YOUNGSTOWN BOARD OF EDUCATION

- A G E N D A -

Tuesday, October 13, 2015
5:30 p.m.
- Board Room –
- Formal Meeting -
  I.L. Ward
THE YOUNGSTOWN BOARD OF EDUCATION

Brenda Kimble, President
Michael Murphy, Vice-President
Jacqueline Adair
Richard Atkinson
Marcia Haire-Ellis
Ronald Shadd
Jerome Williams

Stephen Stohla, Interim Superintendent
Dr. Milton A. Walters, Asst. Superintendent
James Reinhard, Treasurer
Harry Evans, Business Manager

REGULAR BOARD MEETING
October 13, 2015
AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES
   Regular
   September 22, 2015

VI. COMMUNICATIONS/RECOGNITIONS

VII. REQUESTS TO ADDRESS THE BOARD (Citizens Participation)

VIII. BOARD RECOMMENDATIONS/PRESENTATION (ORANGE)
   • Board’s Recommendations

IX. TREASURER’S RECOMMENDATIONS (BLUE)

X. SUPERINTENDENT’S RECOMMENDATIONS
   • Superintendent’s Motions/Resolutions (ORANGE)
   • Business Office Recommendations (GREEN)
   • Personnel Recommendations (YELLOW)
   • Policy Recommendations (PINK) (* First Reading)

XI. BOARD REPORTS/ COMMITTEE CHAIR’S REPORTS

XII. TREASURER’S REPORT

XIII. SUPERINTENDENT’S REPORT

XIV. UNFINISHED BUSINESS

XV. NEW BUSINESS

XVI. EXECUTIVE SESSION (if necessary)

XVII. ADJOURNMENT

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda.
Exhibit
Executive Sessions

BOARD OF EDUCATION

The undersigned chair or presiding officer, under oath, certifies that a meeting of the Board of Education was held on _________________. The Board closed its meeting as permitted by the Open Meetings Act of Ohio. The only matters considered or discussed during the closed portion of executive session of its meeting are as checked below:

1. _______ The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing;

2. _______ The purchase of property for public purposes or the sale of property at competitive bidding;

3. _______ Conferences with the board’s attorney to discuss matters which are the subject of pending or imminent court action;

4. _______ Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees;

5. _______ Matters required to be kept confidential by federal law or rules or state statutes;

6. _______ Specialized details of security arrangements.

This _____ day of ____________________, ________

______________________________
Chair or Presiding Officer
Board’s Recommendations

October 13, 2015
Item 1: Appointment of Sherry Tyson as treasurer - Effective January 1, 2016 through December 31, 2017.
BOARD'S RECOMMENDATIONS
October 13, 2015 (Revision)

Item 1: Appointment of Sherry Tyson as treasurer - Effective January 1, 2016 through December 31, 2017; subject to negotiating and entering into an employment contract.
Treasurer's Recommendations
James Reinhard

October 13, 2015
TREASURER'S RECOMMENDATIONS
TO THE BOARD OF EDUCATION
October 13, 2015

Treasurer James Reinhard presents the following items for approval:

Item I: It is recommended that the acknowledgement of fiscal agent status for the following contracts of PSI to be paid from Auxiliary Service Funds (401) for speech/language pathologist, health aide, and clerk be recognized for:
St. Christine School $16,524
Valley Christian School $36,518.40

And the contract of Aaris Therapy Group for speech/language, occupational, and physical therapy be recognized for:
Valley Christian School $25,000

Item II: It is recommended that the following be approved as Clerk Custodians for the 2015-2016 school-year:

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<tr>
<th>SCHOOL</th>
<th>CLERK CUSTODIAN</th>
<th>PRINCIPAL</th>
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<tr>
<td>CHANEY</td>
<td>STEPHANIE GREATHOUSE</td>
<td>JOSEPH KRUMPARK</td>
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<td>MCGUFFEY</td>
<td>PAUL GLUCK</td>
<td>CATHY DORBISH</td>
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<td>YEC</td>
<td>TERRI WHIPPLE</td>
<td>MONICA JONES</td>
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<td>WILSON</td>
<td>SAMANTHA SWINSON</td>
<td>TOD MORRIS</td>
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<td>REC</td>
<td>ANGEL DAYE</td>
<td>DEBORAH DIFRANCESCO</td>
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<td>TAFT</td>
<td>LOIS THORNTON</td>
<td>JOHN MCMANAN</td>
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<td>BUNN</td>
<td>KRISTINE FETHEROLF</td>
<td>WILLIAM BAUN</td>
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<td>HARDING</td>
<td>VICKIE MCELROY</td>
<td>SUSAN KOULIANOS</td>
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<td>M L KING</td>
<td>VERLENE COWARD</td>
<td>ARTEMUS SCISSLUM</td>
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<td>WILLIAMSON</td>
<td>NANCY WASHINGTON</td>
<td>RENEE FORESTER</td>
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<td>EAST</td>
<td>JEANNE CONSTANTINE</td>
<td>TRYVAN LEECH</td>
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<td>CHOFFIN</td>
<td>CATHERINE ATTERBERRY</td>
<td>JOE MERANTO</td>
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<td>DEBRA ZAMUDIO</td>
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<td>CHOFFIN</td>
<td>JEN SPAHN</td>
<td>JOE MERANTO</td>
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<tr>
<td>DISCOVERY @ KIRKMERRE</td>
<td>LORA GAYAN</td>
<td>MISHA SCOTT</td>
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<td>D3 AT VOLNEY</td>
<td>CHRISTIAN HAIRSTON</td>
<td>LINDA REIGELMAN</td>
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<tr>
<td>DISCOVERY @ VOLNEY</td>
<td>MICHELLE PALMER</td>
<td>MISHA SCOTT</td>
</tr>
<tr>
<td>DISCOVERY @ EAST</td>
<td>CHRISTIAN HAIRSTON</td>
<td>LINDA REIGELMAN</td>
</tr>
</tbody>
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Item III: It is recommended that the following Board Member request for travel be approved:

Jackie Adair, Mike Murphy and Brenda Kimble to attend the OSBA Capital Conference in Columbus, Ohio, November 8-11, 2015

Registration $ 825
Hotel $2,835
Black Caucus Dinner $ 210

Total $ 3,870

Plus miscellaneous costs as per Board Policy

Brenda Kimble to attend the Ohio Coalition for Equity and Adequacy Conference in Dublin, Ohio on October 17, 2015

Miscellaneous costs as per Board Policy
I wish to recommend to the Board the following resolution:

Item 1:

RESOLUTION
TO THE BOARD OF EDUCATION
October 13, 2015

RESOLUTION NO. 10-13-15-1

APPROVAL FOR SUBMISSION FOR FY 2015-2016

WHEREAS, the Board of Education of the Youngstown City School District is committed to provide educational invention for all children through a variety of services that enhance the educational process of students with disabilities; and

WHEREAS, the Board of Education recognizes the need for early intervention that will enable children to perform on grade level and reach academic potential.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Youngstown City School District does approve the Positive Student Support Team who include the following Teacher Leader:

Ashlee Cline REC

Supplemental Contract 6.5% of base salary per YEA contract
I wish to recommend to the Board the following recommendation:

RECOMMENDATION
TO THE BOARD OF EDUCATION
October 13, 2015

Item 1: I wish to recommend to the Board the following job description:

The Security Assistant/Assignment Officer - Job Description attached (Exhibit 1)

Item 2: I wish to recommend to the Board the contract for Choffin with Eastern Gateway for approval:

a. 1-Year Machining Program;
b. 1-Year Welding Program; and
c. 3-Year Welding Program.

Contracts attached (Exhibit 2: a, b, & c)
The Security Assistant /Assignment Officer

JOB DESCRIPTION

Classification Responsibilities: The Security Assistant Assignment Officer assists in the planning, directing, and coordinating of security activities in Youngstown City School District and is responsible for the supervision of security personnel. Work involves resolving problems of the highest technical nature when required. Duties include: assisting in planning, staffing, and directing security activities; assisting in coordinating, preparing, and administering security personnel; conducting administrative studies of management problems and concerns; developing comprehensive programs designed to effectively correct operational deficiencies; investigating complaints about security personnel conduct and services; and making recommendations on performance ratings, disciplinary actions, and related matters. The Security Assistant Assignment Officer represents the security department at various meetings and conferences and speaks before community groups on the role of the School Security Department.

Distinguishing Features: This is an at-will position. In the absence of the Security Chief, The Security Assistant Assignment Officer has the authority to represent or act as the Security Chief. Supervision is received from the Security Chief who delegates the day-to-day planning, staffing, and decision-making functions to the Security Assistant Assignment Officer.

