg Road, Eaton, Ohio 45320, as such premises is described herein;

WHEREAS, Landlord and Tenant have agreed that the Existing Lease shall be cancelled and terminated and that this Lease be entered into between Landlord and Tenant in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration, Landlord and Tenant hereby agree as follows as of the Effective Date:

1. **TERMINATION OF EXISTING LEASE.** The parties hereby acknowledge and agree that the Existing Lease will be terminated and cancelled effective as of 11:59 p.m. (Eastern Standard Time) on October 31, 2015 (the "Termination Date").

2. **THE PREMISES.** Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, certain premises the Premises is located within the building at 308 Eaton-Lewisburg Road, Eaton, Ohio 45320.

3. **TERM.** The term of this Lease shall commence on November 1, 2015 (the "Commencement Date"), and shall terminate on October 31, 2017 (the "Term") unless otherwise extended on terms and conditions mutually agreed upon in writing by both Parties. Notwithstanding the foregoing, provided Tenant is not then in default under this Lease, Tenant may terminate this Lease at anytime during the Term upon thirty (30) days advance written notice to Landlord, subject to Section 15 below.

4. **RENT.** Beginning on the Commencement Date, Tenant agrees to pay Landlord as "Rent" the sum of One Thousand Two Hundred Forty-Five and 00/100 Dollars (\$1,245.00) per month, with such Rent to be paid in advance and on the first day of each month beginning November 1, 2015, payable without demand or setoff in lawful money of the United States. The Rent for any partial month shall be prorated on a per diem basis.

5. **SECURITY DEPOSIT.** None for this lease.

6. **LATE CHARGES, FINES, PENALTIES, COSTS, INTEREST.** If Rent, or any other amount required to be paid under this Lease is not paid within five (5) days after it is due, such unpaid amount shall bear interest from the date it was due until paid at the rate of 2% per month, or if less, the maximum rate of interest permitted by law. If Tenant fails to pay interest which may be added for non-payment or late payment of any amounts which Tenant is required to pay pursuant to this Lease, Landlord shall have all rights, powers, and remedies with respect thereto as are provided herein or by law in the case of non-payment of Rent.

7. **UTILITIES.** Tenant will pay when due all charges for water, gas, electricity, heat, telephone, sanitary sewer, and other utilities which directly service the Premises and will indemnify, protect and save harmless Landlord from any liability therefor. Landlord does not warrant that any utility or other service will be free from shortages, failures, variations or interruptions caused by any repair, maintenance, replacement, improvement, alteration, change of service, strike, labor controversy, accident, inability to obtain services, fuel, water or supplies, governmental requirement or other cause beyond Landlord's reasonable control. However, in the event of such failure or interruption of utilities or other services which continue for more than forty-eight (48) hours and which prevent Tenant's use of the Premises, then Tenant's Rent shall abate until such time as Tenant is able to utilize the Premises for its intended use.

8. “AS IS” CONDITION OF PREMISES. Tenant acknowledges that the Premises shall be leased to Tenant in its present “As Is” condition. Tenant has determined that the Premises are adequate for Tenant’s purpose including, without limitation, availability of parking, availability of any and all building permits and use permits from all governmental authorities sufficient to permit Tenant’s intended use of the Premises, adequacy of HVAC and all other existing components of the Building and is relying solely on Tenant’s investigation thereof in connection with this Lease.

9. OBLIGATIONS OF LANDLORD. Landlord shall keep and maintain the Building, exclusive of the interior of the Premises, in good order and repair, including without limitation, HVAC, plumbing and electrical equipment, windows, roof and all other structural portions of the Building.

10. USE AND CARE OF PREMISES. Tenant shall, continuously throughout the Term, occupy and use the Premises. Tenant shall use and occupy the Premises for lawful purposes, specifically, the purpose of operating a non-profit organization that represents the interests of Community Action Agencies, and for no other purpose whatsoever (the “Permitted Use”). Tenant, at its expense, shall maintain the Premises in good condition and repair, and shall commit no waste therein or damage thereto, normal wear and tear excepted. Tenant shall provide any janitorial services required by Tenant, at Tenant’s sole cost and expense. Landlord or its representative(s) shall have the right to enter the Premises during any business day (and at all times in an emergency) of the Term.

