

**EATON BOARD OF EDUCATION SPECIAL MEETING**  
**Hollingsworth East Elementary School Cafeteria**  
**June 25, 2015**  
**6:30 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 P L. Noble Y T. Parks Y J. Renner Y K. Shepherd Y.

**C. Pledge of Allegiance** – The Pledge of Allegiance was recited.

**D. Appointment of Treasurer Pro Tempore for the purpose of the June 25, 2015 special meeting.**

Motion by Mr. Shepherd, to appoint Mr. Renner as Treasurer Pro Tempore for the June 25, 2015 special board meeting.

Seconded by Mr. Cooper.

Discussion.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-328**

**E. Executive Session (if necessary)**

To consider the employment of a public employee or official.

Dr. Curry and employee nominees Shelbi Nunnery, Samantha Torrey, Rachel Othersen, Ross Dearth, Emily Smith, MeLeah Perry, and Jessica Foust were invited to participate in executive session.

Motion by Mr. Renner, second by Mr. Parks to convene executive session.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-329**

President convenes executive session at 6:32 p.m.

President resumes open session at 7:34 p.m.

## II. Treasurer's Business – Priscilla Dodson

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

1. Approve the agreement with Norfolk Southern Railroad Company, covering the installation and use of fiber-optic cable (Attachment A).

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

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-330**

### B. Comprehensive Insurance – **TABLED**

The Treasurer recommends approval of Comprehensive Insurance for FY16.

Motion by Mr. Parks, seconded by Mr. Renner, to **Table** agenda Items II. B. & C.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-331**

### C. Close Fiscal Year 2014-2015 – **TABLED IN ABOVE MOTION**

Therefore, by the Board of Education of the Eaton Community School District, a majority of its full membership therein concurring, that to maintain legal compliance at the close of fiscal year 2014-2015, it authorizes the Treasurer to make the required entries and complete the Fiscal Certificate of Supplemental Appropriations, and also make the required entries for the Appropriation Modifications, Fund Advances and Fund Transfers to close this fiscal year.

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_, to approve agenda Item II. C.

Discussion

Cooper \_\_\_ Parks \_\_\_ Renner \_\_\_ Shepherd \_\_\_ Noble \_\_\_

President declares motion \_\_\_\_\_.

**III. Old Business** -- None

**IV. New Business**

**A. Resignations**

The Administration recommends approval of the following resignations:

1. Colin Celek, Teacher, resignation effective August 17, 2015.
2. Priscilla Dodson, School Treasurer, resignation for the purpose of retirement, effective January 1, 2016.
3. Lindsay Silvers, Teacher, resignation effective August 17, 2015.
4. Jessica Staton, School Psychologist, resignation effective June 30, 2015.

Motion by Mr. Parks, seconded by Mr. Cooper, to approve agenda Item IV.A.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-332**

**B. Employment – Retire/Rehire**

The Administration recommends the employment of Ronald Neanen as a Counselor for Eaton Community Schools, beginning July 1, 2015 and continuing through June 30, 2016. Salary and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state and local requirements.

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

Discussion

Cooper Y Parks Y Renner N Shepherd Y Noble Y.

President declares motion PASSED, (4-1).

**#1415-333**

**C. Employment – Retire/Rehire**

The Administration recommends the employment of Cindy Neanen as Director of Education for Eaton Community Schools, beginning July 1, 2015 and continuing through June 30, 2016. Stipulated salary, benefits and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

Motion by Mr. Renner, seconded by Mr. Parks, to approve agenda Item IV.C.

Discussion – Mr. Parks stated there is no board policy for salary – nothing about stipulated salary and benefits and duties per Board Policy.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-334**

**D. Employment – Retire/Rehire**

The Administration recommends the employment of Rodger Clark as Director of Technology for Eaton Community Schools, beginning July 1, 2015 and continuing through June 30, 2016. Stipulated salary, benefits and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

Motion by Mr. Parks, seconded by Mr. Renner, to approve agenda Item IV.D.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-335**

**E. Employment – Administrative Contract**

The Administration recommends Ross Dearth as the Assistant High School Principal on a two year limited contract, July 1, 2015 to June 30, 2017. Salary and duties per Board Policy, Administrative Rules and Regulations, and all applicable state and local requirements.