CRITICAL FUNCTIONS

Communication: Communicates with security personnel and school administration, school staff, and general public in order to answer inquiries and complaints, give directions, and explain actions of the security Department and its policies and procedures. Provides information, gives instructions, and responds to questions from school employees and general public in order to enhance public relations and employee morale. Prepares and reviews the following: administrative studies of management problems and concerns, program proposals, recommendations regarding performance ratings and disciplinary actions, statistics and reports on departmental activities, and departmental policies and procedures.

Manual/Physical: Attends meetings and observes, inspects, or monitors the behavior of security personnel to determine and maintain compliance with departmental policies and procedures. Maintains the ability to perform all duties of the security chief. Operates a motor vehicle requiring a standard Ohio’s Driver’s License to attend meetings and conduct presentations, respond to school crime scenes, and travel to schools or other board owned facilities.

Mental: Comprehends and makes inferences from written material including: departmental policies and procedures, federal and state laws, City codes, School Personnel Rules, police reports, and administrative studies in order to resolve complex operational and procedural problems; formulate programs and plans to maintain departmental efficiency and responsiveness; and make fair and consistent recommendations on performance ratings, disciplinary actions, and other personnel matters.
Analyzes information, statistics, and reports on departmental activities in order to determine security service needs, availability of resources, and if existing programs meet the needs of the district. Supervises and evaluates the work of subordinate personnel by reviewing results achieved and ensuring conformance to standards.

**Knowledge and Abilities:**

Knowledge of: the theories, principles, and practices of effective security administration with particular attention to planning and organizing security services and operations; the theories, principles, and practices of effective security administration, with special reference to policies and personnel; modern management techniques, supervisory practices, and evaluation methods; K12 school organization and management; the principles and methods of budget preparation and monitoring; the activities, objectives, and ideas of security services and operations;

Ability to: assist with planning, organizing, staffing, and directing the range of activities commonly found in a progressive K12 security department; organize and direct the activities of a large staff engaged in providing security services; directly supervise special functions or programs as may be assigned by the Security Chief; organize and direct personnel in emergency situations; deal effectively with the general public and representatives of other law enforcement agencies, City departments, state, county, and federal governments, courts, and private agencies in coordinating activities and resolving problems; establish and maintain effective working relationships with staff, City officials, community organizations, courts, and the general public; and act as Security Chief in the Security Chief's absence.

The duties listed above are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the Youngstown City School District as the needs of the District and requirements of the position change.

No increase in pay is already compensated 1.5 hrs per day for scheduling.

\[Signature\]

9/25/15
One-Year Lease of Space in Choffin Career Center
Between
Youngstown City School District
And
Eastern Gateway Community College
For
Machining Program

This Lease Agreement ("Lease") is made by and between the Youngstown City School District (an Ohio Public School District), 20 W. Wood Street Youngstown, OH. 44501 (herein "District"), and Eastern Gateway Community College (an Ohio Public Community College), 4000 Sunset Boulevard, Steubenville, Oh. 43952, (herein "EGCC")

Whereas, The District has found and determined that a portion of its property, commonly known as the Choffin Career Center and Technical Center (the building and land on which it is situated) is not presently entirely needed for public school purposes of the Board, such property being located at 200 E. Wood Street, Youngstown, Ohio 44503: and

Whereas, EGCC desires to use the District’s "machining lab" at Choffin for EGCC student instruction until EGCC’s machining lab at the Youngstown Business Incubator ("YBI") is ready for occupancy; and

Whereas, the District has found and determined that a portion of such property should be leased to EGCC according to the terms and conditions set forth in this lease, as authorized by R.C. 3313.75 and R.C. 3313.17, subject to early termination as provided in the Lease; and

Whereas, the District and EGCC acknowledge that this Lease establishes solely a tenancy relationship between them and that no ownership rights, options, or expectancies are in any way or to any extent established herein for EGCC.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties contained herein, the parties hereto agree as follows:

Article 1
Description

The District hereby leases and EGCC hereby agrees to lease a portion of the Premises comprising of the machining lab, and restroom located on the first (1st) floor and depicted on Attachment A (herein "Premises") of the Choffin Career and Technical Center (herein "Building") for the purposes of educational services and all applicable support and connected services therein. The Premises shall be provided to EGCC at the beginning of the term "AS IS" condition, includ-
ing, lab equipment, fixtures, and furniture in and about the Premises. The Premises shall be used and occupied by EGCC only, when Choffin's high school students are not using and occupying the Premises. The Premises shall be used and occupied by EGCC for its machining program only and for no other purposes.

Article 2
Rent

2.1 EGCC agrees to pay as rent for the Premises and other goods and services, all as set forth in this Lease, the sum of $12,000.00 for the initial term of one year, payable in equal monthly installments of $1,000, payable in advance on the fifteenth day of each calendar month during the term of this Lease. The first installment shall be due and payable on December 15, 2015, unless the Lease is terminated earlier pursuant to Article 4 to facilitate EGCC's move to the machining lab at the YBI.

2.2 Thereafter, should this lease be renewed for successive one-year periods, as provided in section 3.2 of this lease, EGCC agrees to pay as rent for the premises and other goods and services the sum of $37,926.00 per year payable in equal monthly installments of $3,160.50 for the first one-year renewal and in succeeding years, payable in advance on the fifteenth day of each calendar month during the term of this lease.

2.3 Any rent received by the District more than (10) days late shall be subject to interest at the rate of five percent (5%) per annum from the due date to the date paid. EGCC shall pay the rent to the District at the office of its Treasurer, 20 W. Wood Street, Youngstown, Ohio 44503, or at such other place as the District shall designate from time to time in writing. Except as may otherwise be provided herein, the utilities for building services such as electricity for lights, natural gas, refuse collection, snow removal, water and sewage charges, and building security systems, are included in the foregoing rent.

Article 3
Term

3.1 The initial term of this Lease shall be for a period of 1 year beginning January 1, 2016 and ending December 31, 2016. The Parties may renew this lease for successive one-year terms upon written agreement executed by the Parties thirty (30) days prior to the termination date.

3.2 The District and EGCC may renew this lease for two (2) successive one-year renewal terms after the expiration of the initial term, on the same terms as this Lease, except that the rental for the successive renewal terms shall be as set forth in Article 2 above. Any such agreement to renew the Lease must be in writing and signed by the parties at least 30 days prior to the expiration of the initial term and, if applicable, the first renewal term.
Article 4
Termination

4.1 This Lease may be terminated prior to the end of the initial term or any renewal term by either Party for any reason upon three (3) months written notification of termination. EGCC shall remove all personal property, signage, movable equipment, and movable fixtures placed on the leased Premises by EGCC and restore the leased Premises to the condition comparable to that at the beginning date of this Lease. Normal wear and tear of the Premises is not the responsibility of EGCC. EGCC shall have no claim against the District for the value of any unexpired term of lease, nor for any costs related to the removals referred to in this paragraph. In any such event, EGCC shall peacefully and quietly yield up and surrender the Premises to the District and remain liable to the District for all losses, liabilities and damages sustained by reason of or during EGCC's tenancy, excluding future rental payments after the date of termination.

4.2 EGCC shall remove any moveable fixtures, moveable equipment, personal property, and signage installed by EGCC on the leased Premises within thirty (30) days after expiration or termination of this agreement; thereafter, if moveable fixtures, moveable equipment, personal property, and signage are left by EGCC, title to same will be transferred to the District, if the District so requests.

Article 5
Occupancy

The District hereby acknowledges that occupancy of the Premises will be granted upon the first day of the initial term of this Lease. The District also acknowledges that other portions of the Building are occupied and that nothing herein shall in any way be construed to give EGCC, its employees, students, business invitees or agents occupancy or use of any other portion of the Building; however upon request by EGCC subject to prior approval of the District, EGCC may, on specific occasion have use of the CCTC first floor multipurpose room with no additional rental fee. EGCC shall have access to the Premises whenever the Building is open which is typically during the hours of 7 a.m. to 10 p.m. Monday through Friday during the regular school year of the District, and 7 a.m. to 5 p.m. Monday through Friday during the summer, excluding holidays. Subject to prior District approval and security requirements of the Building, the District may provide after-hours access to EGCC staff per the request of the EGCC site administrator.

Article 6
Utilities

6.1 Except for the utilities and services mentioned in Article 1 and hereafter in 6.2 which are included in the rent paid by EGCC to the District, EGCC shall contract for and pay to utility and service providers the cost of the following utilities and services provided to the Premises during the term of this Lease:
• Telephone
• Telefax
• Cable television and/or internet
• Satellite television or computer connections

EGCC shall obtain these utilities or services directly from the supplier and shall pay for them directly to the supplier.