11. ALTERATIONS. Tenant shall make no alterations to the Premises, unless and until plans and specifications therefor have been previously approved by Landlord in writing. Nothing in this Lease shall, however, be construed to constitute the consent of Landlord to the creation of any lien, and no person shall be entitled to any lien on the Premises, or the underlying land or related improvements. In the event, despite this provision, a lien is placed thereon due to the actions or work performed by Tenant or at the direction or with the consent of Tenant, Tenant shall cause such lien to be removed or shall, immediately upon request of Landlord, provide a corporate, surety bond satisfactory to Landlord which shall save Landlord harmless under such lien and from any interest, costs and attorneys’ fees incurred by Landlord in connection therewith. Tenant shall indemnify Landlord from any and all costs and expenses incurred by Landlord as a result of such liens.

12. INSURANCE; DAMAGE TO TENANT’S PROPERTY; INDEMNIFICATION.

12.1 Insurance. Landlord, in its sole discretion, may maintain fire and extended coverage on the Building, but it shall not insure Tenant’s property. All of Tenant’s personal property placed in or about the Premises or tenant’s improvements to the Premises shall be at Tenant’s sole risk, and Landlord and its agents and employees shall not be liable to Tenant, or its agents or employees, for theft, loss or appropriation, or for any damage or injury due to explosion, water, rain, snow, frost, steam, gas, electricity, heat, cold, dampness, falling plaster, sewage, odors, noise, leaks from any part of the Building or the roof, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or any act or neglect of other tenants or occupants of the Building or of any other person or from any cause beyond Landlord’s reasonable control. Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises or of any defects, damage or injury in or to the Premises or in any fixtures or equipment.

12.2 Liability Insurance. On or before the Commencement Date, Tenant shall provide to Landlord evidence of commercial liability insurance coverage in an amount not less than One Million Dollars (\$1,000,000), with companies satisfactory to Landlord, and naming Landlord as an additional insured. Such policy or policies shall provide that coverage may not be cancelled at any time during the term of this Lease without first giving thirty (30) days notice to Landlord. If Tenant shall at any time fail to maintain such insurance, Landlord shall have the right, but not the obligation, to obtain such coverage from insurers it deems appropriate, and the cost thereof shall be paid by Tenant as additional rent with the next installment of rent coming due thereafter.

12.3 Indemnification. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all liabilities, losses, demands, actions, expenses or claims, including attorneys’ fees and court costs, for injury to or death of any person or for damages to any property arising out of or in any manner connected with (a) the use, entry or enjoyment of the Premises by Tenant or Tenant’s agents, employees invitees or contractors (“Tenant’s Agents”) or any work, activity or other things allowed or suffered by Tenant or Tenant’s Agents to be done in or about the Building and/or Property, (b) any breach or default in the performance of any obligation of Tenant under this Lease, and (c) any act or failure to act,

whether negligent or otherwise tortious, by Tenant or Tenant's Agents on or about the Building and/or Property, so long as such loss or damage does not arise solely from the negligence of Landlord.

13. DAMAGE BY FIRE OR OTHER CASUALTY. If the Premises is so damaged by fire or other casualty that it cannot reasonably be repaired within 120 days after the casualty, Landlord, at its option, may (1) terminate the Term of this Lease by written notice to Tenant, in which event Rent shall be prorated as of the date of the fire or other casualty, if Tenant vacates the Premises at that time, or up to such date thereafter that Tenant vacates the Premises, or (2) promptly repair and reconstruct the Premises to substantially the same condition, or better, as existed immediately prior to such casualty loss. If the Premises is damaged by fire or other casualty but to a lesser extent than specified in the preceding sentence, Landlord shall promptly repair and reconstruct the Premises to substantially the same condition, or better, as existed immediately prior to such casualty loss. Rent shall not be abated or reduced during any period in which the Property is being repaired or reconstructed or is otherwise untenable, except after any termination of the Lease as provided in this Section.

14. DEFAULTS AND REMEDIES.

14.1 Defaults by Tenant. Each of the following shall be deemed a default by Tenant, (i) the failure to pay Rent, or any other amounts herein provided to be paid when due within ten (10) days thereafter, (ii) the failure to perform any other act to be performed by Tenant hereunder or to comply with any condition or covenant contained herein on Tenant's part to be kept or performed and such failure continues for a period of 30 days after written notice from Landlord to Tenant, (iii) the abandonment of the Premises by Tenant, (iv) the making by Tenant of a general assignment for the benefit of creditors by or against Tenant, (v) Tenant's taking the benefit of any insolvency action or law, or (vi) the appointment of a permanent receiver or trustee or custodian in bankruptcy for Tenant or its assets.