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item IV.E.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-336**

**F. Employment – Certificated Staff Contracts**

The Administration recommends employment of the following personnel as listed. Salaries, benefits and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. MeLeah Perry, Counselor, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 – June 30, 2016).
2. Rachel Othersen, Teacher, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 – June 30, 2016).
3. Emily Smith, Teacher, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 – June 30, 2016).
4. Samantha Torrey, Teacher, on an initial one-year limited contract for the 2015-2016 school year (July 1, 2015 – June 30, 2016).

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item IV.F.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-337**

**G. Employment – Certificated Staff Extended Service Supplemental Contracts**

The Administration recommends the following extended service supplemental contracts for the 2015-2016 school year. Salaries and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. MeLeah Perry, High School Guidance Counselor – 20 days
2. **Ron Neanen, High School Guidance Counselor – 20 days- SEPARATE VOTE**

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item IV.G.1

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion on agenda Item IV.G.1 PASSED.

**#1415-338**

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda **Item IV.G.2**

Discussion

Cooper Y Parks Y Renner N Shepherd Y Noble Y.

President declared motion on agenda **Item IV.G.2** PASSED, (4-1) . **#1415-339**

#### **H. Employment – Classified Staff**

The Administration recommends the employment of the following personnel for the 2015-2016 school year effective the day after board approval, unless otherwise noted. Employment contingent upon certification (where applicable) criminal background check and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Jessica Foust, Cafeteria Worker
2. Shelbi Nunnery, Educational Aide - Interpreter

Motion by Mr. Cooper, seconded by Mr. Renner, to approve agenda Item IV.H.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

**#1415-340**

#### **I. 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. Andrew Bergeron, Reserve Boys Soccer Coach (1/2 stipend)
2. Maggie Neanen, Varsity Softball Coach
3. John Hitchcock, Boys Tennis Coach

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item IV.I.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED .

**#1415-341**

**J. Athletic Camp Coach**

The Administration recommends the employment the following nominee on one-year limited contract 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. Joe Ferriell, Girls Basketball Youth Camp Worker

Motion by Mr. Parks, seconded by Mr. Renner, to approve agenda Item IV.J.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-342**

**K. Athletic Volunteer**

The Administration recommends approval of the following volunteer for the 2015-2016 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. Joe Ferriell, Volunteer Girls Basketball Coach

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item IV.K.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-343**

**L. Substitute Teacher Pay Rate**

The Administration recommends approval to increase the substitute teacher pay rate from \$75.00 per day to \$90.00 per day.

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

Discussion – Mr. Renner commented he was glad an administrator brought this to their attention.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-344**

**M. Board of Education Policy Update**

The Administration recommends the first reading of Board Policy 2413, Career Advising (Attachment B).

Motion by Mr. Shepherd, seconded by Mr. Cooper, to approve agenda Item IV.M.

Discussion – Mrs. Noble asked when does this begin? Mrs. Neanen said pieces are starting now to help next ten years.

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-345**

**N. Agreement with Butler County Educational Service Center**

The Administration recommends approval of the lease agreement with Butler County Educational Service Center for their Head Start Program (Attachment C).

Motion by Mr. Renner, seconded by Mr. Cooper, to approve agenda Item IV.N.

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-346**

**O. Amend Calamity Day Alternative Make-up Plan**

The Administration recommends the approval of the amended language for the *Resolution Adopting a Calamity Day Alternative Make-up Plan* approved on June 8, 2015 to reflect the new ORC codes and “hours” rather than “days”. This resolution will be filed with the Ohio Department of Education upon approval prior to July 31, 2015 (Attachment D).

Motion by Mr. Renner, seconded by Mr. Shepherd, to approve agenda Item IV.O.

Discussion – Mrs. Noble asked if each school is responsible?



Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-347**

## V. Adjournment

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

Discussion

Cooper Y Parks Y Renner Y Shepherd Y Noble Y.

President declares motion PASSED.

**#1415-348**

President adjourns meeting at 7:56 p.m.