6.2 The District shall furnish EGCC the following services for the Premises:

a. Cleaning, Janitor and window washing services standard for the building.

b. Standard year round heat and air conditioning to the extent required to maintain interior temperatures compatible with normal standards of comfort as determined by the District. The parties agree that:
   i. EGCC at all times shall cooperate fully with the District with respect to, and shall observe all regulations which the District may from time to time establish for the proper functioning, protection and control of the District’s heating and air conditioning equipment.
   ii. The District, through its agents and employees, at all reasonable time shall have the right to enter the Premises and to have free access to any equipment and the components thereof located on the Premises for the purpose of the repair, maintenance and preservation of the heating and air conditioning equipment.
   iii. EGCC will not damage or abuse any heating and air conditioning equipment nor permit the same to be done.
   iv. Neither EGCC nor its agents, employees or invitees shall tamper with, or otherwise in any manner adversely affect, the mechanical or electrical components of heating and air conditioning equipment, and any damage to the same caused by the willful or negligent act or acts of EGCC or its agents, employees or invitees shall be paid for by EGCC promptly upon receipt of a statement of the amount thereof.

c. Cold and hot water at standard building temperatures for sanitary purposes only.

d. Electric current for lighting and normal business machines. Any new or additional electrical facilities required to service equipment installed by EGCC and all changes in existing electrical facilities, in or servicing the Premises required by EGCC (if permitted by the District) shall be installed, furnished or made by EGCC at its expense. If electric current required for additional electric facilities is beyond normal current or normal lighting and usual business machines, then either a separate meter for bill-
ing or an agreed to surcharge will be entered into as an addendum to this Lease for an additional payment to be made by EGCC covering the cost of additional electric. Replacement of Ceiling lamps or bulbs, ballast and starters shall be at EGCC’s expense, but installation shall be performed by the District.

Article 7
Security

The District shall provide security services for the Premises of the same type and in the manner as provided at the Building.

Article 8
Signage

Subject to prior written approval of the District as to size, number, design and specific location and configuration, the District shall allow placement of signage by EGCC as follows: 1. A directional sign at the corner of Wick Avenue and Wood Street on the property of the District’s central office location, and a sign at the corner of Watt Street and Route 289, 2. A banner or sign on the exterior of the Building and, 3. Interior Building signs as appropriate. EGCC shall be responsible for all costs associated with signage.

Article 9
Parking

The District shall provide fifteen (15) designated and reserved parking spaces for EGCC staff. EGCC students, visitors and business invitees shall have access to the Building parking lots. Any additional parking agreements with adjacent property owners shall be the sole responsibility of EGCC.

Article 10
Custodial, Maintenance and Repair

The District shall provide maintenance and custodial services for the Premises, which are standard for the Building, including restroom and cleaning supplies, cleaning services, replacement of light bulbs, repair and maintenance of the Building, windows and structure, and all fixtures and mechanical systems which are part of the Premises or impact the quiet enjoyment and use of the Premises by EGCC.

Article 11
Waste

11.1 EGCC shall not commit or suffer to be committed any waste on the Premises nor maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.
11.2 In the event any act of EGCC, its employees, agents or invitees, causes damage to the Premises, the District shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs for repairs or corrections shall be payable by EGCC to the District as additional rent on the next rental installment date.

11.3 EGCC shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of any zoning, building or other laws or regulations.

11.4 EGCC shall observe and comply with the rules and regulations issued by the District from time to time with respect to the use, safety, care and cleanliness of the Building.

**Article 12**
**Alterations**

EGCC shall not alter or improve the Premises without prior written consent of the District. Any and all alterations, additions, improvements and fixtures made or placed in or on said Premises shall on expiration or termination of this Lease belong to the District without compensation to EGCC unless otherwise agreed to in writing executed by both parties. Before installing any fixtures or features in or on the Premises, EGCC shall receive the prior written approval of the District. Any such alterations or improvements shall comply with the building code and zoning code then in effect for the Premises.

**Article 13**
**Quiet Enjoyment**

The District shall on the commencement date of the term of this Lease, place EGCC in quiet possession of the Premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire term of the Lease and each extension thereof, as long as EGCC is not in default of this Lease. There shall be other uses of the Premises by the District when EGCC is not occupying the Premises.

**Article 14**
**Inspection/Emergency Maintenance**

EGCC shall permit the District and its agents to enter into and on the Premises at all reasonable times for the purpose of inspection of the same, provided that the District provides EGCC with 24-hour notice. The District shall have immediate access to the Premises should emergency security, repairs or maintenance issues arise.
Article 15
Assignment

Neither Party may assign or sublet its rights or delegate its duties under this Lease.

Article 16
Jurisdiction, Venue and Governing Law

The Parties agree to jurisdiction in Ohio in connection with any dispute between them arising out of this Lease and venue for any such dispute to be in the state courts sitting in Mahoning County. This Lease shall be governed by and construed in accordance with Laws of the State of Ohio.

Article 17
Indemnity Insurance and Workers Compensation

17.1 Each Party hereby agrees to be responsible for any personal injury or property damage caused by the negligent actions, omissions, or use of the Premises by or through itself or its agents, employees or agents and each Party further agrees to defend itself and be responsible for those judgements and costs which arise from such negligent acts, omissions or use. Nothing in this Lease shall impute or transfer any such responsibility from one to the other. Both Parties shall maintain a policy of general liability insurance with the limit of not less than $1 Million per occurrence, naming each other as an additional insured. Each Party shall maintain workers compensation coverage on all its employees working at the Premises.

17.2 In any event of loss or damage to the Building, the Premises and/or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, of any claim against the other Party for loss or damage within the scope of the insurance, and each Party, to the extent permitted, for itself and its insurers waives all insured claims against the other Party.

17.3 On securing the foregoing coverages, and prior to the commencement date of this Lease, EGCC and the District shall give each other written notice of such coverages together with certificates of insurance evidencing the appropriate policies.

Article 18
Notice

All notices and payments to the District shall be directed to:

The Youngstown City School District
Attn: James Reinhard, Treasurer
20 West Wood Street
All notice to EGCC shall be directed to:

East Gateway Community College
Attn: James McGrail III, Vice President for Business Services
4000 Sunset Boulevard
Steubenville, Ohio 43952

Article 19
Severability

If any one or more of the Articles or provision contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable, such Article or provision shall be deemed severed from this Lease without affecting the validity of the remainder of the Lease.

Article 20
Amendment

This Lease contains the complete understanding of the Parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both Parties.

Article 21
Compliance with Laws

In performing their obligations under this Lease, the Parties shall comply with all applicable state and federal laws and regulations, state executive orders and shall not unlawfully discriminate against any employee or student on the basis of race, sex, religion, disability, national origin or veteran status.

Article 22
Counterparts: Facsimile Signatures

This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single lease between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

Article 23
Waiver and Force Majeure

No waiver by the Parties hereto of any default or breach of any Article or provision of this Lease shall be deemed to be waiver of any other breach of the same or any other Article or provision contained herein. Neither Party shall be required to perform any Article or provision in this
Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, or other labor restrictions, material shortages, any governmental authorities, civil riot, floods, and any other cause not reasonably within the control of either Party and of which by the exercise of due diligence either Party is unable wholly or in part to prevent or overcome. If the District shall convey title to the Premises pursuant to a sale or exchange of property the District shall not be liable to EGCC or successor of EGCC as to any act or omission from and after such conveyance. If the District shall convey title to the Premises pursuant to a sale or exchange of property, this Lease shall be transferred, in whole, for the remaining period of this Lease.

Article 24
Defaults and Remedies

24.1 If EGCC shall allow the rent to be in arrears for more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of five (5) days after written notice from the District, or should any entity other than EGCC secure possession of the Premises, or any part thereof, in any manor whatsoever, the District may at its option, without notice to EGCC, terminate this Lease, and the District may re-enter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

24.2 All rights and remedies of the District under this Lease shall be cumulative, and none shall exclude any other or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

24.3 If the District defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, EGCC may elect to terminate this Agreement on giving at lease thirty (30) days' written notice to District of such intention, thereby terminating their Agreement on the date designated in such notice, unless the District shall have cured such default prior to expiration of the thirty (30) days period to the reasonable satisfaction of EGCC.

The Parties listed below, have the full legal right, authority and approval required by law to execute this Lease and by their signatures are in agreement with the above stated Articles.