14.2 Remedies of Landlord. If an event of default occurs and is not cured within the applicable time period, then Landlord may terminate this Lease by giving to Tenant notice of Landlord's intention so to do, in which event the term of this Lease or any renewal thereof will end, and all right, title and interest of Tenant hereunder will expire on the date stated in such notice, which will not be less than ten days after the date of the notice by Landlord of its intention to terminate; or Landlord may enforce the provisions of this Lease and enforce and protect the right of Landlord hereunder under any appropriate legal or equitable remedy. As a condition to the recovery of any damages against Tenant, Landlord shall use reasonable efforts to mitigate such damages.

15. SURRENDER AND REMOVAL OF TENANT'S PROPERTY. At the expiration or other termination of the Term, Tenant shall immediately surrender possession of the Premises and all keys therefor to Landlord. Tenant shall return the Premises and all additions, alterations, improvements and fixtures required to be repaired and maintained by Tenant in the condition required pursuant to Section 10, ordinary wear and tear excepted, subject to this Section. Tenant shall remove Tenant's furniture, equipment, fixtures and other personal property at the expiration or other termination of the Term. All additions, alterations and improvements in or upon the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and remain upon the Premises. All property not removed from the Premises or retaken from storage by Tenant within 30 days after the expiration or other termination of the Term shall, at Landlord's option, be deemed to have been conveyed by Tenant to Landlord by a bill of sale without further payment by Landlord to Tenant.

16. HOLDING OVER. At the expiration or earlier termination of the Term, any holdover shall be from month to month on the same terms and conditions as herein provided, except that Rent will be \$1,250.00 per month, paid on or before the first day of each month, and except as Landlord otherwise gives Tenant at least 30 days' notice, and in the event of such holdover this Lease may be terminated by either party by 30 days' prior written notice to the other.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, sublet, mortgage, or pledge the Premises or this Lease, in whole or in part, without the prior written consent of Landlord, in its sole discretion.

18. RELEASE. In consideration of this Lease and other good and valuable consideration, the receipt of which is hereby acknowledged, Tenant and its predecessors, successors, parents, subsidiaries, affiliates and any related entity or person, hereby releases Landlord and its agents, partners, officers, directors, employees, and any parent, subsidiaries, or affiliated entity, and their respective heirs, executors, administrators, successors and assigns, from any and all liability, claims, damages, causes of action or any other form of relief, legal or equitable, that are, have been, could have been or in the future might have been asserted in any way relating to the Existing Lease, the performance by Landlord or any

predecessor of Landlord thereunder, or the Premises (as defined below) from the beginning of time to the Termination Date.

19. RIGHT OF QUIET ENJOYMENT. If Tenant shall perform all covenants and agreements herein provided to be performed by Tenant, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment, of possession of the Premises, free of hindrance and molestation by Landlord, subject to the provisions of this Lease. Tenant shall not interfere with the lawful use or quiet enjoyment of other tenants of the building or Landlord.

20. RIGHTS OF ASSIGNS. Except where specifically limited, the rights and liabilities of the parties hereto shall run to the benefit of and shall be binding upon the personal representatives, heirs, designees, assigns and successors in interest of Landlord and Tenant; provided, however, no assignment made by Tenant contrary to the provisions of this Lease shall vest in any assignee any right, title or interest in or to this Lease or the Premises, or any part thereof.

21. WAIVER. No waiver of any covenant or condition, or the breach of any covenant or condition of this Lease shall be taken to justify or authorize a non-observance on any other occasion of such covenant or condition or any other covenant or condition or to constitute a waiver of any subsequent breach of such covenant or condition. Acceptance of Rent or any other sums by Landlord at any time when Tenant is in default of any covenant or condition hereof shall not be construed as a waiver of any such default or of Landlord's right to terminate this Lease on account of such default.

22. NOTICE. Any notice, consent or waiver required or permitted to be given or served by either party to this Lease shall be in writing and either delivered personally to the other party or mailed by certified or registered mail, return receipt requested at the addresses set forth above.

23. SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstance is invalid, such invalidity shall not affect other provisions or applications of this Lease which can be given effect without the invalid provision or application, and to this end the provisions of this Lease are declared to be severable.

24. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

25. ENTIRE AGREEMENT; GOVERNING LAW. This Lease is intended by the parties hereto to be the final expression of their agreement with respect to the matters herein contained and is the complete and exclusive statement of the terms thereof, notwithstanding any representation or statement to the contrary heretofore made. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.