DATE \_\_\_\_\_

PRESIDENT \_\_\_\_\_ TREASURER \_\_\_\_\_

### Upcoming Board Meetings

#### Special Meeting

Tuesday, June 30, 2015 – 1:00 p.m.  
Superintendent's Office

#### Regular Meeting

Monday, July 13, 2015 – 6:00 p.m.  
Hollingsworth East Elementary

THIS AGREEMENT, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is made and entered into by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia 23510 (hereinafter called "Railway"); and

**EATON COMMUNITY SCHOOLS**, a political subdivision of the State of Ohio, whose mailing address is 306 Eaton Lewisburg Road, Eaton, Ohio 45320 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Norfolk Southern Railway Company and Eaton City School District entered into an agreement dated September 15, 1999, (hereinafter called the "Original License"), covering the installation and use of fiber-optic cable (hereinafter called the "Original Facilities") located over and across certain right of way or property and tracks of Railway located at Milepost CF-58 + 198-feet at or near **Eaton, Preble County, Ohio**, as more particularly described in the Original License (Railway Custodian Number 132043); and

WHEREAS, Licensee proposes to install a new 12-strand fiber-optic cable and then remove the existing fiber-optic cable; and

WHEREAS, the Original License requires Licensee to pay annual payments to Railway for occupancy of the Original Facilities located within Railway's right of way or property (hereinafter called the "Billing Requirement") and Railway and Licensee desire to eliminate the Billing Requirement in consideration of the payment by Licensee of a one-time fee; and

WHEREAS, Licensee and Railway desire to supersede and cancel the Original License and to enter into a new agreement.

NOW, THEREFORE, in consideration of the premises and of the promises and covenants hereinafter set forth, it is agreed between the parties hereto as follow:

This Agreement is intended to, and hereby does, supersede and cancel, as of the effective date hereof, the Original License.

In consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of **THREE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS** (\$3,250.00) (hereinafter called the "Fee") to cover the Risk Financing Fee (as hereinafter defined) in the amount of \$1,000.00 and a one-time occupancy fee in the amount of \$2,250.00 and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all

encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the installation, construction, maintenance, operation and removal of a 12-strand fiber-optic cable (hereinafter called the "Facilities") located over and across the right-of-way or property and any tracks of Railway, at or near Milepost CF-58.09, New River - Muncie Line (Latitude N 39.747535, Longitude W 84.632297) in Eaton, Preble County, Ohio, the same to be located in accordance with and limited to the installation shown on print of Drawings marked Exhibit A and Exhibit B, dated June 5, 2015, attached hereto and made a part hereof (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), together with the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the removal of the Original Facilities, upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the installation, construction, maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee acknowledges that the Facilities shall be used only for the transmission of intra-campus voice and data networks, and that any other use of the Facilities shall constitute an immediate event of default pursuant to Paragraph 15 of this Agreement. Licensee accepts the Premises in their current "as is" condition, as suited for the installation and operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.

2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, install, construct, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such installation, construction, maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications of the National Electric Safety Code, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the installation, maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. Licensee will provide Railway with no less than sixty (60) days advance written notice prior to the installation and operation of cathodic protection in order that tests may be conducted on Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") for possible interference. If

the Facilities cause degradation of the Electronic Systems, Licensee, at its expense, will either relocate the cathodic protection or modify the Facilities to the satisfaction of Railway so as to eliminate such degradation. Such modifications may include, without limiting the generality of the foregoing, providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any

labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).

(i) Upon execution of this Agreement, Licensee shall pay Railway a risk financing fee of \$1,000.00 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.

(ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.

(iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation, Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) a receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such



property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in

lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:

c/o Norfolk Southern Corporation  
1200 Peachtree Street, NE - 12<sup>th</sup> Floor  
Atlanta, Georgia 30309-3504  
Attention: Director Real Estate

If to Licensee:

Eaton Community Schools  
306 Eaton Lewisburg Road  
Eaton, Ohio 45320-1105  
Attention: Director of Technology

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in

performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits, mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits. It is understood and agreed by Licensee that Railway cannot and will not make any warranties, representations or guarantees that Licensee's communication system (if any), as located on Railway's property, will not be interrupted.

27. The Licensee, with respect to the indemnification provisions contained in this Agreement, hereby expressly waives any immunity granted or afforded Licensee pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code.

CAREER ADVISING

This policy has been developed as prescribed in R.C. 3313.6020 and the State Board of Education's Model Policy. This policy shall be updated at least once every two (2) years. The policy shall be made available to students, parents/guardians/custodians, and local postsecondary institutions, residents of the District, and shall be posted on the District web site.

Career advising is an integrated process that helps students understand how their personal interests, strengths and values might predict satisfaction and success in school and related career fields, as well as how to tie these interests and strengths to their academic and career goals. Students need to have access to comprehensive resources and support to prepare for their future success. Through relevant classroom instruction, career-related learning experiences, and a program of counseling and advising, students can discover their interests and explore academic and career pathway options.