The Youngstown City School District

By: ____________________________________________
    President

Printed Name: __________________________________

Date: _________________________________________

By: ____________________________________________
Treasurer

Printed Name: __________________________________________

Date: __________________________________________

Eastern Gateway Community College

By: __________________________________________

President

Printed Name: __________________________________________

Date: __________________________________________

By: __________________________________________

Printed Name: __________________________________________

Date: __________________________________________
One-Year Lease of Space in Choffin Career Center

Between

Youngstown City School District
And

Eastern Gateway Community College
For
Welding Program

This Lease Agreement ("Lease") is made by and between the Youngstown City School District (an Ohio Public School District), 20 W. Wood Street Youngstown, OH. 44501 (herein "District"), and Eastern Gateway Community College (an Ohio Public Community College), 4000 Sunset Boulevard, Steubenville, Oh. 43952, (herein “EGCC”)

Whereas, The District has found and determined that a portion of its property, commonly known as the Choffin Career Center and Technical Center (the building and land on which it is situated) is not presently entirely needed for public school purposes of the Board, such property being located at 200 E. Wood Street, Youngstown, Ohio 44503: and

Whereas, EGCC desires to use the District’s “welding lab” at Choffin for EGCC student instruction until EGCC’s welding lab at Choffin is ready for occupancy under a separate lease with the District; and

Whereas, the District has found and determined that a portion of such property should be leased to EGCC according to the terms and conditions set forth in this lease, as authorized by R.C. 3313.75 and R.C. 3313.17, subject to early termination as provided in the Lease; and

Whereas, the District and EGCC acknowledge that this Lease establishes solely a tenancy relationship between them and that no ownership rights, options, or expectancies are in any way or to any extent established herein for EGCC.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties contained herein, the parties hereto agree as follows:

**Article 1**
**Description**

The District hereby leases and EGCC hereby agrees to lease a portion of the Premises comprising the welding lab and classroom, office space, and restroom located on the first (1st) floor and depicted on Attachment A (herein “Premises”) of the Choffin Career and Technical Center (herein “Building”) for the purposes of educational services and all applicable support and connected services therein. The Premises shall be provided to EGCC at the beginning of the term in
"AS IS" condition, including welding lab equipment, fixtures and furniture in and about the Premises. The Premises shall be used and occupied by EGCC only when Choffin's high school students are not using and occupying the Premises. The Premises shall be used and occupied by EGCC for its welding program only and for no other purposes.

Article 2
Rent

2.1 EGCC agrees to pay as rent for the Premises and other goods and services, all as set forth in this lease, the sum of $12,000.00 for the initial term of 1 year, payable in equal monthly installments of $1,000.00, payable in advance on the fifteenth day of each calendar month during the term of this lease, unless the Lease is terminated earlier pursuant to Article 4 to facilitate EGCC's move to the new welding lab at Choffin subject to a separate Lease.

2.2 Thereafter, should this lease be renewed for successive one-year periods, as provided in section 3.2 of this lease, EGCC agrees to pay as rent for the premises and other goods and services the sum of $37,926.00 per year payable in equal monthly installments of $3,160.50 for the first one-year renewal and in succeeding years, payable in advance on the fifteenth day of each calendar month during the term of this lease.

2.3 Any rent received by the District more than (10) days late shall be subject to interest at the rate of five percent (5%) per annum from the due date to the date paid. EGCC shall pay the rent to the District at the office of its Treasurer, 20 W. Wood Street, Youngstown, Ohio 44503, or at such other place as the district shall designate from time to time in writing. Except as may otherwise be provided herein, the utilities for building services such as Electricity for lights, Natural gas, refuse collection, snow removal, water and sewage charges, and building security systems, are included in the foregoing rent. EGCC will be responsible for the electrical usage consumed by the welders and welding equipment.

Article 3
Term

3.1 The initial term of this lease shall be for a period of 1 year beginning January 1, 2016 and ending December 31, 2016. The Parties may renew this lease for successive one-year terms upon written agreement executed by the Parties thirty (30) days prior to the termination date.

3.2 The District and EGCC may renew this lease for two (2) successive one-year renewal terms after the expiration of the initial term, on the same terms as this Lease, except that the rental for the successive renewal terms shall be as set forth in Article 2 above. Any such agreement to renew the Lease must be in writing and signed by the parties at least 30 days prior to the expiration of the initial term and, if applicable, the first renewal term.
Article 4
Termination

4.1 This Lease may be terminated prior to the end of the initial term or any renewal term by either Party for any reason upon three (3) months written notification of termination. EGCC shall remove all personal property, signage, moveable equipment, and movable fixtures placed on the leased Premises by EGCC and restore the leased Premises to the condition comparable to that at the beginning date of this lease. Normal wear and tear of the Premises is not the responsibility of EGCC. EGCC shall have no claim against the District for the value of any unexpired term of lease, nor for any costs related to the removals referred to in this paragraph. In any such event, EGCC shall peacefully and quietly yield up and surrender the Premises to the District and remain liable to the District for all losses, liabilities and damages sustained by reason of or during EGCC's tenancy, excluding future rental payments after the date of termination.

4.2 EGCC shall remove any moveable fixtures, moveable equipment, personal property, and signage installed by EGCC on the leased Premises within thirty (30) days after expiration or termination of this agreement; thereafter, if moveable fixtures, moveable equipment, personal property, and signage are left by EGCC, title to same will be transferred to the District, if the District so requests.

Article 5
Occupancy

The District hereby acknowledges that occupancy of the Premises will be granted upon the first day of the initial term of this Lease. The District also acknowledges that other portions of the Building are occupied and that nothing herein shall in any way be construed to give EGCC, its employees, students, business invitees or agents occupancy or use of any other portion of the Building; however upon request by EGCC subject to prior approval of the District, EGCC may, on specific occasion have use of the CCTC first floor multipurpose room with no additional rental fee. EGCC shall have access to the Premises whenever the Building is open which is typically during the hours of 7 a.m. to 10 p.m. Monday through Friday during the regular school year of the District, and 7 a.m. to 5 p.m. Monday through Friday during the summer, excluding holidays. Subject to prior District approval and security requirements of the Building, the District may provide after-hours access to EGCC staff per the request of the EGCC site administrator.

Article 6
Utilities

6.1 Except for the utilities and services mentioned in Article 1 and hereafter in 6.2 which are included in the rent paid by EGCC to the District, EGCC shall contract for and pay to utility and service providers the cost of the following utilities and services provided to the Premises during the term of this Lease:
- Telephone
- Telefax
- Cable television and/or internet
- Satellite television or computer connections
- Electricity for the welding equipment

EGCC shall obtain these utilities or services directly from the supplier and shall pay for them directly to the supplier.

6.2 The District shall furnish EGCC the following services for the Premises:

a. Cleaning, Janitor and window washing services standard for the building.

b. Standard year-round heat and air conditioning to the extent required to maintain interior temperatures compatible with normal standards of comfort as determined by the District. The parties agree that:

i. EGCC at all times shall cooperate fully with the District with respect to, and shall observe all regulations which the District may from time to time establish for the proper functioning, protection and control of the District’s heating and air conditioning equipment.

ii. The District, through its agents and employees, at all reasonable time shall have the right to enter the Premises and to have free access to any equipment and the components thereof located on the Premises for the purpose of the repair, maintenance and preservation of the heating and air conditioning equipment.

iii. EGCC will not damage or abuse any heating and air conditioning equipment nor permit the same to be done.

iv. Neither EGCC nor its agents, employees or invitees shall tamper with, or otherwise in any manner adversely affect, the mechanical or electrical components of heating and air conditioning equipment, and any damage to the same caused by the willful or negligent act or acts of EGCC or its agents, employees or invitees shall be paid for by EGCC promptly upon receipt of a statement of the amount thereof.

c. Cold and hot water at standard building temperatures for sanitary purposes only.

d. Electric current for lighting and normal business machines. Any new or additional electrical facilities required to service equipment installed by EGCC and all changes in existing electrical facilities, in or servicing the Premises required by EGCC (if permitted by the District) shall be installed, furnished or made by EGCC at its expense. If electric current required for additional electric facilities is beyond normal current or normal lighting and usual business machines, then either a separate meter for bill-
ing or an agreed to surcharge will be entered into as an addendum to this Lease for an additional payment to be made by EGCC covering the cost of additional electric. Replacement of Ceiling lamps or bulbs, ballast and starters shall be at EGCC’s expense, but installation shall be performed by the District.

Article 7
Security

The District shall provide security services for the Premises of the same type and in the manner as provided at the Building.