The District's Career Advising Plan shall include:

- A. Grade-level examples that link students' schoolwork to one (1) or more career field
- B. Career advising to students in grades K-12, which includes age-appropriate activities and also includes creating and maintaining a Student Success Plan beginning in grade 6.
- C. Additional interventions and career advising for students who are identified as at risk of dropping out of school.

These may include:

- 1. Identifying students who are at risk of dropping out of school using a local, research-based method, such as the Early Warning System offered by the Ohio Department of Education, with input from teachers, school counselors and other appropriate school staff.
- 2. Developing a Student Success Plan for each at-risk student that addresses the student's academic and career pathway to a successful graduation and the role of career-technical education, competency-based education and experiential learning when appropriate.

3. Before developing a Student Success Plan, District staff will invite the student's parent/guardian/custodian to assist. If that adult does not participate in the plan development, the District will provide the adult a copy of the plan, a statement of the importance of a high school diploma and a listing of the pathways to graduation available to the student.

D. Training for employees on how to advise students on career pathways, including training on advising students using the tools available in OhioMeansJobs K-12.

This may also include training on other online tools provided that offer resources for discovering career interests, exploring and researching career and education options and supporting the development of a Student Success Plan.

E. Multiple academic and career pathways through high school that students may choose to earn a high school diploma, including opportunities to earn industry-recognized credentials and postsecondary course credit.

F. Information on courses that can award students both traditional academic and career-technical credit.

G. Documentation on career advising provided for review by the student, student's parent, guardian or custodian, and schools the student may attend in the future.

This may include activities that support the student's academic, career and social/emotional development, such as those saved to a student's OhioMeansJobs K-12 Backpack.

H. The supports necessary for students to have successful transitions from high school to their postsecondary destinations, including interventions and services for students in need of remediation in mathematics and English language arts.

R.C. 3313.6020, Ohio Model Policy on Career Advising (ODE) (December 2014)

**EATON COMMUNITY SCHOOLS**  
304 Eaton Lewisburg Rd  
Eaton, Ohio 450320

**LEASE AGREEMENT WITH BUTLER COUNTY ESC FOR HEAD START PROGRAM**

This is a lease agreement for classroom and related space between the Eaton Board of Education, 304 Eaton Lewisburg, Eaton, Ohio 45320, and the Butler County Educational Service Center (BCESC), who administers the Head Start Program, their successors or assignees whose address is 400 N. Erie Blvd. Hamilton, Ohio 45011, hereinafter referred to as the BCESC.

WHEREAS, the Butler County Educational Service Center has sought help from the Eaton Board of Education to provide space with the intent of operating the Head Start Program and other preschool and family related programs for the children and families of the service areas, and

WHEREAS, the property described below is under the jurisdiction of the Eaton Board of Education, and the lease of said property will not materially damage or interfere with the use or maintenance of the building and surrounding Eaton Board of Education owned land, and

WHEREAS, the Eaton Board of Education offers the use of classroom and related space for the period beginning July 1, 2015, and ending June 30, 2016, for daytime preschool activities regularly scheduled with students and staff in session five (5) days per week.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Eaton Board of Education hereby grants this lease agreement to the Butler County Educational Service Center Governing Board under the following terms and conditions:

**DESCRIPTION – EAST ELEMENTARY SCHOOL:**

The lease premises are located at 506 N. Aukerman Street, Easton, OH 45320. The Eaton Board of Education will grant the BCESC use of the building classroom and related space. Storage space in designated areas and classrooms not used by the Head Start or other preschool programs shall be reserved for use by the Eaton Community Schools.

The playground area, which serves Eaton Elementary School, may be used for outdoor play activity under supervision by Head Start staff. The BCESC Head Start staff shall schedule the playground areas with the principal of East Elementary School to avoid conflict with the school's scheduled activities.

The gymnasium may be used by both the Head Start Program, East Elementary School, and other school district related groups for assemblies, and other school district related activities i.e., sports activities and practices in the evenings. Priority will be given to the Eaton School's functions. Schedules for the gymnasium will be maintained by the East Elementary School principal or a Board of Education designee. Maintenance/custodian cleanup shall be the responsibility of the respective groups using the gymnasium; i.e., Head Start shall be responsible for cleanup of the gymnasium when they use it, and the related functions shall be responsible for the care and cleanup of the gymnasium area following their use of the gymnasium area.