Article 8
Signage

Subject to prior written approval of the District as to size, number, design and specific location and configuration, the District shall allow placement of signage by EGCC as follows: 1. A directional sign at the corner of Wick Avenue and Wood Street on the property of the District’s central office location, and a sign at the corner of Watt Street and Route 289, 2. A banner or sign on the exterior of the Building and, 3. Interior Building signs as appropriate. EGCC shall be responsible for all costs associated with signage.

Article 9
Parking

The District shall provide fifteen (15) designated and reserved parking spaces for EGCC staff, with, one such parking space to be utilized for material storage. EGCC students, visitors and business invitees shall have access to the Building parking lots. Any additional parking agreements with adjacent property owners shall be the sole responsibility of EGCC.

Article 10
Custodial, Maintenance and Repair

The District shall provide maintenance and custodial services for the Premises, which are standard for the Building, including restroom and cleaning supplies, cleaning services, replacement of light bulbs, repair and maintenance of the Building, windows and structure, and all fixtures and mechanical systems which are part of the Premises or impact the quiet enjoyment and use of the Premises by EGCC.
Article 11
Waste

11.1 EGCC shall not commit or suffer to be committed any waste on the Premises nor maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

11.2 In the event any act of EGCC, its employees, agents or invitees, causes damage to the Premises, the District shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs for repairs or corrections shall be payable by EGCC to the District as additional rent on the next rental installment date.

11.3 EGCC shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of any zoning, building or other laws or regulations.

11.4 EGCC shall observe and comply with the rules and regulations issued by the District from time to time with respect to the use, safety, care and cleanliness of the Building.

Article 12
Alterations

EGCC shall not alter or improve the Premises without prior written consent of the District. Any and all alterations, additions, improvements and fixtures made or placed in or on said Premises shall on expiration or termination of this Lease belong to the District without compensation to EGCC unless otherwise agreed to in writing executed by both parties. Before installing any fixtures or features in or on the Premises, EGCC shall receive the prior written approval of the District. Any such alterations or improvements shall comply with the building code and zoning code then in effect for the Premises.

Article 13
Quiet Enjoyment

The District shall on the commencement date of the term of this Lease, place EGCC in quiet possession of the Premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire term of the Lease and each extension thereof, as long as EGCC is not in default of this Lease. There shall be other uses of the Premises by the District when EGCC is not occupying the Premises.

Article 14
Inspection/Emergency Maintenance

EGCC shall permit the District and its agents to enter into and on the Premises at all reasonable times for the purpose of inspection of the same, provided that the District provides EGCC with
24-hour notice. The District shall have immediate access to the Premises should emergency security, repairs or maintenance issues arise.

**Article 15**

**Assignment**

Neither Party may assign or sublet its rights or delegate its duties under this Lease.

**Article 16**

**Jurisdiction, Venue and Governing Law**

The Parties agree to jurisdiction in Ohio in connection with any dispute between them arising out of this Lease and venue for any such dispute to be in the state courts sitting in Mahoning County. This Lease shall be governed by and construed in accordance with Laws of the State of Ohio.

**Article 17**

**Indemnity Insurance and Workers Compensation**

17.1 Each Party hereby agrees to be responsible for any personal injury or property damage caused by the negligent actions, omissions, or use of the Premises by or through itself or its agents, employees or agents and each Party further agrees to defend itself and be responsible for those judgements and costs which arise from such negligent acts, omissions or use. Nothing in this Lease shall impute or transfer any such responsibility from one to the other. Both Parties shall maintain a policy of general liability insurance with the limit of not less than $1 Million per occurrence, naming each other as an additional insured. Each Party shall maintain workers compensation coverage on all its employees working at the Premises.

17.2 In any event of loss or damage to the Building, the Premises and/or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, of any claim against the other Party for loss or damage within the scope of the insurance, and each Party, to the extent permitted, for itself and its insurers waives all insured claims against the other Party.

17.3 On securing the foregoing coverages, and prior to the commencement date of this Lease, EGCC and the District shall give each other written notice of such coverages together with certificates of insurance evidencing the appropriate policies.

**Article 18**

**Notice**

All notices and payments to the District shall be directed to:
The Youngstown City School District  
Attn: James Reinhard, Treasurer  
20 West Wood Street  
Youngstown, Ohio 44503  

All notice to EGCC shall be directed to:  

East Gateway Community College  
Attn: James McGrail III, Vice President for Business Services  
4000 Sunset Boulevard  
Steubenville, Ohio 43952  

Article 19  
Severability  

If any one or more of the Articles or provision contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable, such Article or provision shall be deemed severed from this Lease without affecting the validity of the remainder of the Lease.  

Article 20  
Amendment  

This Lease contains the complete understanding of the Parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both Parties.  

Article 21  
Compliance with Laws  

In performing their obligations under this Lease, the Parties shall comply with all applicable state and federal laws and regulations, state executive orders and shall not unlawfully discriminate against any employee or student on the basis of race, sex, religion, disability, national origin or veteran status.  

Article 22  
Counterparts: Facsimile Signatures  

This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single lease between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.
Article 23
Waiver and Force Majeure

No waiver by the Parties hereto of any default or breach of any Article or provision of this Lease shall be deemed to be waiver of any other breach of the same or any other Article or provision contained herein. Neither Party shall be required to perform any Article or provision in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, or other labor restrictions, material shortages, any governmental authorities, civil riot, floods, and any other cause not reasonably within the control of either Party and of which by the exercise of due diligence either Party is unable wholly or in part to prevent or overcome. If the District shall convey title to the Premises pursuant to a sale or exchange of property the District shall not be liable to EGCC or successor of EGCC as to any act or omission from and after such conveyance. If the District shall convey title to the Premises pursuant to a sale or exchange of property, this Lease shall be transferred, in whole, for the remaining period of this Lease.

Article 24
Defaults and Remedies

24.1 If EGCC shall allow the rent to be in arrears for more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of five (5) days after written notice from the District, or should any entity other than EGCC secure possession of the Premises, or any part thereof, in any manner whatsoever, the District may at its option, without notice to EGCC, terminate this Lease, and the District may re-enter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

24.2 All rights and remedies of the District under this Lease shall be cumulative, and none shall exclude any other or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

24.3 If the Districts defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, EGCC may elect to terminate this Agreement on giving at least thirty (30) days' written notice to District of such intention, thereby terminating their Agreement on the date designated in such notice, unless the District shall have cured such default prior to expiration of the thirty (30) days period to the reasonable satisfaction of EGCC.

The Parties listed below, have the full legal right, authority and approval required by law to execute this Lease and by their signatures are in agreement with the above stated Articles.
The Youngstown City School District

By: ____________________________________________
    President

Printed Name: __________________________________

Date: __________________________________________

By: ____________________________________________
    Treasurer

Printed Name: __________________________________

Date: __________________________________________

Eastern Gateway Community College

By: ____________________________________________
    President

Printed Name: __________________________________

Date: __________________________________________

By: ____________________________________________

Printed Name: __________________________________

Date: __________________________________________
Three-Year Lease of Space in Choffin Career Center Between Youngstown City School District And Eastern Gateway Community College For Welding Program

This Lease Agreement ("Lease") is made by and between the Youngstown City School District (an Ohio Public School District), 20 W. Wood Street Youngstown, OH. 44501 (herein "District"), and Eastern Gateway Community College (an Ohio Public Community College), 4000 Sunset Boulevard, Steubenville, Oh. 43952, (herein "EGCC")

Whereas, The District has found and determined that a portion of its property, commonly known as the Choffin Career Center and Technical Center (the building and land on which it is situated) is not presently entirely needed for public school purposes of the Board, such property being located at 200 E. Wood Street, Youngstown, Ohio 44503: and

Whereas, the District has found and determined that a portion of such property should be leased to EGCC according to the terms and conditions set forth in this lease, as authorized by R.C. 3313.75 and R.C. 3313.17, subject to early termination as provided in the Lease; and

Whereas, the District and EGCC acknowledge that this Lease establishes solely a tenancy relationship between them and that no ownership rights, options, or expectancies are in any way or to any extent established herein for EGCC.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties contained herein, the parties hereto agree as follows:

Article 1 Description

The District hereby leases and EGCC hereby agrees to lease a portion of the Premises comprising the current food storage area located on the first (1st) floor and depicted on Attachment A (herein "Premises") of the Choffin Career and Technical Center (herein "Building") for the purposes of educational services and all applicable support and connected services therein. The Premises shall be provided to EGCC at the beginning of the term in "AS IS" condition, including fixtures and furniture in and about the Premises. The Premises shall be used and occupied by EGCC for its welding program only and for no other purposes. Subject to Article 12, Alterations, EGCC, as its sole cost and expense, shall renovate and equip the Premises for its welding program.
Article 2
Rent

2.1 For the initial term of this lease EGCC agrees to pay as rent for the Premises and other goods and services, all as set forth in this lease, the sum of $113,778.00 for the initial term of 3 years payable in equal monthly installments of $3,165.50, payable in advance on the fifteenth day of each calendar month during the term of this lease.

2.2 Thereafter, should this lease be renewed for successive one-year periods, as provided in section 3.2 of this lease, EGCC agrees to pay as rent for the premises and other goods and services the sum of $37,926.00 per year payable in equal monthly installments of $3,160.50, payable in advance on the fifteenth day of each calendar month during the renewal term of this Lease.

2.3 Any rent received by the District more than (10) days late shall be subject to interest at the rate of five percent (5%) per annum from the due date to the date paid. EGCC shall pay the rent to the District at the office of its Treasurer, 20 W. Wood Street, Youngstown, Ohio 44503, or at such other place as the district shall designate from time to time in writing. Except as may otherwise be provided herein, the utilities for building services such as Electricity for lights, Natural gas, refuse collection, snow removal, water and sewage charges, and building security systems, are included in the foregoing rent. ECGG will be responsible for the electrical usage consumed by the welders and welding equipment.

Article 3
Term

3.1 The initial term of this lease shall be for a period of 3 years beginning January 1, 2016 and ending December 31, 2018. The Parties may renew this lease for successive one-year terms upon written agreement executed by the Parties thirty (30) days prior to the termination date.

3.2 The District and EGCC may renew this Lease for two (2) successive one-year renewal terms after the expiration of the initial term, on the same terms as this Lease, except that the rental for the successive renewal terms shall be as set forth in Article 2 above. Any such agreement to renew the Lease must be in writing and signed by the parties at least 30 days prior to the expiration of the initial term and, if applicable, the first renewal term.

Article 4
Termination

4.1 This Lease may be terminated by either Party for any reason upon three (3) months written notification of termination. EGCC shall remove all personal property, signage, moveable equipment, and movable fixtures placed on the leased Premises by EGCC and restore the leased Premises to the condition comparable to that at the beginning date of this lease. Normal wear and tear of the Premises is not the responsibility of EGCC. EGCC shall have no claim against the
District for the value of any unexpired term of lease, nor for any costs related to the removals referred to in this paragraph. In any such event, EGCC shall peacefully and quietly yield up and surrender the premises to the District and remain liable to the District for all losses, liabilities and damages sustained by reason of or during EGCC's tenancy, excluding future rental payments after the date of termination.

4.2 EGCC shall remove any moveable business fixtures, moveable equipment, personal property, and signage installed by EGCC on the leased Premises within thirty (30) days after expiration or termination of this agreement; thereafter, if moveable fixtures, moveable equipment, personal property, and signage are left by EGCC, title to same will be transferred to the District, if the District so requests.

Article 5
Occupancy

The District hereby acknowledges that occupancy of the Premises will be granted upon the first day of the initial term of this lease. The district also acknowledges that other portions of the building are occupied and that nothing herein shall in any way be construed to give EGCC, its employees, students, business invitees or agents occupancy or use of any other portion of the building; however upon request by EGCC subject to prior approval of the District, EGCC may, on specific occasion have use of the CCTC first floor multipurpose room with no additional rental fee. EGCC shall have access to the Premises whenever the Building is open which is typically during the hours of 7 a.m. to 10 p.m. Monday through Friday during the regular school year of the District, and 7 a.m. to 5 p.m. Monday through Friday during the summer, excluding holidays. Subject to prior District approval and security requirements of the Building, the District may provide after-hours access to EGCC staff per the request of the EGCC site administrator.

Article 6
Utilities

6.1 Except for the utilities and services mentioned in Article 1 and hereafter in 6.2 which are included in the rent paid by EGCC to the district, EGCC shall contract for and pay to utility and service providers the cost of the following utilities and services provided to the Premises during the term of this Lease:

- Telephone
- Telefax
- Cable television and/or internet
- Satellite television or computer connections
- Electricity for the welding equipment
EGCC shall obtain these utilities or services directly from the supplier and shall pay for them directly to the supplier.

6.2 The District shall furnish EGCC the following services for the Premises:

a. Cleaning, Janitor and window washing services standard for the building.

b. Standard year round heat and air conditioning to the extent required to maintain interior temperatures compatible with normal standards of comfort as determined by the District. The parties agree that:

i. EGCC at all times shall cooperate fully with the District with respect to, and shall observe all regulations which the District may from time to time establish for the proper functioning, protection and control of the District’s heating and air conditioning equipment.

ii. The District, through its agents and employees, at all reasonable time shall have the right to enter the Premises and to have free access to any equipment and the components thereof located on the Premises for the purpose of the repair, maintenance and preservation of the heating and air conditioning equipment.

iii. EGCC will not damage or abuse any heating and air conditioning equipment nor permit the same to be done.

iii. Neither EGCC nor its agents, employees or invitees shall tamper with, or otherwise in any manner adversely affect, the mechanical or electrical components of heating and air conditioning equipment, and any damages to the same caused by the willful or negligent act or acts of EGCC or its agents, employees or invitees shall be paid for by EGCC promptly upon receipt of a statement of the amount thereof.

c. Cold and hot water at standard building temperatures for sanitary purposes only.

d. Electric current for lighting and normal business machines. Any new or additional electrical facilities required to service equipment installed by EGCC and all changes in existing electrical facilities, in or servicing the Premises required by EGCC (if permitted by the District) shall be installed, furnished or made by EGCC at its expense. If electric current required for additional electric facilities is beyond normal current or normal lighting and usual business machines, then either a separate meter for billing or an agreed to surcharge will be entered into as an addendum to this Lease for an additional payment to be made by EGCC covering the cost of additional electric. Replacement of Ceiling lamps or bulbs, ballast and starters shall be at EGCC's expense, but installation shall be performed by the District.
Article 7
Security

The District shall provide security services for the Premises of the same type and in the manner as provided at the Building.

Article 8
Signage

Subject to prior written approval of the District as to size, number, design and specific location and configuration, the District shall allow placement of signage by EGCC as follows: 1. A directional sign at the corner of Wick Avenue and Wood Street on the property of the District's central office location, and a sign at the corner of Watt Street and Route 289 and, 2. A banner or sign on the exterior of the Building and, 3. Interior Building signs as appropriate. EGCC shall be responsible for all costs associated with signage.

Article 9
Parking

The District shall provide sixteen (16) designated and reserved parking spaces for EGCC staff, with One such parking space being utilized for material storage. EGCC students, visitors and business invitees shall have access to the Building parking lots. Any additional parking agreements with adjacent property owners shall be the sole responsibility of EGCC.

Article 10
Custodial, Maintenance and Repair

The District shall provide maintenance and custodial services for the Premises, which are standard for the Building, including restroom and cleaning supplies, cleaning services, replacement of light bulbs, repair and maintenance of the Building, windows and structure, and all fixtures and mechanical systems which are part of the Premises or impact the quiet enjoyment and use of the Premises by EGCC.

Article 11
Waste

11.1 EGCC shall not commit or suffer to be committed any waste on the Premises nor maintain, commit or permit the maintenance or commission of any nuisance on the Premises or use the Premises for any unlawful purpose.

11.2 In the event any act of EGCC, its employees, agents or invitees, causes damage to the Premises, the District shall have the right, but not the obligation, to cause repairs or corrections
to be made, and any reasonable costs for repairs or corrections shall be payable by EGCC to the District as additional rent on the next rental installment date.

11.3 EGCC shall not do or suffer anything to be done on the Premises which will cause an increase in the rate of insurance on the Building, or which will cause a violation of any zoning, building or other laws or regulations.

11.4 EGCC shall observe and comply with the rules and regulations issued by the District from time to time with respect to the use, safety, care and cleanliness of the Building.

Article 12
Alterations

EGCC shall not alter or improve the Premises without prior written consent of the District. Any and all alterations, additions, improvements and fixtures made or placed in or on said Premises shall on expiration or termination of this lease belong to the District without compensation to EGCC unless otherwise agreed to in writing executed by both parties. Before initiating any renovations, alterations or improvements, or installing any equipment, fixtures or features in or on the Premises, EGCC shall receive the prior written approval of the District. Any such renovations, alterations or improvements shall comply with the building code and zoning code then in effect for the Premises.