**PERSONAL PROPERTY:** The BCESC will be responsible for classroom furnishing.

**TERM:** This Agreement shall be approved on a five (5) day per week basis, with students and staff in session, for the period beginning July 1, 2015, and ending June 30, 2016, unless otherwise terminated in accordance with the termination provisions herein. This lease will be evaluated annually and shall automatically renew for an additional year. The Eaton Board of Education may non-renew this Agreement by providing ten (10) days' notice prior to the expiration thereof.

**RENOVATIONS/MODIFICATIONS:**

The BCESC agrees not to make any renovations and/or modification to the East Elementary School building without the consent of the Eaton Board of Education and/or their designee. All renovations and modifications, including cost and labor, will ultimately be the responsibility of the BCESC Board of Education. The BCESC acknowledges the premises are suitable for the use intended by the Head Start Program and agrees to pay the cost of all remodeling, painting, alterations, or additions required by the BCESC Head Start Program during the term of the lease. All renovations and improvements to the East Elementary School facility shall become the property of the Eaton Board of Education.

**REPAIRS/REPLACEMENT COST:**

The Eaton Board of Education shall provide all normal structural repairs as required and conduct its normal preventative maintenance program for the property including the electrical, mechanical, and structural maintenance programs. The Eaton Board of Education shall be responsible for routine fire extinguisher inspections. Should repairs caused by extraordinary occurrence be required as a result of the BCESC Head Start Program's operation, the Eaton Board of Education shall arrange for such repairs at the BCESC Head Start Program's expense.

**FOOD SERVICE AND TRANSPORTATION:** Food service for morning and afternoon students and transportation for the students for the Head Start Program shall be the responsibility of BCESC Head Start.

**CONTINGENCY:** It is agreed that this lease is made subject to funding provided or to be made by the United States Government Department of Health and Human Services and/or the Ohio Department of Education, and that neither of these agencies or the Butler County Educational Service Center shall be liable for the payment of rent under the lease or any renewal or extension thereof unless and until funding is made available.

**CALAMITY:** If the property is destroyed or rendered untenable by fire, natural disaster, or unavoidable accident, in which case, either party shall have the option of declaring this agreement terminated or the costs shall be abated by the Eaton Board of Education until such time that the property is tenable.

**LIABILITY:** The BCESC Board of Education shall indemnify and hold harmless the Eaton Board of Education, as a result of the BCESC Head Start Program's use of the property from and against any and all claims, demands, damages, actions, or cause of action, together with any and all losses, costs, or related expenses asserted by any person or persons for bodily injury or death during the period the BCESC occupies the property. In addition, the BCESC agrees to carry liability insurance in the amount of \$1,000,000 and then add the Eaton Board of Education as an endorsed insured on BCESC comprehensive liability coverage.

**INSURANCE:** The Eaton Board of Education shall provide fire and extended insurance coverage on the structure and Board owned personal property in an amount determined reasonable by the Eaton Board of Education. The BCESC shall provide insurance on BCESC Head Start Program-owned property. All personal property owned by BCESC upon the East Elementary School facility shall be at the risk of the BCESC. The Eaton Board of Education shall not be liable for any injury or damage to personal property occurring upon the East Elementary School property and the BCESC property which is the fault of BCESC or Head Start staff.

**DEFAULT/ENFORCEMENT:** If the BCESC breaches or defaults on any of the terms or conditions of this agreement, the Eaton Board of Education shall provide the BCESC Head Start Program's Director written notification of the breach or default. The BCESC will have thirty (30) days from the date of receipt of the notification to correct the breach or default. If the BCESC fails to cure the breach (as determined in the sole judgment and discretion of the Eaton Board of Education) within this thirty (30) day period, the Eaton Board of Education has the right to terminate this agreement.

**EARLY TERMINATION:** In the event that the Eaton Board of Education should have need of the total facility (East Elementary School), or in part, including spaces or rooms so designated in this lease for storage and the gymnasium area or for any school purpose, the Eaton Board of Education shall give a thirty (30) day notice to the Butler County Educational Service Center Head Start Program Director. Either party may cancel this lease by giving the other party thirty (30) days written notice of such termination.



**RIGHT TO INSPECT PREMISES:** The Eaton Board of Education reserves the right to inspect the premises at any time without notice but without disruption to the operation of the Head Start Program.

**REPRESENTATIVES:** Where this lease agreement refers to either the Eaton Board of Education or the Butler County Educational Service Center (BCESC), those terms shall include the agents, employees, or authorized representatives of each party.

**Eaton Community Schools IRN 043935  
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 2015-2016 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.**