Article 13
Quiet Enjoyment

The District shall on the commencement date of the term of this Lease, place EGCC in quiet possession of the Premises and shall secure it in the quiet possession thereof against all persons lawfully claiming the same during the entire term of the Lease and each extension thereof, as long as EGCC is not in default of this Lease. There shall be other uses of the space when EGCC is not occupying the area.

Article 14
Inspection/Emergency Maintenance

EGCC shall permit the District and its agents to enter into and on the Premises at all reasonable times for the purpose of inspection of the same, provided that the District provides EGCC with 24-hour notice. The District shall have immediate access to the Premises should emergency security, repairs or maintenance issues arise.

Article 15
Assignment

Neither Party may assign or sublet its rights or delegate its duties under this Lease.
Article 16  
Jurisdiction, Venue and Governing Law

The Parties agree to jurisdiction in Ohio in connection with any dispute between them arising out of this Lease and venue for any such dispute to be in the state courts sitting in Mahoning County. This Lease shall be governed by and construed in accordance with Laws of the State of Ohio.

Article 17  
Indemnity Insurance and Workers Compensation

17.1 Each Party hereby agrees to be responsible for any personal injury or property damage caused by the negligent actions, omissions, or use of the Premises by or through itself or its agents, employees or agents and each Party further agrees to defend itself and be responsible for those judgements and costs which arise from such negligent acts, omissions or use. Nothing in this Lease shall impute or transfer any such responsibility from one to the other. Both Parties shall maintain a policy of general liability insurance with the limit of not less than $1 Million per occurrence, naming each other as an additional insured. Each Party shall maintain workers compensation coverage on all its employees working at the Premises.

17.2 In any event of loss or damage to the Building, the Premises and/or any contents, each Party shall look first to any insurance in its favor before making any claim against the other Party; and, to the extent possible without additional cost, of any claim against the other Party for loss or damage within the scope of the insurance, and each Party, to the extent permitted, for itself and its insurers waives all insured claims against the other Party.

17.3 On securing the foregoing coverages, and prior to the commencement date of this Lease, EGCC and the District shall give each other written notice of such coverages together with certificates of insurance evidencing the appropriate policies.

Article 18  
Notice

All notices and payments to the District shall be directed to:

The Youngstown City School District  
Attn: James Reinhard, Treasurer  
20 West Wood Street  
Youngstown, Ohio 44503

All notice to EGCC shall be directed to:
East Gateway Community College  
Attn: James McGrail III, Vice President for Business Services  
4000 Sunset Boulevard  
Steubenville, Ohio 43952  

**Article 19**  
**Severability**  

If any one or more of the Articles or provision contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable, such Article or provision shall be deemed severed from this Lease without affecting the validity of the remainder of the Lease.

**Article 20**  
**Amendment**  

This Lease contains the complete understanding of the Parties with respect to the subject matter herein and may only be modified or amended by a writing signed by both Parties.

**Article 21**  
**Compliance with Laws**  

In performing their obligations under this Lease, the Parties shall comply with all applicable state and federal laws and regulations, state executive orders and shall not unlawfully discriminate against any employee or student on the basis of race, sex, religion, disability, national origin or veteran status.

**Article 22**  
**Counterparts: Facsimile Signatures**  

This Lease may be executed in multiple counterparts, all of which shall be originals and which taken together shall constitute a single lease between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

**Article 23**  
**Waiver and Force Majeure**  

No waiver by the Parties hereto of any default or breach of any Article or provision of this Lease shall be deemed to be waiver of any other breach of the same or any other Article or provision contained herein. Neither Party shall be required to perform any Article or provision in this Lease so long as such performance is delayed or prevented by acts of God, strikes, lockouts, or
other labor restrictions, material shortages, any governmental authorities, civil riot, floods, and any other cause not reasonably within the control of either Party and of which by the exercise of due diligence either Party is unable wholly or in part to prevent or overcome. If the District shall convey title to the Premises pursuant to a sale or exchange of property the District shall not be liable to EGCC or successor of EGCC as to any act or omission from and after such conveyance. If the District shall convey title to the Premises pursuant to a sale or exchange of property, this Lease shall be transferred, in whole, for the remaining period of this Lease.

Article 24
Defaults and Remedies

24.1 If EGCC shall allow the rent to be in arrears for more than five (5) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of five (5) days after written notice from the District, or should any entity other than EGCC secure possession of the Premises, or any part thereof, in any manner whatsoever, the District may at its option, without notice to EGCC, terminate this Lease, and the District may re-enter and take possession of said Premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass.

24.2 All rights and remedies of the District under this Lease shall be cumulative, and none shall exclude any other or remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

24.3 If the District defaults in the performance of any term, covenant or condition required to be performed by it under this Agreement, EGCC may elect to terminate this Agreement on giving at least thirty (30) days' written notice to District of such intention, thereby terminating their Agreement on the date designated in such notice, unless the District shall have cured such default prior to expiration of the thirty (30) days period to the reasonable satisfaction of EGCC.

The Parties listed below, have the full legal right, authority and approval required by law to execute this Lease and by their signatures are in agreement with the above stated Articles.
The Youngstown City School District

By: ____________________________________________
    President

Printed Name: __________________________________

Date: __________________________________________

By: ____________________________________________
    Treasurer

Printed Name: __________________________________

Date: __________________________________________

Eastern Gateway Community College

By: ____________________________________________
    President

Printed Name: __________________________________

Date: __________________________________________

By: ____________________________________________

Printed Name: __________________________________

Date: __________________________________________
SUPERINTENDENT'S
Personnel Recommendation

Human Resources

October 13, 2015
SUPERINTENDENT’S PERSONNEL RECOMMENDATIONS
TO THE BOARD OF EDUCATION
October 13, 2015

Item 1: I wish to recommend to the Board the following CERTIFICATED APPOINTMENTS for the 2015-2016 School Year:

Assistant Principal Fund 001 - Choffin Career Center - Salary $67,733.00, Grade 7 Step 2;
Effective 10/14/2015
Rick Fox

Teacher Leader Fund 599 – Harding - $22.35 per hour, to be used on an as needed basis, not to exceed 15 hours per week; Effective October 14, 2015 through May 20, 2016:
Ashley Buckner Amanda Signor

Teacher/Tutor Fund 599 – DTTC/Volney - $22.35 per hour, to be used on an as needed basis, not to exceed 15 hours per week; Effective October 14, 2015 through May 20, 2016:
Bobbi Jo Haydt

Phlebotomy Instructor Fund 012 Choffin Career - $22.35 pre hour, to be used on an as needed basis, not to exceed 12 hours per week; Effective October 14, 2015:
Leila Hufnagel

Item 2: I wish to recommend to the Board the following APPOINTMENTS for the 2015-2016 School Year:

Teacher/Tutor Sub Fund 599 – McGuffey, Harding, East - $15.50 per hour, to be used on an as needed basis, not to exceed 20 hours per week; Effective October 14, 2015 through May 20, 2016:
Demetria Veal

Assistant Tutor Fund 572 – P.C. Bunn - $15.50 per hour, to be used on an as needed basis, not to exceed 25 hours per week; Effective October 14, 2015 through May 20, 2016:
Patricia Orenic

Assistant Tutor Fund 572 – MLK - $15.50 per hour, to be used on an as needed basis, not to exceed 25 hours per week; Effective October 14, 2015 through May 20, 2016:
Michele D’Eramo
Assistant Tutor - Fund 572 – McGuffey - $15.50 per hour, to be used on an as needed basis, not to exceed 25 hours per week, Effective October 14, 2015 through May 20, 2016:
Pat Cristall

Teacher Leader - Fund 599 – McGuffey - will not work more than twelve hours per week; $15.50 per hour; Effective October 13, 2015:
Don Mravich

Activity Leader - Fund 599 – McGuffey - will not work more than sixteen hours per week; $10.00 per hour; Effective October 13, 2015:
John DeKatch

Hearing Impaired - Fund 001 – I.L. Ward - not to exceed 25 hours per week; Salary $26,540.80; Effective October 13, 2015:
Patricia Burch

Substitute Teachers: (Fund 001) - To be used on an as “needed basis” not to exceed 25 hours per week:
- $75.00 a day or from day 1 to day 10 in the same position
- $80.00 a day from day 11 to day 60 in the same position
- $168.98 a day from day 61 to day 183 in the same position

Barry Monroe  
Kimberly Dawson  
Thea D. Howell  
Randall Perkins  

Effective: 9/28/15
Effective: 10/14/15
Effective: 10/14/15

Neglected Program-Tutor: (572) - To be used on an as needed basis; not to exceed 25 hours per week, to be paid as follows: $22.35 per hour; effective date 10/14/15.
Karin Owen

Homeless-Tutor: (572) - To be used on an as needed basis; not to exceed 25 hours per week, to be paid as follows: $22.35 per hour; effective date 10/14/15.
Janice Ware

Item 3: I wish to recommend to the Board the following APPOINTMENT for the 2015-2016 School Year for Winter Sports Supplemental Contract Fund 001-Percentages are based upon teacher’s base salary per YEA Agreement:

East High School

Claude Bentley  
Mark Cherol  
Aaron Coward  
Brandon Dotson  
Asst. Basketball Coach Boys  
Asst. Basketball Coach Boys  
Asst. Basketball Coach Boys  
Asst. Basketball Coach Boys  
$3,964.38  
$3,964.38  
$3,964.38  
$3,964.38
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<thead>
<tr>
<th>Name</th>
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<th>Salary</th>
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<tr>
<td>Marcus Higgs</td>
<td>Asst. Basketball Coach Boys</td>
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<tr>
<td>Dennis Simmons</td>
<td>Head Basketball Coach Boys</td>
<td>$7,928.75</td>
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<tr>
<td>Corey Thomas</td>
<td>Asst. Basketball Coach Boys</td>
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<tr>
<td>Norman Williams</td>
<td>Asst. Basketball Coach Boys</td>
<td>$3,964.38</td>
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<tr>
<td>Stephen Flores</td>
<td>Asst. Basketball Coach Boys</td>
<td>$3,964.38</td>
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<tr>
<td>Lavon Lamb</td>
<td>Head Basketball Coach Girls</td>
<td>$7,928.75</td>
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<td>Mark Thornton</td>
<td>Asst. Basketball Coach Girls</td>
<td>$3,964.38</td>
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<td>Esther Moss</td>
<td>Asst. Basketball Coach Girls</td>
<td>$3,964.38</td>
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<tr>
<td>Elizabeth Rahim</td>
<td>Asst. Basketball Coach Girls</td>
<td>$3,964.38</td>
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<tr>
<td>Casey Bogerd</td>
<td>Asst. Basketball Coach Girls</td>
<td>$3,964.38</td>
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<td>Matt Garcher</td>
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<tr>
<td>Kenneth Haid</td>
<td>Asst. Basketball Coach Girls</td>
<td>$3,964.38</td>
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<tr>
<td>Jacaia Stoffer</td>
<td>Asst. Volleyball Coach</td>
<td>$1,902.90</td>
</tr>
</tbody>
</table>

Item 4: I wish to recommend to the Board the following **CLASSIFIED APPOINTMENTS**:

**Sub Bus Driver - (Fund 001)** - To be used on an as needed basis, not to exceed 25 hours per week, effective date 10/14/15, to be paid $11.00 per hour.
Jacqueline Tarrant

**Substitute Cook Helper: (Fund 006)** - To be used on an as needed basis; not to exceed 25 hours per week, effective date 10/14/15, to be paid $8.32 per hour.
Brenda Andujar
Darlene Osment

**Substitute Security Officer**-(Fund 001)- to be used on an as needed basis; not to exceed 25 hours per week, effective 10/14/15, to be paid $24.25 per hour.
Alicia Huff

**Full-time Educational Assistant** (Fund 001) effective 10/14/15, to be paid $11.24 per hour;
Alexis Bogan

**For the Record**

Brandon Caraway; Substitute Security Officer per hour rate is $24.98
Mark Sember; Substitute Security Officer per hour rate is $24.98
Item 5: I wish to recommend to the Board the following **CLASSIFIED RESIGNATIONS for the 2015-16 School Year:**

- Benefits Manager
  - Linda Mazzacco
  - Other Employment
  - Effective 10/16/2015

Item 6: I wish to recommend to the Board the following **CLASSIFIED RETIREMENTS for the 2015-16 School Year:**

- Laborer
  - Shelia J. Williams
  - Effective 12/31/2015

- Secretary
  - Nancy J. Denney
  - Effective 01/01/2016
SUPERINTENDENT’S RECOMMENDATIONS

POLICY RECOMMENDATIONS

October 13, 2015
SUPERINTENDENT’S POLICY RECOMMENDATIONS
TO THE BOARD OF EDUCATION
FIRST READING
October 13, 2015

Item 1: I wish to recommend to the Board of Education to approve the following revised policy:
   • Policy 8420 - Emergency Situations at Schools (Revised)

Item 2: I wish to recommend to the Board of Education to approve the following replacement policy:
   • Policy 8452 - Automatic External Defibrillators (AED) (Revised)
EMERGENCY SITUATIONS AT SCHOOLS

The Board of Education is committed to providing a safe learning and work environment. Unfortunately, natural and man-made disasters do occur. Such emergencies are best met by preparedness and planning.

The Board directs that a system of emergency preparedness be developed that addresses the following goals and/or objectives:

A. the health and safety of students and staff are safeguarded
B. the time necessary for instructional purposes is not unduly diverted
C. minimum disruption to the educational program occurs
D. students are helped to learn self-reliance and trained to respond sensibly to emergency situations.

All threats to the safety of District facilities shall be identified by appropriate personnel and responded to promptly in accordance with the plan for emergency preparedness.

The Board also directs that fire, tornado, and school safety drills be conducted during the school year in accordance with State law.

Fire drills or rapid dismissals shall be conducted six (6) times a school year at the times and frequency prescribed by the State Fire Marshal with the first fire drill being conducted within ten (10) days of the beginning of classes. However, no fire drills are required to be conducted in any month that a school safety drill is conducted. Tornado drills shall be conducted on a regular basis during the tornado season in the spring. Times and frequencies of drills must be varied.

Note: If a school does not have smoke detectors or a sprinkler system, fire drills or rapid dismissals must continue to be conducted nine (9) times a school year. Such drills, however, may be combined with the three (3) required school safety drills (discussed below.)
School safety drills shall be conducted at least three (3) times during each school year. During the school safety drills, students must be instructed in the appropriate procedures to follow in situations where students must be secured in their building or rapidly evacuated in response to:

A. a threat to the school involving terrorism;

B. a person in possession of a deadly weapon or dangerous ordnance on school property; and

C. other acts of violence.

At least one (1) safety drill shall include a scenario where pupils must be secured in the school building rather than rapidly evacuated.

School safety drills (including drills and theoretical drills) shall be conducted in conjunction with the District’s emergency management plan.

The Principal must conduct at least one (1) drill or rapid dismissal or one (1) school safety drill during each month of the school year. A drill or rapid dismissal may be conducted during the same month as a school safety drill. All building occupants must participate in the drill.

Additionally, the Principal shall conduct a theoretical school safety drill at least once during the school year to provide instruction to school faculty and staff regarding procedures to be followed in such situations. The theoretical drill does not need to include student participation and may be conducted at the required annual employee school safety drill training session.

Each safety drill shall be conducted in conjunction with law enforcement officials.

Prior to conducting the annual school safety drills, each Principal shall:

A. provide advance written notice of each school safety drill (actual and theoretical) to the municipal or township police chief or other chief law enforcement officer (or in the absence of such officer, the county sheriff);

Such notice shall be provided no later than seventy-two (72) hours prior to the date the drill will be held, be sent by mail, facsimile, or electronic submission, and include the address of the school and the date and time the drill will be conducted.
B. provide follow-up written certification of the date and time the drill was conducted during the previous school year as well as the date and time each drill will be conducted during the current school year to the municipal or township police chief or other chief law enforcement officer (or in the absence of such officer, the county sheriff);

The certification must be submitted by mail facsimile or electronically by December 5th each calendar year.

C. Hold annual training sessions for school employees regarding the procedures to follow during school safety drills.

Each Principal shall keep a written record of the date and time of each drill conducted.

Procedures shall be developed for the handling of all emergency evacuations.

R.C. 3737.73
A.C. 1301:7-7-01, 1301:7-7-04, 3301-5-01

Adopted: 8/24/04

Revised: 3/27/07
AUTOMATIC EXTERNAL DEFIBRILLATORS (AED)

The Board of Education has determined that it may enhance school safety to have an automatic external defibrillator (AED) placed in building(s) within the School District.

An AED is a medical device that interprets the cardiac rhythm of a person in cardiac arrest and, if appropriate, delivers an electrical shock to the heart intended to allow it to resume effective electrical activity.

The Superintendent is authorized to develop guidelines that govern AEDs, including the use of the AED, placement of the AED, and training in the use of AED in consultation with a healthcare professional.

R.C. 2305.235, 3701.85, 3313.717

Adopted: 03/14/06

Revised: