

The Twinsburg City School District Board of Education met in REGULAR session on the above date at the Twinsburg Government Center, 10075 Ravenna Road, Twinsburg OH 44087, at 6:30 p.m. The following Board Members were present: Mrs. Crawford (President), Mrs. Davis (Vice President), Mrs. Egan, Mrs. Hamilton, Mrs. Travis. In attendance were Superintendent Powers, Treasurer Rozsnyai and Business Manager Strickland. Recordings of the Board of Education meeting are made as part of the official record. Video Recordings and Board Approved Minutes are available on the District's website. Recordings of the Board of Education meeting are made as part of the official record. Video Recordings and Board Approved Minutes are available on the District's website and by accessing the link below:

<https://youtube.com/live/a8eKHjbnb7c>

Mrs. Crawford, presiding, called the meeting to order at 6:32 p.m.

04022025-E **COMMUNICATIONS**

▪ **Board President's Report**

- ***THS Band Students performed and toured New York City***

We are thrilled for them to have had an unforgettable experience to showcase their talents on such a big stage.

- ***Scholarship Opportunity:***

Attention High School Seniors: The Twinsburg Board of Education is excited to offer a \$500 scholarship to support your educational endeavors. Applications are due by Friday, April 4th, and you can find the application link on the district website. In addition, multiple local scholarship opportunities are available to further assist you in achieving your goals. We encourage you to take advantage of these valuable resources!

- ***OSBA Spring Conference***

On Monday night, Mrs. Egan, Mrs. Hamilton, and Mrs. Crawford represented our district at the OSBA Northeast Region Spring Conference in Warren, Ohio, alongside 190 representatives from various districts. We are proud to announce that out of over 500 submissions, five of our THS student groups were recognized for their achievements: The Minority Student Union, Black History Club, Taylor Swift Club, Blue Diamonds dance group, and E for All.

- ***Tour of Brecksville-Broadview Hts. Elementary School***

A few weeks ago, an invitation went out to the Community to tour the Brecksville-Broadview Heights Elementary School, which showcases a new pre-K through grade 5 elementary school. This school is similar to the one that we hope to build in our community as part of our Tiger Legacy Project. The dates of the tours have changed to just Thursday, April 10th and April 17th at 6:00 p.m.

- ***The New Tiger Legacy Project***

After thorough consideration of community feedback, the district has refined our elementary school plan to enhance educational opportunities. The updated design will feature separate grade-level houses, shared spaces, and advanced security measures, all designed to create innovative learning environments. Furthermore, we will address both educational and athletic needs by upgrading facilities, such

as renovations at Tiger Stadium and the softball field, while maintaining a focus on cost efficiency. The projected cost of this initiative is 3.84 mils, or \$135 annually, emphasizing our commitment to building safer and more efficient spaces for our students, staff, and families. This marks a significant milestone in the Tiger Legacy Project, and I am excited to move forward with our vision!

▪ **Superintendent's Report**

- ***Tiger Legacy Project***

The Board Agenda includes four key agreements with community partners that will highlight the school to residents, address questions, and present the school and athletic fields for the first time. We have been listening to the community in feedback sessions since the November ballot failed by just 431 votes. The Residents spoke and the District listened.

-A presentation of the renderings and proposed plans was presented by Mrs. Powers and Mr. Strickland.

- ***Kindergarten Registration:***

Kindergarten registration for the class of 2038 is now open, and parents can access information on our district website under Wilcox Primary School. Registration and screening will take place on June 2nd and 3rd; registration in our system is required to schedule an appointment. If you already have a preschool student in our district you do not need to register.

- ***Students of the Month/Building Highlights:***

- Wilcox Primary School*
- George F. Dodge Intermediate School*
- Twinsburg High School*

▪ **Committee Reports**

- ***Finance Committee Meeting (Mrs. Crawford reporting)***

Discussed operating funds, looked at the cash balance review, and completed the expenditure comparison. They looked at the PI funds. The committee discussed fees and ways to save money. The next meeting will be on April 30th.

04022025-F **ADMINISTRATIVE REPORTS**

- ***Strategic Plan Update, Quarter 3***

Update: 21st Century Teaching & Learning, Facilities, Finance & Safety

- *Improving Student Literacy through evidence-based practices derived from the Science of Reading*

- presented by staff Mrs. Lynn Turner, Miss Maiwurm and students, Jillayne Case, Jennifer Farthing, Michael Sedlak, Ryan Bandiera, Emily Hunt, Charles Saulter, Julia Rozsnyai

04022025-G REMONSTRANCE

Persons wishing to address the Board of Education should submit a blue card (found in the lobby) to the Treasurer before the meeting so they may be recognized by the Board President and welcomed to make comment. No formal action will be taken on subjects that are not included on this agenda until the Board has had an opportunity to study them. Comments regarding personnel must be submitted in writing through the Office of the Superintendent. Although there is normally adequate time for citizens to express themselves at a Board meeting, if several people wish to speak, each person will be allotted five (5) minutes until the total time of thirty (30) minutes is used. Each person addressing the Board is asked to give his/her name and address.

Carol Falconer, 8798 Ray Ct. Apt 8, Twinsburg

Ms. Falconer, a resident and preschool teacher, expressed concerns about the loss of DEI funding and the inclusion of all students. She highlighted the importance of her children's dreams and special needs to her community and urged the Board of Education and school system to prioritize these needs over financial considerations. Ms. Falconer ended her comments by quoting from the book, All Are Welcome, which she reads to her students every year: "We are part of our community. Our strength is our diversity, a shelter from adversity. All are welcome here."

Vince Falconer, 710 River Bend, Kent

Mr. Falconer, a parent of Twinsburg students and Assistant Coach for the Twinsburg AC Tribal Soccer league, acknowledges the need for state and federal funds to support schools but is concerned about students' awareness of the administration's support. He hopes for a plan to continue promoting diversity and inclusion, believing it is a mistake to omit Diversity and Inclusion (DEI). He ended his comments with words that he shares with the soccer kids that he coaches: "it's not that we made a mistake, it's what we do after".

Corey Murphy, 9709 Chamberlin Trail, Twinsburg

Mr. Murphy, a resident and parent of Twinsburg students, expressed concerns about the new Tiger Legacy Project proposal. He supported the previous plan but feels the Board and Administration are rushing into this new plan, particularly regarding water mitigation. He sees overlays showing a single blue stream above the planned building, but also sees at least two streams, wetlands, and areas with repairing overlays not shown on the charts. He is concerned that everyone doesn't know the impacts. Before the board votes, Mr. Murphy has questions about other iterations of the plan, the impacts on Tinker's Creek Watershed, the Summit County environment viewer land, and the Twinsburg ordinance 11705 riparian overlays. He also questions the assurances provided to residents that the project won't decrease air quality and noise pollution in the quiet neighborhood of Chamberlin Trail, which is mostly on wells. He appreciates the Twinsburg schools and the education his children receive but is concerned about this project, rushing into it and causing a lot of delays later. He would ask that we try to keep Twinsburg naturally beautiful, like it's slogan says.

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04022025-H1 – H3 TREASURER'S REPORT/RECOMMENDATIONS**Mrs. Egan motioned, and Mrs. Hamilton seconded 04022025- H1 to 04022025 - H3****04022025-H1 Meeting Minutes**

RESOLVE that the Twinsburg Board of Education approve the following meeting minutes: Regular meetings of March 5, 2025, and March 19, 2025, and Special meetings of March 5, 2025, and March 12, 2025, as sent to the Board under separate cover.

04022025-H2 Financial Report

RESOLVE that the Twinsburg Board of Education accepts the following Financial Reports for the month of February 2025: Bank Reconciliation, Cash Summary Report by Fund, Cash Summary Report by Fund and Special Cost Center, Disbursement Summary Report, and Investments Portfolio Review as sent to the Board under separate cover.

04022025-H3 February 2025 Expenditures

RESOLVE that the Twinsburg Board of Education approves all expenditures for the month of February 2025, as reflected in the above-named reports.

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

04022025-I1 - I4 ACTION ITEMS/PERSONNEL**Mrs. Davis motioned, and Mrs. Hamilton seconded 04022025- I1 to 04022025 - I4****04022025- I1 Employment, Certificated**

RESOLVE that the Twinsburg Board of Education accept the Certificated/Licensed Personnel and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks. See EXHIBIT I-1

04022025- I2 Employment, Classified

RESOLVE that the Twinsburg Board of Education accepts the Classified Personnel and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks. See EXHIBIT I-2

04022025- I3 Employment, Supplemental Contracts

RESOLVE that the Twinsburg Board of Education accept the Supplemental Contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks. See EXHIBIT I-3

04022025- I4 Employment, Pupil Activity Contracts

RESOLVE that the Twinsburg Board of Education accept the Pupil Activity Contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background checks. EXHIBIT I-4

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

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04022025-J1 – J11 ACTION ITEMS/NEW BUSINESS**Mrs. Travis motioned, and Mrs. Egan seconded 04022025- J1 to 04022025 – J11****04022025-J1 First Reading of Revised, New, Renumbered and Rescinded Board of Education Policies and Bylaws**

RESOLVE that the Twinsburg Board of Education approve the first reading of the revised Board of Education Policies and Bylaws as noted below:

0100	Revised Bylaw	Definitions (Bylaws)
0142.1	Revised Bylaw	Oath (Bylaws)
0151	Revised Bylaw	Organizational Meeting (Bylaws)
0152	Revised Bylaw	Officers (Bylaws)
0155	Revised Bylaw	Committees (Bylaws)
0163	Revised Bylaw	Presiding Officer (Bylaws)
0164	Revised Bylaw	Notice of Meetings (Bylaws)
0165	New Bylaw	Board Meetings (Bylaws)
0165.1	Rescind Bylaw	Regular Meetings (Bylaws)
0165.2	Rescind Bylaw	Special Meetings (Bylaws)
0166	New Bylaw	Agendas (Bylaws)
0167.2	Renumbered Bylaw	Executive Session (Bylaws)
0167.7	Renumbered Bylaw	Use of Personal Communication Devices (Bylaws)
0173	Rescind Bylaw	Board Officers (Bylaws)
1130	Revised Policy	Conflict of Interest (Administration)
2265	New Policy	Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements and Ideology (Program)
2340	Revised Policy	Field and Other District-Sponsored Trips (Program)
3113	Revised Policy	Conflict of Interest (Professional Staff)
4113	Revised Policy	Conflict of Interest (Classified Staff)
4120.08	Revised Policy	Employment of Personnel for Co-Curricular/Extra- Curricular Activities (Classified Staff)
4121	Revised Policy	Criminal History Record Check (Classified Staff)
5131	Revised Policy	Student Transfers (Students)
5136	Revised Policy	Personal Communication Devices (Students)
5136.01	Revised Policy	Electronic Equipment (Students)
5200	Revised Policy	Attendance (Students)
5223	New Policy	Released Time for Religious Instruction During the School Day (Students)
5500	Revised Policy	Student Conduct (Students)
5780	Revised Policy	Student/Parent Rights (Students)
5780.01	New Policy	Parents' Bill of Rights (Students)
6110	Revised Policy	Grant Funds (Finances)
6111	Revised Policy	Internal Controls (Finances)
6112	Revised Policy	Cash Management of Grants (Finances)
6114	Revised Policy	Cost Principles – Spending Federal Funds (Finances)
6320	Revised Policy	Purchasing and Bidding (Finances)
6325	Revised Policy	Procurement – Federal Grants/Funds (Finances)
6460	Revised Policy	Vendor Relations (Finances)
6550	Revised Policy	Travel Payment & Reimbursement/Relocation Costs (Finances)
7310	Revised Policy	Disposition of Surplus Inventory (Property)
7421	New Policy	Restrooms, Locker Rooms, Shower Rooms, and Changing Rooms (Property)
7450	Revised Policy	Property Inventory (Property)
7530.02	Revised Policy	Staff Use of Personal Communication Devices (Property)
7540.03	Revised Policy	Student Technology Acceptable Use and Safety (Property)
7540.04	Revised Policy	Staff Technology Acceptable Use and Safety (Property)
7540.09	New Policy	Artificial Intelligence (AI) (Property)
8310	Revised Policy	Public Records (Operations)
9160	Revised Policy	Public Attendance at School Events (Relations)

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04022025-J2 **Technology Inventory Deletions – George G. Dodge Intermediate School**
RESOLVE that the Twinsburg Board of Education approves the following items to be deleted from inventory:

Device	Model	S/N	Asset Tag	Comments
GEORGE G. DODGE INTERMEDIATE SCHOOL				
Promethean Active Board	ABV378E100	C1111150547	3157	End of Life Cycle
Promethean Active Board	ABV378E100	C1111150538	3158	End of Life Cycle
Promethean Active Board	ABV378E100	C1111150548	3159	End of Life Cycle
Promethean Active Board	ABV378E100	C1111150539	3151	End of Life Cycle
Promethean Active Board	ABV378E100	C1101110501	N/A	End of Life Cycle
Promethean Active Board	PRMAB2-02	6213951163	22589	End of Life Cycle
Promethean Active Board	PRMAB2-02	6254228089	22595	End of Life Cycle
Promethean Active Board	PRMAB2-02	6264441164	22596	End of Life Cycle
Promethean Active Board	PRMAB2-02	B0902170212	22953	End of Life Cycle

04022025-J3 **Revised Job Description – Teacher**

RESOLVE that the Board of Education approves the revised Job Description for Teacher per the attached Exhibit. See EXHIBIT J-3

04022025-J4 **Overnight/Extended Student Trip – Twinsburg High School, Kaleidoscope Program**

RESOLVE that the Twinsburg Board of Education approves the *Proposal for an Overnight/Extended Student Trip* for students in the Twinsburg High School Kaleidoscope program to travel to Camp Y-Noah in Green, Ohio, to attend a Leadership Retreat. Students will depart on April 5, 2025, and return on April 6, 2025. This trip is being supported in full by a GAR Grant and is in partnership with the Hudson City School District and the Nordonias Hills City School District, as sent to the Board under separate cover.

04022025-J5 **License Renewal – Microsoft OVS-ES**

RESOLVE that the Twinsburg Board of Education renew Microsoft OVS-ES licenses from Connections Inc., 732 Milford Road, Merrimack, NH 03055, at the cost of \$24,394.32 for the 2025-2026 school year. This is a General Fund expenditure, as sent to the Board under separate cover.

04022025-J6 **Service Renewal – ParentSquare**

RESOLVE that the Twinsburg Board of Education renew services with ParentSquare Inc., PO Box 841604, Los Angeles, CA 90084-1604, which provides mass communication tools at a cost of \$18,596.80 for the 2025-2026 school year. This is a General Fund expenditure, as sent to the Board under separate cover.

04022025-J7 **Go Math! Purchase – Wilcox Primary School**

RESOLVE that the Twinsburg Board of Education approves the purchase of *Go Math!* by Houghton Mifflin Harcourt (c. 2022) at the cost of \$22,399.65 for Wilcox Primary School for one-year teacher digital access and student digital and print editions. This is a General Fund expenditure, as sent to the Board under separate cover.

04022025-J8 **Go Math! Purchase – Samuel Bissell Elementary School**

RESOLVE that the Twinsburg Board of Education approves the purchase of *Go Math!* by Houghton Mifflin Harcourt (c. 2022) at the cost of \$22,974.00 for Samuel Bissell Elementary

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School for one-year teacher digital access and student digital and print editions. This is a General Fund expenditure, as sent to the Board under separate cover.

04022025-J9 Go Math! Purchase – George G. Dodge Intermediate School

RESOLVE that the Twinsburg Board of Education approves the purchase of Go Math! by Houghton Mifflin Harcourt (c. 2022) at the cost of \$31,589.25 for George G. Dodge Intermediate School for one-year teacher digital access and student digital and print editions. This is a General Fund expenditure, as sent to the Board under separate cover.

04022025-J10 License Agreement – Paradigm Cyber Ventures, LLC

RESOLVE that the Twinsburg Board of Education approves the purchase of *Paradigm Cyber Program* from Paradigm Cyber Ventures, LLC, 7291 Wyandot Dr., Liberty Township, OH 45044 for educational programming and curriculum for the Cyber Security 1 Course at Twinsburg High School. The cost will be \$27,500.00 for training and onboarding and one-year of licensing. This expenditure will be paid with a combination of a CVCC Grant, Title IV, ODEW CTE Funds, and General Funds; as sent to the Board under separate cover.

04022025-J11 Akron Children’s Hospital Amendment of School Health Services Agreement – Nursing Services for Camp Y Noah and Greenfield Village Trip

RESOLVE that the Twinsburg Board of Education approves the requested changes to the Akron Children’s Hospital Agreement between the Twinsburg City School District and Akron Children’s Hospital to include Nursing Services for the 6th grade overnight field trip to Camp Y Noah on May 15-16, 2025 and the 5th grade overnight trips to Greenfield Village on May 1-2, 2025 and May 8-9, 2025. The total cost is \$5,502.00 and is included in the student fees for the trip; as sent to the Board under separate cover

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

Mrs. Hamilton motioned and Mrs. Davis seconded to adopt the resolution 04022025-J12

04022025-J12 A Resolution Authorizing the Real Estate Exchange Agreement with the City of Twinsburg

WHEREAS, should the Twinsburg City School District’s 3.84 mill bond levy on the ballot of the upcoming May 6, 2025 election (the “bond levy”) pass, the Board will have the funding available to continue its Tiger Legacy Project by moving forward with plans to construct a new preK-6 elementary school building; and

WHEREAS, the Board is the owner of the real property located at 10225 Ravenna Road, Twinsburg, Ohio and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel No. 6400113, currently improved with the George G. Dodge Intermediate School (the “School District Property”); and

WHEREAS, the City of Twinsburg is the owner of two (2) parcels of vacant real property located on Chamberlin Road, Twinsburg, Ohio, and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel Nos. 6400114 and 6400110 and a contiguous parcel of 0.03682-acre parcel, formerly known as State of Ohio Lot No. 44 (collectively, the “City Property”); and

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WHEREAS, the Board has determined that contingent upon the passage of the May bond levy, the best location for its new PreK- 6 elementary school building will be on the City Property and the City has determined to construct a new service department garage facility on School District Property; and

WHEREAS, the Board finds that an exchange of the properties referenced herein by and between the Board and the City pursuant to Sections 721.02 and 3313.40 of the Ohio Revised Code is necessary to accomplish the Board's and City's objectives.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Twinsburg City School District, Summit County, Ohio, that:

Section 1. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, the Board hereby finds, determines, and declares that it is in the District's best interest to convey to the City all of its rights, title, and interest in the School District Property in exchange for the acquiring all rights, title, and interest in the City Property.

Section 2. The Board agrees to enter into and hereby approves the Real Estate Exchange Agreement between the Twinsburg City School District Board of Education and the City of Twinsburg in substantially the same format as the Real Estate Exchange Agreement attached hereto as Exhibit J-12 and made a part hereof, which sets forth the terms and conditions of the exchange of the properties between the Board and the City. The form of the Real Estate Exchange Agreement is approved with such changes therein that are not materially inconsistent with this Resolution and not substantially adverse to the School District and as shall be approved by those officials.

Section 3. The Board approves, authorizes and directs the Board President, Superintendent, and Treasurer in the name, for, and on behalf of the Board, to take all necessary actions as are desirable, advisable, necessary or appropriate to effectuate the execution of the Real Estate Exchange Agreement and any other documents necessary to effectuate the exchange of the Board Property for the City Property described above.

Section 4. Any actions previously taken by the President, Superintendent, and Treasurer of the Board of Education in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 5. It is hereby found and determined that all formal actions of this Board relating to the adoption of this Resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held in meetings open to the public, in full compliance with applicable law.

Section 6. This Resolution shall be in full force and effect from and immediately upon its adoption.

See EXHIBIT J-12

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

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Mrs. Hamilton motioned and Mrs. Davis seconded to adopt the resolution 04022025-J13

04022025-J13 A Resolution Authorizing a Lease Agreement with the City of Twinsburg

WHEREAS, on April 2, 2025, the Board of Education approved a Real Estate Exchange Agreement between the Board and the City of Twinsburg that effectuates an exchange of certain Board-owned property for City-owned property for the construction of a new preK-6 elementary school building contingent on the successful passage of the 3.84 mill bond levy on May 6, 2025 (Resolution J-12); and

WHEREAS, as part of the Real Estate Exchange Agreement the City will acquire from the Board title to the Board's property commonly known as the George G. Dodge Intermediate School campus (the "Property"); and

WHEREAS, the Real Estate Exchange Agreement contemplates that following the transfer of the Property to the City, the City would lease the Property back to the Board for its continued educational use beginning in May 2025, until such time as the Board completes the construction of a new preK-6 elementary school and sporting fields; and

WHEREAS, the Real Estate Exchange Agreement further contemplates the City's right to use and occupy certain portions of the unimproved areas of the Property to construct a building(s), provided the City takes the necessary precautions to secure the perimeters of that area and so long as the City's use and occupancy does not interfere with the District's operations; and

WHEREAS, the Board has determined that contingent upon the passage of the May bond levy it would be in the District's best interest to enter into a Lease Agreement with the City.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Twinsburg City School District, Summit County, Ohio, that:

Section 1. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, the Board hereby finds, determines, and declares that it is in the District's best interest to enter into a Lease Agreement with the City of Twinsburg and hereby approves the Lease Agreement by and between the Board and the City in substantially the same format as the Lease Agreement attached hereto as Exhibit J-13 and made a part hereof. The form of the Real Estate Exchange Agreement is approved with such changes therein that are not materially inconsistent with this Resolution and not substantially adverse to the School District and as shall be approved by those officials.

Section 2. The Board hereby approves, authorizes and directs the Board President, Superintendent, and Treasurer, in the name, for, and on behalf of the Board, to take all necessary actions as are desirable, advisable, necessary or appropriate to effectuate the transaction contemplated herein, including but not limited to the execution of the Lease Agreement, and any other documents necessary to effectuate the lease of the Property.

Section 3. Any actions previously taken by the President, Superintendent, and Treasurer of the Board of Education in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 4. It is hereby found and determined that all formal actions of this Board relating to the adoption of this Resolution were taken, and that all deliberations of

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this Board that resulted in such formal actions were held in meetings open to the public, in full compliance with applicable law.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

See EXHIBIT J-13

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

Mrs. Egan motioned and Mrs. Hamilton seconded to adopt the resolution 04022025-J14
04022025-J14 **A Resolution Authorizing the Exchange of Real Property with Chamkaur Hans**

WHEREAS, should the 3.84 mill bond levy on the ballot of the upcoming May 6, 2025 election (the “bond levy”) pass, the Board will have the funding available to continue its Tiger Legacy Project by moving forward with plans to construct a new preK-6 elementary school building; and

WHEREAS, Chamkaur Hans own certain real property located at 9759 Chamberlin Rd., Twinsburg, OH 44087, consisting of approximately 10.09 acres, and further identified as Permanent Parcel No. 6409700 in the records of Summit County, (the “Hans Property”); and

WHEREAS, the Hans Property is situated adjacent to the future site of the new preK-6 elementary school building, and Mr. Hans has agreed to split an approximately 2.6-acre portion from the Hans Property to allow adequate public access to the new school from Chamberlin Rd.; and

WHEREAS, the Board owns certain real property located at 11136 Ravenna Road, Twinsburg, OH 44087, consisting of approximately 3 acres, and further identified as Permanent Parcel No. 6404861 in the records of the Summit County and currently used by the Board as its administrative offices (“Board Property”); and

WHEREAS, the Board has determined that contingent upon the passage of the May bond levy it would be in the District’s best interest to exchange the Board Property for a 2.6-acre portion of the Hans Property.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Twinsburg City School District, Summit County, Ohio, that:

Section 1. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, the Board hereby finds, determines, and declares that it is in the District’s best interest to acquire a 2.6-acre portion of the Hans Property, and, hereby approves the Real Estate Exchange between the Twinsburg City School District Board of Education and Chamkaur Hans in substantially the same format as the Real Estate Exchange Agreement attached hereto as Exhibit J-14 and made a part hereof. The form of the Real Estate Exchange Agreement is approved with such changes therein that are not materially inconsistent with this Resolution and not substantially adverse to the School District and as shall be approved by those officials.

Section 2. The Board hereby approves, authorizes and directs the Board President, Superintendent, and Treasurer of the Board of Education, in the name, for, and on behalf of the Board, to take all necessary actions as are desirable, advisable, necessary

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or appropriate to effectuate the transactions contemplated herein, including but not limited to execution of the Real Estate Exchange Agreement and any other documents necessary to effectuate the exchange of the Board Property for a portion of the Hans Property as described above.

Section 3. Any actions previously taken by the President, Superintendent, and Treasurer of the Board of Education in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 4. It is hereby found and determined that all formal actions of this Board relating to the adoption of this Resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held in meetings open to the public, in full compliance with applicable law.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

See EXHIBIT J-14

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

Mrs. Hamilton motioned and Mrs. Egan seconded to adopt the resolution 04022025-J15

04022025-J15 A Resolution Authorizing the Purchase of the Real Property Identified as Summit County Tax Parcel 6401801

WHEREAS, should the 3.84 mill bond levy on the ballot of the upcoming May 6, 2025 election (the “bond levy”) pass, the Board will have the funding available to continue its Tiger Legacy Project by moving forward with plans to construct a new preK-6 elementary school building; and

WHEREAS, Scott J. Depew and Donna M. Depew own certain real property located at 9689 Chamberlin Trail, Twinsburg, OH 44087, consisting of approximately 1.78 acres, and further identified as Permanent Parcel No. 6401801 in the records of Summit County, (the “Property”); and

WHEREAS, the Property is situated adjacent to the future site of the new preK-6 elementary school building and its acquisition is necessary to ensure adequate public access to the new school from Chamberlin Trail; and

WHEREAS, the Board has determined that contingent upon the passage of the May bond levy it would be in the District’s best interest to acquire the Property.

NOW, THEREFORE BE IT RESOLVED, by the Board of Education of the Twinsburg City School District, Summit County, Ohio, that:

Section 1. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, the Board hereby finds, determines, and declares that it is in the District’s best interest to acquire the Property contemplated herein and hereby approves the Purchase Agreement between the Twinsburg City School District Board of Education and Scott J. Depew and Donna M. Depew in substantially the same format as the Real Estate Purchase Agreement attached hereto as Exhibit J-15 and made a part hereof. The form of the Real Estate Purchase Agreement is approved with such changes

therein that are not materially inconsistent with this Resolution and not substantially adverse to the School District and as shall be approved by those officials.

Section 2. The Board hereby approves, authorizes and directs the Board President, Superintendent, and Treasurer of the Board of Education, in the name, for, and on behalf of the Board, to take all necessary actions as are desirable, advisable, necessary or appropriate to effectuate the transactions contemplated herein, including but not limited to execution of the Real Estate Purchase Agreement and any other documents necessary to effectuate the transaction as described above.

Section 3. The Treasurer shall provide for the payment of the purchase price for the Property of Five Hundred Fifteen Thousand Dollars (\$515,000.00).

Section 4. The Board further approves the expenditure of funds necessary to pay the costs incidental to the purchase of the Property, including the costs of any survey, soil and environmental testing, title examination and guarantee and fees associated with the closing.

Section 5. The Board further approves the expenditure of funds to the Sellers up to an amount of Five Thousand Dollars (\$5,000.00) for a relocation fee and up to Five Hundred (\$500.00) to reimburse Sellers for legal fees to review the Purchase Agreement, the Sellers' real estate agent fees of Three Thousand Five Hundred Fifty Dollars (\$3,550.00), and a brokerage fee of Three Hundred Sixty-Nine Dollars (\$369.00). These reimbursements together with the purchase price in Section IV and the closing costs in Section VI constitute the entirety of the consideration for this transaction.

Section 6. Any actions previously taken by the President, Superintendent, and Treasurer of the Board of Education in furtherance of the matters set forth in this Resolution are hereby approved, ratified and confirmed.

Section 7. It is hereby found and determined that all formal actions of this Board relating to the adoption of this Resolution were taken, and that all deliberations of this Board that resulted in such formal actions were held in meetings open to the public, in full compliance with applicable law.

Section 8. This Resolution shall be in full force and effect from and immediately upon its adoption.

See EXHIBIT J-15

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

04022025-K. **MISCELLANEOUS**

Mrs. Davis emphasized that the renovation plans have been in development since 2020, prior to the pandemic. Ongoing adaptations have been necessary due to the aging of some of our other facilities. The Tiger Legacy project has involved significant planning, and with rising costs, timely decisions are crucial. She expressed gratitude for not proceeding with the new Dodge initiative a few years ago, which has opened up more strategic opportunities for us moving forward.

Minutes of REGULAR Meeting

April 2, 2025

04022025-L. **EXECUTIVE SESSION**

Mrs. Travis motioned and Mrs. Egan seconded that the Board of Education enter into Executive Session at 9:07 p.m. to consider the employment, discipline and compensation of public employees as per Board of Education Policy #0166(A) and to discuss with the Board's legal counsel disputes involving the Board that are the subject of pending Court action, as per Board of Education Policy #0166 (D).

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

04022025-M. **RECONVENE/ROLL CALL**

Mrs. Davis motioned and Mrs. Egan seconded that the Board of Education reconvene at 11:15 p.m.

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motions approved.*

04022025-N. **ADJOURNMENT**

Mrs. Crawford motioned and Mrs. Travis seconded to adjourn at 11:15 p.m.

*Ayes: Mrs. Davis, Mrs. Egan, Mrs. Hamilton, Mrs. Crawford, and Mrs. Travis
The Board President declared the motion approved and meeting adjourned.*

Board President

Treasurer

Minutes of REGULAR Meeting

April 2, 2025

**Certificated Staff Recommendations
April 2, 2025**

CONTRACTS					
Name	Position	Bldg(s)	Rate	Effective	Notes
Colegrove, Zachary	Teacher	THS	\$30.72/hr.	June 2025	Attendance at AP European History Summer Institute and prep for coursework; up to forty (40) hours; Title 2A expense
Witting, Matt	Teacher	THS	\$30.72/hr.	March – July 2025	Cybersecurity course prep; up to thirty (30) hours; Title 2A expense

LEAVE OF ABSENCE					
Name	Position	Bldg(s)	Effective	Days	Notes
Sanders, Dominique	Dean of Students	RBC	4/10/2025 – 7/03/2025	29 days	FMLA concurrent with sick leave; 29 days due to work calendar

Exhibit I-1

Minutes of REGULAR Meeting

April 2, 2025

**Classified Staff Recommendations
April 2, 2025**

CONTRACTS					
Name	Position	Bldg(s)	Rate/Step	Effective	Notes
Brenner, Tiffany	Instructional Assistant	THS	Current hourly rate/step	2/25/2025 – 5/30/2025	One-to-one Aide for student during Track season per the student's IEP; not to exceed ten (10) hours per week; General Fund expense
Sindelar, Jessica	Cook	THS	\$18.87/hr. Step 6	8/14/2025	189 days; five (5) hours per day; replacing Sharon Bukach who is retiring

LEAVE OF ABSENCE					
Name	Position	Bldg(s)	Effective	Days	Notes
Bennett, Amy	Administrative Assistant	THS	3/16/2025 – 6/17/2025	60 days	FMLA concurrent with sick leave; not to exceed 60 days
Mackey, Monica	Custodian	Bissell	2/20/2025 – 2/20/2026	60 days	Intermittent FMLA concurrent with sick leave; not to exceed 60 days
Perrin, Sandra	Bus Attendant	Transportation	8/06/2024 – 8/06/2025	60 days	Intermittent FMLA concurrent with sick leave; not to exceed 60 days

Exhibit I-2

Minutes of REGULAR Meeting

April 2, 2025

**Extracurricular Contracts
April 2, 2025**

EXTRACURRICULAR					
Name	Contract	Bldg(s)	Effective	% of Base	Notes
Blanchard, Lakeisha	Greenfield Chaperone	Dodge	5/08/2025 – 5/09/2025	\$300/night	

Exhibit I-3

**Pupil Activity Contracts
April 2, 2025**

Pupil Activity Contracts					
Name	Contract	Bldg(s)	Effective	% of Base	Note(s)
LaRocco, Carol	Yearbook Advisor	Dodge	2024/2025	2.75%	Up to five (5) hours per week; \$10.70/hour, retroactive to February 1, 2025

Exhibit I-4



Twinsburg City School District

JOB DESCRIPTION

Title: TEACHER File 310

Reports to: Principal and Assistant Principal

Description: Plans, implements, and evaluates student learning experiences. Helps students identify goals and make appropriate choices. Encourages parental involvement.

Minimum Qualifications:

- Valid Ohio teacher's license or certificate appropriate for the assignment.
- Documented evidence of a clear criminal record (FBI and BCI).
- Completion of appropriate ODEW Science of Reading Pathway.

Supervisory Responsibility:

Under the direction of the principal: plans work assignments, provides instructions, and communicates expectations to assigned staff and volunteers. Promotes teamwork and helps staff as needed to successfully accomplish delegated duties.

Duties and Responsibilities:

The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

- Prepares the assigned classroom. Requisitions essential supplies and equipment. Promotes the proper use and care of school property.
- Teaches scheduled classes. Creates effective learning experiences. Ensures that written lesson plans align with the district's adopted course of study and continuous improvement plan.
- Ensures that written lesson plans are available the week before implementation.
- Upholds Board policies and follows administrative procedures.
- Promotes a favorable image of the school district.
- Implements effective classroom management procedures. Maintains high standards and upholds the student conduct code.
- Develops and maintains a positive learning environment. Stimulates student interest. Helps parents and students understand academic and behavioral objectives.
- Evaluates the needs of students based on all available information. Plans student interventions. Varies instructional techniques to address individual learning styles.
- Communicates high expectations and shows an active interest in student progress.
- Helps students develop critical-thinking, problem-solving, and creativity skills.
- Collaborates with other teachers. Shares knowledge and resources that enhance the educational process.
- Incorporates the effective use of available technology in instructional and records management activities. Upholds computer technology acceptable use policies.
- Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).



- Helps students prepare for state and district class assignments.
- Maintains accurate records and submits reports on time.
- Respects personal privacy. Maintains the confidentiality of privileged information.
- Evaluates students and assigns grades. Consults with parents on a regular basis (e.g., telephone calls, email, conferences).
- Effectively uses support personnel to address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).
- Reports evidence of suspected child abuse as required by law.
- Makes a referral to the student assistance team when a need is indicated. Meets mandated deadlines for required paperwork. Works with team members to reach a consensus on a plan for the identified student.
- Helps prepare and implement Section 504 and Individualized Education Plans (IEP) for classroom students meeting eligibility requirements.
- Supports an inclusive educational environment. Provides opportunities for students with disabilities to participate in appropriate peer group activities.
- Takes precautions to ensure student safety. Does not leave students unsupervised.
- Supervises non-classroom activities when assigned.
- Participates in open houses, parent conferences, and other related school events.
- Participates in staff meetings and professional growth opportunities.
- Accepts responsibility for decisions and conduct. Strives to develop rapport and serve as a positive role model for others.
- Performs other specific job-related duties as directed.

Required Knowledge, Skills and Abilities:

The following characteristics and physical skills are essential for the successful performance of assigned duties.

- Demonstrates professionalism and maintains a positive work attitude.
- Skillfully manages individual, group and organizational interactions.
- Effectively uses verbal, nonverbal, writing, and listening skills.
- Completes detailed paperwork accurately.
- Organizes tasks and manages time effectively.
- Averts problem situations and intervenes to resolve conflicts.
- Lifts, carries, and/or moves instructional supplies and equipment.
- Performs activities that may require reaching, crouching, and/or kneeling.
- Uses self-control, perseverance, and physical skill to manage students.
- Maintains an acceptable attendance record and is punctual.
- Travels to meetings and work assignments.

Working Conditions:

Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

- Potential for exposure to blood borne pathogens and communicable diseases.
- Potential for interaction with disruptive and/or unruly individuals.
- Exposure to adverse weather conditions and seasonal temperature extremes.
- Potential for exposure to danger in emergency situations (fire, intruder, etc.)
- Duties may require operating and/or riding in a vehicle.
- Duties may require working under time constraints to meet deadlines.
- Duties may require working during the evening and/or weekend.



Performance Evaluation:

Job performance is evaluated according to the policy provisions adopted by the Twinsburg City School District Board of Education.

The Twinsburg City School District Board of Education is an equal opportunity employer offering employment without regard to race, color, religion, sex, national origin, age or disability. This job description summary does not imply that these are the only duties to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operating procedures, productivity factors, and unforeseen events.

Revised: August 21, 2000

Revised: March 21, 2018

Revised: April 2, 2025

EXHIBIT J-3 - Board of Education Meeting April 2, 2025



Teacher

Page 3 of 3

EXHIBIT J-12 - Board of Education Meeting April 2, 2025

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement (the "Agreement") made on this ____ day of _____, 2025 (the "Effective Date"), is by and between the **BOARD OF EDUCATION OF THE TWINSBURG CITY SCHOOL DISTRICT**, an Ohio public school district and political subdivision organized pursuant to the Ohio Constitution and laws of the State of Ohio (the "**District**"), and the **CITY OF TWINSBURG**, an Ohio chartered municipal corporation and political subdivision organized pursuant to the Ohio Constitution, its Charter, and the laws of the State of Ohio (the "**City**").

WHEREAS, the District is the owner of the real property located at 10225 Ravenna Road, Twinsburg, Ohio and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel No. 6400113 (the "**School District Property**") (a legal description thereof is attached hereto and incorporated into this Agreement as **Exhibit A**);

WHEREAS, the City is the owner of two (2) parcels of vacant real property located on Chamberlin Road, Twinsburg, Ohio, and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel Nos. 6400114 and 6400110 and a contiguous parcel of 0.03682-acre parcel, formerly known as State of Ohio Lot No. 44 (collectively, the "**City Property**") (legal descriptions of the "Property" are attached hereto and incorporated into this Agreement as **Exhibit B**);

WHEREAS, the District and the City may be referred to individually herein as a "Party" or collectively as the "Parties" and the School District Property and the City Property may be referred to herein as each other's "Property" and collectively herein as the "Properties";

WHEREAS, the District and the City have determined that an exchange of the Properties will be mutually beneficial to their respective public purposes and desire to exchange the Properties pursuant to Sections 721.02 and 3313.40 of the Ohio Revised Code and

WHEREAS, the exchange of the Properties provided for in this Agreement is contingent upon the passage of the District's 3.84 mill bond levy on May 6, 2025.

NOW THEREFORE, in consideration of the mutual agreements and obligations herein contained and other good and valuable consideration received to the full satisfaction of each of them, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Recitals Incorporated. The recitals to this Agreement set forth above are fully incorporated by reference into this Agreement.

Section 2. Exchange of the Properties. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, the District agrees to convey to the City in fee simple and under the conditions hereinafter provided, all of the District's right, title, and interest in the School District Property in exchange for the City Property, and the City does hereby agree to convey to the District in fee simple under the conditions hereinafter provided, all of the City's right, title, and interest in the City Property in exchange for the School District Property.

Section 3. Title Company and Escrow Agent. Chicago Title Company is hereby designated as the “Title Company” and escrow agent in connection with this transaction. The City and the District shall register with and abide by the instructions of the Title Company.

Section 4 Inspections/Due Diligence. Prior to Closing, as defined in Section 16, the City and the District shall have the opportunity to conduct and obtain such tests, surveys, studies, reports and inspections in order to determine, in each Party’s sole discretion, whether the Property it is acquiring is suitable for their respective acquisitions. The cost of obtaining such approvals and of conducting and obtaining such tests, surveys, studies, reports and inspections and in determining the suitability of the Properties shall be the sole responsibility of the Party who is seeking such determination. The Parties shall provide one another reasonable access to the other Party’s Property so that a Party may conduct its inspections. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to either Party, then the Party objecting shall deliver to the other Party written notice and the Party receiving notice may, at its sole option, remedy the condition that the other Party has objected to. In the event either Party is unwilling or unable to cure any objection made by the other Party prior to Closing, either Party may, by written notice to the other, either: (i) terminate this Agreement, at which time the Parties shall be released from all further obligations under this Agreement, or (ii) waive such condition. If either Party has not notified the other of any unacceptable condition within thirty (30) days prior to the Closing, then any such condition shall be deemed to be waived by both Parties. After any tests, surveys, studies and inspections are conducted, the Party conducting same must, at its cost, restore the Property to substantially its original condition.

Section 5. Title Commitment to the Properties. Each Party shall, at its sole cost and expense, procure a title search and commitment for the Property it is acquiring prepared by the Title Company (the “Title Commitment”) which may be updated by a Party on more than one occasion prior to Closing. Each Party shall notify the other of its objection to any matter shown in the Title Commitment for the Property it is acquiring. However, if the Party whose title search and Title Commitment is being objected to is unable or unwilling to remove any such objections prior to the Closing, then the objecting Party’s sole remedy shall be to either: (a) terminate this Agreement, at which time the Parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as the Party is able to convey. If either Party has not notified the other of any objections within fourteen (14) days prior to Closing, then any such condition shall be deemed to be waived by the Parties. A Party may obtain and policy of title insurance at its own expense.

Section 6. Sellers’ Affidavits. At the Closing, each Party shall furnish the other Party and the Title Company with what is known in the real estate industry as a “Seller’s Affidavit” regarding whether each Property has any mechanic’s and materialmen’s liens, persons in possession of the Property, and similar title matters required by the Title Company as a condition of its deletion of the standard printed general exceptions from the title policy. Each Party at its respective cost shall update the Title Commitment for the Property it is acquiring to the date of Closing. If such update to either Property shows any exceptions not previously shown on the Title Commitment, then the Party that is acquiring such Property shall have the right to object to any such additional exception.

If a Party does so object to such additional exception on the Property it is acquiring, then the owner of that Property shall either: (a) cure or remove the additional exception prior to Closing; or (b) notify the Party acquiring the Property that it is unable or unwilling to cure or remove the exception. If a Party notifies the other that it is unwilling or unable to remove such additional exceptions, or if that Party otherwise fails to cure such additional exceptions prior to the Closing, then the Party who is acquiring such Property may either terminate this Agreement or waive the title objection and proceed with the Closing on the acquisition of the Property. Either Party, at its option, may waive the purchase of a title insurance policy.

Section 7. Condition of the Properties. Neither Party makes any representation, covenant or warranty whatsoever, express or implied, regarding its Property, including, without limitation, its respective Property's compliance with the requirements of any law, rule, specification or contract pertaining thereto; the applicable zoning requirements; the propriety of any proposed uses or the continuation of uses thereof, former or present; the title thereto and the condition thereof; the legal description of its Property and the boundary lines; or the physical or sub-surface condition thereof. Each Party agrees that it shall not rely on any information or reports provided by the one Party to the other regarding the conditions of either Property and that it is each Party's sole responsibility to conduct its own tests, surveys, studies and inspections in order to satisfy itself as to the condition of the Property it is acquiring. The District acknowledges that it is acquiring the City Property "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Subject to the provisions of Section 7 below, the City acknowledges that it is acquiring the District Property "AS IS" "WHERE IS" AND "WITH ALL FAULTS."

Section 8. Lease-Back of School District Property to District. It is acknowledged by the Parties that as of the Effective Date there is located on the School District Property a public school building and related facilities, including but not limited to driveways, parking areas, playgrounds, playing fields, concession stands, bleachers, etc. It is also acknowledged that the District plans to continue to use the School District Property for those purposes for significant periods of time after the Closing and the transfer of the School District Property to the City. As a consequence of this situation, the Parties agree to enter into a lease agreement whereby the City will lease the School District Property back to the District for: (a) the District's continued specific uses of the Property for specific periods of time; and (b) the obligations of the District and the specifications for the removal of all buildings and all other facilities at the site and the restoration of the Property (the "Lease"). The Lease is attached hereto as **Exhibit C** and the Lease and its provisions are incorporated by reference into this Agreement as if fully rewritten herein.

Section 9. Exchange of Information Regarding Properties. Within ten (10) days following the Effective Date of this Agreement, each Party shall deliver to the other, at no cost, such of the following as are in the possession of the Party related to its respective Property: surveys, contracts, appraisals, leases, title policies, waste disposal records, permit records, traffic studies, engineering tests and studies, and environmental reports (including without limitation documents relating to soils, ground water, underground tanks, subsurface conditions, correspondence from or with governmental authorities relating to environmental matters involving applicable environmental

laws, asbestos, hazardous material, environmental conditions, and other information concerning the environmental condition on or about the Properties).

For purposes of this Section 9, "applicable environmental laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Super lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. "Hazardous material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in "applicable environmental laws".

Section 10. Encumbrances to Properties. Prior to the Closing and transfers of title to the Properties, the Parties will not directly or indirectly sell, lease, transfer or convey their Properties or any portion thereof; grant any rights, easements, covenants, mortgages, encumbrances or liens with respect to their Properties; or enter into any agreements which would materially and adversely affect their Properties or the title thereto without first obtaining the other Party's consent with respect thereto, which consent will not be unreasonably withheld.

Section 11. Service Contracts. Each contract, agreement or commitment which affects or relates to the Properties and their operation, including service contracts, supply contracts, management contracts and maintenance contracts (collectively, "Service Contracts") shall be terminated not later than the date of Closing except for such Service Contracts that a Party agrees to assume in writing.

Section 12. Removal of Personal Property. Subject to the provisions of Section 8 above and the provisions of the Lease referenced therein, prior to Closing, each Party reserves the right to remove from its Property, and thereby not include in the conveyance thereof, any and all moveable equipment and other personal property. If either Party fails to remove any such personal property prior to the Closing, those items remaining on its Property shall be included as part of the Property conveyed to the other Party, with that Party waiving any right to thereafter remove those items from its Property and the other Party agreeing to accept them.

Section 13. Taxes. To the extent that there are any real estate taxes due and owing on the Properties, the taxes and assessments shall be prorated to the date of Closing, and amounts attributed to the time prior to Closing shall be paid by the Party who owns the Property. Such proration shall be based on the most recent available tax duplicate information.

Section 14. Assessments and Utilities. Installments of special assessments, if any, which are a lien against the Properties on the date of Closing shall be prorated as of such date on the basis of a 365-day year and the amounts shown on the then latest available County Fiscal Officer's tax duplicate. Subject to the provisions of Section 8 and the Lease provided for therein, all utility costs accrued with respect to the Properties as of the date of Closing shall be paid by the party owning such property prior to Closing.

Section 15. Limited Warranty Deed. On or prior to the Closing, each Party shall deposit in escrow a good and sufficient limited warranty deed for its Property in a form reasonably acceptable

to the other Party and Title Company (the “**Deed**”), conveying good and marketable fee simple title to each Property to each of the Parties, free and clear of all encumbrances whatsoever, except the following (collectively, the “**Permitted Exceptions**”):

- (a) zoning ordinances, building codes, and regulations;
- (b) real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable as of the Closing Date, if any;
- (c) easements, covenants, conditions, reservations and restrictions of record, including, without limitation, those disclosed on the Title Commitment, unless removed of record prior to Closing; and
- (d) any matters which would be disclosed by an accurate survey of the Property if obtained by a Party.

Section 16. Closing. The closing for the exchange of the Properties (the “**Closing**”) shall be completed not later than one hundred eighty (180) calendar days following the Effective Date of this Agreement. The Parties may mutually agree to delay and extend the Closing. Except with respect to costs for which a party is specifically responsible under this Agreement, the District shall be responsible for the Closing costs, costs of recording the deed, title policy and costs of the Title Company for its acquisition of the City Property, and the City shall be responsible for the Closing costs, costs of recording the deeds, title policy and costs of the Title Company for its acquisition of the School District Property.

Section 17. Deliveries at Closing. At Closing, each Party shall deliver to the other the following documents and instruments: (a) a duly signed limited warranty Deed conveying its Property to the other; (b) written verification of its authority to enter into the Agreement and to close and consummate the transaction contemplated by this Agreement; (c) Seller’s Affidavit; and (d) such items and documents as may be necessary for the Title Company to complete the Closing.

Section 18. No Assignment. This Agreement shall not be assigned by either Party.

Section 19. Notices. Notices required or permitted hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Parties at the following addresses:

To the District:

Twinsburg City School District
11136 Ravenna Road
Twinsburg,
OH 44087.
Attention: Kathi Powers, Superintendent

To the City:

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City of Twinsburg, Ohio
10075 Ravenna Road
Twinsburg, OH 44087
Attention: Sam Scaffide, Mayor

With a copy to:

Matthew J. Vazzana, Law Director
City of Twinsburg, Ohio
10075 Ravenna Road
Twinsburg, OH 44087

Section 20. Entire Agreement. All understandings and agreements made heretofore between the District and the City are merged into this Agreement, including any exhibits hereto, which fully and completely expresses the agreement between the Parties and the same is entered into after full investigation, neither Party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the Parties.

Section 21. Benefit. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, personal and legal representatives, and assigns.

Section 22. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

Section 23. Default. If either Party fails to proceed to Closing for any reason, except as is otherwise provided for herein, the other Party shall have the right to terminate this Agreement by notifying the Party of such termination and to pursue additional remedies at law or equity that may be available to it.

Section 24. Counterparts. This Agreement may be executed by both Parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties on the date hereinabove set forth have signed this Agreement.

**BOARD OF EDUCATION OF THE
TWINSBURG CITY SCHOOL DISTRICT**

CITY OF TWINSBURG

By:

By:

Rhonda Crawford, President

Sam Scaffide, Mayor

By _____

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Julia Rozsnyai, Treasurer

Approved as to form and correctness,

Matthew J. Vazzana, Law Director

EXHIBIT J-13 - Board of Education Meeting April 2, 2025

LEASE AGREEMENT

(This is an Exhibit to the Real Estate Exchange Agreement between the Parties hereto and is contingent on passage of the May 2025 Board of Education Bond Levy)

THIS LEASE AGREEMENT ("Lease") shall be considered effective the same day as the Real Estate Exchange Agreement to which it is attached and is by and between the City of Twinsburg, 10075 Ravenna Road, Twinsburg, OH 44087, hereinafter referred to as "**Landlord**", and Twinsburg City School District Board of Education, 11136 Ravenna Road, Twinsburg, OH 44087, hereinafter referred to as "**Tenant**". (Landlord and Tenant are each a "**Party**" herein and, collectively, the "**Parties**".)

WHEREAS, as part of the Real Estate Exchange Agreement entered into between Landlord and Tenant on or about _____, 2025, the Landlord has acquired from Tenant and is the title owner of certain property located at 10225 Ravenna Road, Twinsburg, Ohio and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel No. 6400113 and commonly known as the George G. Dodge Intermediate School campus (the "**Property**").

WHEREAS, the Real Estate Exchange Agreement contemplated that following the transfer of fee simple title to the Property to Landlord, Landlord would lease the Property to Tenant for its exclusive and continued use beginning in May 2025, until such time as Tenant completes the construction of a new PreK-6 elementary school and sporting fields.

NOW, THEREFORE, in consideration of the forgoing recitals, which are fully incorporated into this Lease, and the mutual promises contained herein, the Parties agree as follows:

1. Lease of Property. In consideration of Tenant's payment of the rental, Landlord leases to Tenant and Tenant hereby takes the "**Leased Premises**", as defined below, "AS IS" and "WHERE IS" without representation or warranty by Landlord.
2. Premises and Chattels. The Leased Premises shall consist of the Property and the following (all of which is collectively herein referred to as the "**Leased Premises**");
 - (a) Exclusive use of the entirety of George G. Dodge Intermediate School (the "**Building**"); and
 - (b) Exclusive access to and use of all ground area surrounding the Building, including but not limited to all parking areas, ingress and egress, the existing baseball and soccer fields and other appurtenances to the Building and the Property (the "**Grounds**").
3. Use. During the term of the Lease, Tenant shall have the right to continue to use the Leased Premises for educational purposes, as deemed appropriate by Tenant in its sole and

absolute discretion ("**Tenant's Operations**"). Tenant shall have free and unimpeded access to the Leased Premises during the term of this Lease or as otherwise contemplated herein.

4. Term. Contingent upon the passage of the Tenant's bond levy issue on the May 6, 2025 election ballot, this Lease shall commence for a term beginning on the date that Landlord obtains title in fee simple to the Property and ending on the earlier of the following times: (a) August 31, 2028; or (b) at such time as the Tenant completes construction on a new PreK-6 elementary school and is issued a certificate of occupancy.

5. Rent. Tenant shall pay a total annual rental fee for the Leased Premises in the amount of One Dollar (\$1.00), payable the 1st day of each calendar year of said term, with the first payment due on within five (5) business days of the commencement of the term of this Lease.

6. Taxes and Assessments. Tenant shall be solely responsible for all taxes and assessments, regular and special, of any name or natures, which become due and payable in connection with the Leased Premises, if any, and shall reimburse City within thirty (30) days of Landlord's request for reimbursement for such taxes and assessments.

7. Maintenance and Repairs. During the term of this Lease and in compliance with all local laws, Tenant shall continue to repair and maintain in good and safe working order and condition the entirety of the Leased Premises, at its sole cost and expense. Tenant's obligations under the preceding sentence shall include proper maintenance and repair of all interior and exterior lighting, windows, doors, roofs, walls, heating, ventilation, plumbing and electrical systems and fixtures, foundation, landscaping, mowing of the lawn, removal of snow and ice, and repair of all blacktop and pavement, situated on the Leased Premises.

8. Utilities. Tenant shall pay all utility services required on the Leased Premises, including but not limited to electric, gas, water, sewer, trash and recycle, and any and all maintenance charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, or surcharges or the like pertaining to Tenant's use of the Leased Premises.

9. Damages. Any damages to the Leased Premises, except normal wear and tear, caused by the Tenant are the responsibility of the Tenant. Tenant is also responsible for its personal property contained within the Leased Premises.

10. Alterations. Tenant may make alterations, additions or improvements in or upon the Leased Premises with prior written notice to the Landlord.

11. Manner of Occupancy. Tenant will use and occupy the Leased Premises in a careful, safe, and proper manner, will not use or permit its use in any way that will increase the rate of insurance thereon, nor for any purpose other than that herein set forth, and upon the expiration or termination of this Lease will surrender possession thereof in as good condition and repair as the same may be at the commencement of the term hereof, with exception of normal wear and tear and Tenant's permitted modifications.

12. Assignment and Sublease. Tenant shall not assign this Lease nor sublease the within leasehold without prior written consent of the Landlord.

13. Liability. Tenant shall be responsible for all claims and liabilities arising out of personal or property damages from negligent acts of the Tenant, its employees, agents, students, invitees or licensees or subleases while in or upon the Leased Premises.

14. Indemnification. To the extent provided by law, Tenant covenants and agrees that it will protect and save Landlord harmless, defend and indemnify Landlord against any and all claims or liability occasioned by any act or negligence of Tenant or any act or negligence of those holding under the Tenant or acting as an agent of Tenant. The Landlord and the Tenant and all parties claiming under them hereby mutually agree to release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Premises, or covered by insurance in connection with property on or activities conducted on the Leased Premises, regardless of the cause of the damage or loss.

15. Insurance. During the term of this Lease and during the times of the activities set forth in Section 18 of this Lease, the Tenant shall maintain the following insurance coverages at all times:

(a) Commercial General Liability ("CGL") and Umbrella Liability Insurance. Tenant shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

(b) CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(c) Landlord shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord.

(d) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, or employment-related practices.

(e) Workers' Compensation Insurance. Tenant shall maintain workers' compensation and employers' liability insurance as required under Ohio law.

(f) Certificate of Insurance. A certificate of insurance evidencing the insurance required by this Section must be filed with Landlord within five (5) business days of the execution of this Lease and annually thereafter for so long as this required insurance shall be in effect, as set forth above. The certificate must require that Landlord be notified by the insurer at least thirty (30) days in advance of any expiration or cancellation of the insurance coverages required by this Section.

16. Right of Entry. The Landlord by its employees and agents shall have the right to enter the Leased Premises at all reasonable times to perform any inspections as may be permitted by the provisions of the Lease and as authorized by virtue of Landlord's role as municipal corporation. The Landlord shall give twenty-four (24) hours prior notice of any inspections, except in an emergency, in which case prior notice shall not be required.

17. Signs. During the term of this Lease, the Tenant may continue to display signs on the Leased Premises.

18. Tenant's Obligations to Landlord at Expiration or Termination of Lease

(a) Upon completion of a new PreK-6 elementary school building, which is expected to be completed in the summer of 2028 and prior to the start of the 2028-2029 school year, Tenant at its sole cost shall perform the following activities and in compliance with all state and local ordinances: (i) provide an assessment as to the existence of asbestos and other hazardous materials that may be present and affected by the Building demolition activities; (ii) provide documentation of Phase 1 and/or Phase 2 environmental assessment reports and provide asbestos surveys conducted by appropriately certified contractors; (iii) demolish and remove the Building and completely remove all of its foundations and all below grade portions of the Building; (iv) use premium course-grained soils to backfill all below grade and basement areas; (iii) remove all paved areas, including but not limited to sidewalks and parking areas; (iv) remove all demolition debris from the Property; (v) grade and seed the Property; (vi) cap the utility connections; and (vii) complete all of the foregoing actions by December 31, 2028.

(b) Tenant shall remove the fencing, bleachers, dugout, and any and all other structures at the Varsity Baseball Field at the Leased Premises within thirty (30) days of the transfer of fee simple title to the Property to Landlord or by May 31, 2025, whichever is later.

(c) Tenant shall remove the perimeter fencing around the football field/track area and the girls' practice soccer field at the Leased Premises within thirty (30) days of the transfer of fee simple title to the Property to Landlord or by November 30, 2025, whichever is later.

(d) Tenant shall remove the pavilion, concession stand, and storage facility at the Leased Premises by the date that the Building is vacated by Tenant or sooner as may be negotiated between the Parties.

(e) It is understood that the timelines referenced in this Section 18 are estimates and may fluctuate depending on circumstances beyond the control of the Tenant. In the event that construction timelines for the new PreK – 6 elementary school are delayed for reasons beyond the control of the Tenant, Landlord will agree to a reasonable extension of time not to exceed six (6) months.

(f) Upon Landlord obtaining fee simple title to the Property, Landlord may use and occupy the unimproved area of the Grounds which is south of the parking area in front of the Building and which fronts on Ravenna Road, including the right to construct a building(s), provided Landlord takes the necessary precautions to secure the perimeters of that area and so long as Landlord's use and occupancy does not interfere with Tenant's Operations.

(g) In the event Tenant vacates and removes the athletic and recreational areas set forth above earlier than the deadlines set forth above, Landlord may occupy those portions of the Leased Premises for its own use, provided Landlord takes the necessary precautions to secure the perimeters of those areas and so long as Landlord's use and occupancy does not interfere with Tenant's Operations.

(h) Insurance Coverages by Landlord.

(i) In the event Landlord occupies or otherwise uses portions of the Leased Premises during the term of this Lease, at all times Landlord shall maintain insurance coverages for commercial general liability ("CGL") and umbrella liability insurance covering its uses and operations on those portions of the Leased Premises in the same amounts of coverage that Landlord has for its other properties and operations.

(ii) Landlord shall maintain workers' compensation and employers' liability insurance as required under Ohio law.

(iii) Tenant shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Landlord.

(iv) A certificate of insurance evidencing the insurance required by this Section 18(h) must be filed with Tenant within five (5) business days of the commencement of any use or occupancy of any portion of the Leased Premises and annually thereafter for so long as this required insurance shall be in effect, as set forth above. The certificate must require that Tenant be notified by the insurer at least thirty (30) days in advance of any expiration or cancellation of the insurance coverages required by this Section 18(h).

19. Notices. All notices, requests or demands required or appropriate hereunder shall be hand-delivered or sent by U.S. Certified Mail to the following addresses:

To the Landlord:
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087
Attention: Mayor Sam Scaffide

With a copy to:
Law Director
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087

To the Tenant:
Twinsburg City School District Board of Education
1136 Ravenna Road
Twinsburg, OH 44087
Attention: Superintendent Kathi Powers

20. Counterpart Execution. This Lease may be separately and independently executed by the Landlord and Tenant in any number of identical counterparts and any counterpart to which the signature of both Parties has been affixed shall be deemed to be an original for all purposes and all such counterparts shall, collectively, constitute one and the same agreement, but, it shall not be necessary to produce or account for more than one such counterpart.

21. Recording. This Lease shall not be recorded; however, a Memorandum of Lease in accordance with Ohio law may be recorded upon the request of either Party, at such requesting Party's cost. The Parties shall cooperate with the preparation, execution, and recording of such document.

22. Authority. Each Party hereby represents that it has been duly authorized to execute this Lease and that the person signing on behalf of such Party has been duly authorized to sign on behalf of said Party in order to form a binding contract.

23. Miscellaneous. This Lease is fully integrated and contains all of the terms, conditions, and understandings between the Parties concerning the Leased Premises and the within leasehold and fully supersedes all prior oral or written agreements. This Lease may not be modified except in a written document executed by both duly authorized Parties. This Lease shall be governed by Ohio law. Neither Party shall be deemed to waive any provision or right under this Lease as a result of a failure to enforce such provision or right. In the event that any provisions of this Lease are legally unenforceable, the other provisions shall remain in effect. This Lease shall be deemed to be drafted by both Parties and no ambiguity shall be construed against either Party based on the assertion that such Party drafted this Lease.

[Remainder of this page is intentionally left blank. Signatures appear on following page.]

Minutes of REGULAR Meeting

April 2, 2025

IN WITNESS WHEREOF, the Parties to this Lease set their hands to two copies hereof, each of which shall constitute an original as of the date first above stated.

LANDLORD:**CITY OF TWINSBURG**

By: _____
Sam Scaffide, Mayor

Approved as to form and correctness:

Matthew J. Vazzana, Law Director
City of Twinsburg

TENANT:**TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION**

By: _____, Board President

Print Name: _____

By: _____, Treasurer

Print Name: _____

By: _____, Superintendent

Print Name: _____

Minutes of REGULAR Meeting

April 2, 2025

Exhibit J-14

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement (the "Agreement") made on this ____ day of April, 2025 (the "Effective Date"), is by and between the **BOARD OF EDUCATION OF THE TWINSBURG CITY SCHOOL DISTRICT**, an Ohio public school district and political subdivision organized pursuant to the Ohio Constitution and laws of the State of Ohio (the "**District**"), and **CHAMKAUR HANS** ("Mr. Hans").

WHEREAS, the District is the owner of the real property located at 11136 Ravenna Road, Twinsburg, Ohio and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel No. 6404861 (the "**School District Property**") (a legal description thereof is attached hereto and incorporated into this Agreement as **Exhibit A**); and

WHEREAS, Mr. Hans is the owner of a 10.0968 tract of residential vacant real property located on Chamberlin Road, Twinsburg, Ohio, and identified in the records of the Summit County, Ohio Fiscal Officer as Permanent Parcel No. 6409700 (a legal description thereof is attached hereto and incorporated into this Agreement as **Exhibit B**), on which Mr. Hans intends to develop into residential housing; and

WHEREAS, the District and Mr. Hans may be referred to individually herein as a "Party" or collectively as the "Parties" and the School District Property and the Hans Property may be referred to herein as each other's "Property" and collectively herein as the "Properties"; and

WHEREAS, prior to residential development, Mr. Hans has agreed to take the necessary steps with the City of Twinsburg (the "City") to redraw the boundaries at the south side boundary of Parcel No. 6409700 and parcel out 2.6 acres of the lower portion of this parcel for the District to utilize as access to its new pre-k elementary school. The 2.6 acres will hereinafter be referred to as the "**Hans Property**"). It is understood that Mr. Hans will retain ownership of a 10' wide expanse from his property line to the District's existing easement coming from the south; and

WHEREAS, the District and Mr. Hans have determined that an exchange of the School District Property and the Hans Property will be mutually beneficial to their respective purposes and desire to exchange these Properties pursuant to the authority granted to the District by Section 3313.41(F) of the Ohio Revised Code; and

WHEREAS, the exchange of the Properties provided for in this Agreement is contingent upon the passage of the District's 3.84 mill bond levy on May 6, 2025, and final approval of Mr. Hans' site development plans by the City.

NOW THEREFORE, in consideration of the mutual agreements and obligations herein contained and other good and valuable consideration received to the full satisfaction of each of them, the Parties, intending to be legally bound hereby, agree as follows:

Section 1. Recitals Incorporated. The recitals to this Agreement set forth above are fully incorporated by reference into this Agreement.

Section 2. Exchange of the Properties. Following the successful passage of the 3.84 mill bond levy on May 6, 2025, and final approval of Mr. Hans' site development plans by the City, the District agrees to convey to Mr. Hans in fee simple and under the conditions hereinafter provided, all of the District's right, title, and interest in the School District Property in exchange for the Hans Property, and Mr. Hans does hereby agree to convey to the District in fee simple under the conditions herein provided, all of Mr. Hans' right, title, and interest in the Hans Property in exchange for the School District Property.

Section 3. Title Company and Escrow Agent. Chicago Title Company is hereby designated as the "Title Company" and escrow agent in connection with this transaction. The Parties shall register with and abide by the instructions of the Title Company.

Section 4. Inspections/Due Diligence. Prior to Closing, as defined in Section 16, the District and Mr. Hans shall have the opportunity to conduct and obtain such tests, surveys, studies, reports and inspections in order to determine, in each Party's sole discretion, whether the Property it is acquiring is suitable for their respective acquisitions. The cost of obtaining such approvals and of conducting and obtaining such tests, surveys, studies, reports and inspections and in determining the suitability of the Properties shall be the sole responsibility of the Party who is seeking such determination. The Parties shall provide one another reasonable access to the other Party's Property so that a Party may conduct its inspections. If any tests, surveys, studies, reports and inspections disclose any condition unacceptable to either Party, then the Party objecting shall deliver to the other Party written notice and the Party receiving notice may, at its sole option, remedy the condition that the other Party has objected to. In the event either Party is unwilling or unable to cure any objection made by the other Party prior to Closing, either Party may, by written notice to the other, either: (i) terminate this Agreement, at which time the Parties shall be released from all further obligations under this Agreement, or (ii) waive such condition. If either Party has not notified the other of any unacceptable condition within thirty (30) days prior to the Closing, then any such condition shall be deemed to be waived by both Parties. After any tests, surveys, studies and inspections are conducted, the Party conducting same must, at its cost, restore the Property to substantially its original condition.

Section 5. Title Commitment to the Properties. Each Party shall, at its sole cost and expense, procure a title search and commitment for the Property it is acquiring prepared by the Title Company (the "Title Commitment") which may be updated by a Party on more than one occasion prior to Closing. Each Party shall notify the other of its objection to any matter shown in the Title Commitment for the Property it is acquiring. However, if the Party whose title search and Title Commitment is being objected to is unable or unwilling to remove any such objections prior to the Closing, then the objecting Party's sole remedy shall be to either: (a) terminate this Agreement, at which time the Parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as the Party is able to convey. If either Party has not notified the other of any objections within fourteen (14) days prior to Closing, then any such condition shall be deemed to be waived by the Parties. A Party may obtain and policy of title insurance at its own expense.

Section 6. Sellers' Affidavits. At the Closing, each Party shall furnish the other Party and the Title Company with what is known in the real estate industry as a "Seller's Affidavit" regarding whether each Property has any mechanic's and materialmen's liens, persons in possession of the Property, and similar title matters required by the Title Company as a condition of its deletion of the standard printed general exceptions from the title policy. Each Party at its respective cost shall update the Title Commitment for the Property it is acquiring to the date of Closing. If such update to either Property shows any exceptions not previously shown on the Title Commitment, then the Party that is acquiring such Property shall have the right to object to any such additional exception. If a Party does so object to such additional exception on the Property it is acquiring, then the owner of that Property shall either: (a) cure or remove the additional exception prior to Closing; or (b) notify the Party acquiring the Property that it is unable or unwilling to cure or remove the exception. If a Party notifies the other that it is unwilling or unable to remove such additional exceptions, or if that Party otherwise fails to cure such additional exceptions prior to the Closing, then the Party who is acquiring such Property may either terminate this Agreement or waive the title objection and proceed with the Closing on the acquisition of the Property. Either Party, at its option, may waive the purchase of a title insurance policy.

Section 7. Condition of the Properties. Neither Party makes any representation, covenant or warranty whatsoever, express or implied, regarding its Property, including, without limitation, its respective Property's compliance with the requirements of any law, rule, specification or contract pertaining thereto; the applicable zoning requirements; the propriety of any proposed uses or the continuation of uses thereof, former or present; the title thereto and the condition thereof; the legal description of its Property and the boundary lines; or the physical or sub-surface condition thereof. Each Party agrees that it shall not rely on any information or reports provided by the one Party to the other regarding the conditions of either Property and that it is each Party's sole responsibility to conduct its own tests, surveys, studies and inspections in order to satisfy itself as to the condition of the Property it is acquiring. The District acknowledges that it is acquiring the Hans Property "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Subject to the provisions of Section 7 below, Mr. Hans acknowledges that it is acquiring the District Property "AS IS" "WHERE IS" AND "WITH ALL FAULTS."

Section 8. Exchange of Information Regarding Properties. Within ten (10) days following the Effective Date of this Agreement, each Party shall deliver to the other, at no cost, such of the following as are in the possession of the Party related to its respective Property: surveys, contracts, appraisals, leases, title policies, waste disposal records, permit records, traffic studies, engineering tests and studies, and environmental reports (including without limitation documents relating to soils, ground water, underground tanks, subsurface conditions, correspondence from or with governmental authorities relating to environmental matters involving applicable environmental laws, asbestos, hazardous material, environmental conditions, and other information concerning the environmental condition on or about the Properties).

For purposes of this Section 8, "applicable environmental laws" includes the Comprehensive Environmental Response, Compensation, and Liability Act, any so called "Superfund" or "Super lien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or

decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. "Hazardous material" includes any hazardous, toxic or dangerous waste, substance or material as that term is defined in "applicable environmental laws".

Section 9. Encumbrances to Properties. Prior to the Closing and transfers of title to the Properties, the Parties will not directly or indirectly sell, lease, transfer or convey their Properties or any portion thereof; grant any rights, easements, covenants, mortgages, encumbrances or liens with respect to their Properties; or enter into any agreements which would materially and adversely affect their Properties or the title thereto without first obtaining the other Party's consent with respect thereto, which consent will not be unreasonably withheld.

Section 10. Service Contracts. Each contract, agreement or commitment which affects or relates to the District Property and its operation, including service contracts, supply contracts, management contracts and maintenance contracts (collectively, "Service Contracts") shall be terminated not later than the date of Closing except for such Service Contracts that a Party agrees to assume in writing.

Section 11. Removal of Personal Property. Prior to Closing, each Party reserves the right to remove from its Property, and thereby not include in the conveyance thereof, any and all moveable equipment and other personal property. If either Party fails to remove any such personal property prior to the Closing, those items remaining on its Property shall be included as part of the Property conveyed to the other Party, with that Party waiving any right to thereafter remove those items from its Property and the other Party agreeing to accept them.

Section 12. District's Responsibility for Utilities, Parcel Splits and Naming Rights. While preparing the Hans Property for access to its new pre-k elementary school, the District agrees to prepare the underground utilities including the stub-in leading to the property boundary for future tap-in access by Mr. Hans. (Mr. Hans shall be responsible for any additional connection fees issued by the City.) Further, the District shall assume the cost assessed by the City associated with any parcel split to Permanent Parcel 6409700 for the 2.6 acres for the access drive. Mr. Hans shall be responsible for any additional parcel split costs and fees associated with residential development. Following the City's approval of Mr. Hans' residential development project, and subject to approval by the District and the City, the Parties agree to meet to discuss the naming of the access road.

Section 13. Taxes. To the extent that there are any real estate taxes due and owing on the Properties, the taxes and assessments shall be prorated to the date of Closing, and amounts attributed to the time prior to Closing shall be paid by the Party who owns the Property. Such proration shall be based on the most recent available tax duplicate information.

Section 14. Assessments and Utilities. Installments of special assessments, if any, which are a lien against the Properties on the date of Closing shall be prorated as of such date on the basis of a 365-day year and the amounts shown on the then latest available County Fiscal Officer's tax duplicate. All utility costs accrued with respect to the Properties as of the date of Closing shall be paid by the party owning such property prior to Closing.

Section 15. Limited Warranty Deed. On or prior to the Closing, each Party shall deposit in escrow a good and sufficient limited warranty deed for its Property in a form reasonably acceptable to the other Party and Title Company (the “**Deed**”), conveying good and marketable fee simple title to each Property to each of the Parties, free and clear of all encumbrances whatsoever, except the following (collectively, the “**Permitted Exceptions**”):

- (a) zoning ordinances, building codes, and regulations;
- (b) real estate taxes and assessments, both general and special, which are a lien but are not yet due and payable as of the Closing Date, if any;
- (c) easements, covenants, conditions, reservations and restrictions of record, including, without limitation, those disclosed on the Title Commitment, unless removed of record prior to Closing; and
- (d) any matters which would be disclosed by an accurate survey of the Property if obtained by a Party.

Section 16. Closing. The closing for the exchange of the Properties (the “**Closing**”) shall be completed not later than one hundred eighty (180) calendar days following the Effective Date of this Agreement. The Parties may mutually agree to delay and extend the Closing in the event of construction delays that cause. Except with respect to costs for which a party is specifically responsible under this Agreement, the District shall be responsible for the Closing costs, costs of recording the deed, title policy and costs of the Title Company for its acquisition of the Hans Property, and Mr. Hans shall be responsible for the Closing costs, costs of recording the deeds, title policy and costs of the Title Company for his acquisition of the School District Property.

Section 17. Deliveries at Closing. At Closing, each Party shall deliver to the other the following documents and instruments: (a) a duly signed limited warranty Deed conveying its Property to the other; (b) written verification of its authority to enter into the Agreement and to close and consummate the transaction contemplated by this Agreement; (c) Seller’s Affidavit; and (d) such items and documents as may be necessary for the Title Company to complete the Closing.

Section 18. No Assignment. This Agreement shall not be assigned by either Party.

Section 19. Notices. Notices required or permitted hereunder shall be in writing and shall be deemed to have been given from the time of receipt by the addressee if delivered in person or sent by facsimile or courier or as of the third business day after deposit in the United States mail, postage prepaid for registered or certified mail. Notices shall be directed to the Parties at the following addresses:

To the District:

Twinsburg City School District
11136 Ravenna Road
Twinsburg,
OH 44087.
Attention: Kathi Powers, Superintendent

Minutes of REGULAR Meeting

April 2, 2025

To Mr. Chamkaur Hans:
1408 Melissa Ct.
Twinsburg, OH 44087
Attention: Chamkaur Hans

Section 20. Entire Agreement. All understandings and agreements made heretofore between the Parties are merged into this Agreement, including any exhibits hereto, which fully and completely expresses the agreement between the Parties and the same is entered into after full investigation, neither Party relying upon any statement, representation, agreement or understanding, oral or written, not set forth in this Agreement or an addendum hereto signed by the Parties.

Section 21. Benefit. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors, personal and legal representatives, and assigns.

Section 22. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

Section 23. Default. If either Party fails to proceed to Closing for any reason, except as is otherwise provided for herein, the other Party shall have the right to terminate this Agreement by notifying the Party of such termination and to pursue additional remedies at law or equity that may be available to it.

Section 24. Counterparts. This Agreement may be executed by both Parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties on the date hereinabove set forth have signed this Agreement.

**BOARD OF EDUCATION OF THE
TWINSBURG CITY SCHOOL DISTRICT**

CHAMKAUR HANS

By:

By:

Rhonda Crawford, President

Chamkaur Hans

By

Julia Rozsnyai, Treasurer

EXHIBIT J-15 - Board of Education Meeting April 2, 2025

OHIO RESIDENTIAL PURCHASE AGREEMENT

- I. THE PARTIES.** This Ohio Real Estate Purchase Agreement ("Agreement") made on April ____, 2025, ("Effective Date") between:

Buyer: **Board of Education of the Twinsburg City School District**, with a mailing address of 11136 Ravenna Rd., Twinsburg, OH 44087 ("Buyer"), who agrees to buy, and:

Seller: **Scott J. Depew and Donna M. Depew**, with a mailing address of 9689 Chamberlin Trail, Twinsburg, OH 44087 ("Seller"), who agrees to sell and convey the real property as described in Sections II.

Buyer and Seller are each referred to herein as a "Party" and, collectively, as the "Parties."

- II. LEGAL DESCRIPTION.** The real property is a: (check one)

- ☒ - Single-Family Home
- ☐ - Condominium
- ☐ - Planned Unit Development (PUD)
- ☐ - Duplex
- ☐ - Triplex
- ☐ - Fourplex
- ☐ - Other:

Street Address: 9689 Chamberlin Trail, Twinsburg, OH 44087

Tax Parcel Information: 6401801 (hereinafter "Property").

- III. PERSONAL PROPERTY.** In addition to the Property described in Section II, the Seller shall include the following personal property: N/A

Seller has a right to remove from Property any and all personal property and other fixtures including but not limited to the existing garage doors.

- IV. PURCHASE PRICE & TERMS.** The Buyer agrees to purchase the Property by payment of Five Hundred Fifteen Thousand Dollars (\$515,000.00).

- V. CONTINGENCY.** Buyer's performance under this Agreement is contingent upon the successful passage of the Buyer's 3.84 mill bond levy on May 6, 2025.

- VI. CLOSING COSTS.** The costs attributed to the Closing of the Property shall be the responsibility of **Buyer**. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

- VII. RELOCATION/LEGAL/REAL ESTATE AGENT FEES.** In addition to the Purchase Price in Section IV, the Buyer agrees to provide Seller with a relocation fee not to exceed Five Thousand Dollars (\$5,000.00). Buyer also agrees to reimburse Seller for

an amount not to exceed Five Hundred Dollars (\$500.00) for Seller's legal fees to review the Purchase Agreement and Seller's real estate agent fees of 1% of Three Hundred Fifty-Five Thousand Dollars (\$355,000.00) and a brokerage fee of Three Hundred Sixty-Nine Dollars (\$369.00). These reimbursements together with the purchase price in Section IV and the closing costs in Section VI constitute the entirety of the consideration for this transaction.

- VIII. FUNDS AT CLOSING.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the state of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.
- IX. CLOSING DATE.** This transaction shall close on or about November 3, 2025, or earlier at the office of Chicago Title ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. In the event Seller needs additional time to relocate from the Property, Buyer will agree to enter into a lease agreement for the Property with the Seller for a defined duration and at no cost as long as such lease does not interfere with Seller's use of the Property. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.
- X. SURVEY.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than thirty (30) business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within thirty (30) business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

- XI. MINERAL RIGHTS.** It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.
- XII. TITLE.** Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Buyer will obtain a Title Search Report.

Chicago Title Company is hereby designated as the "**Title Company**" and escrow agent in connection with this transaction. The parties shall register with and abide by the instructions of the Title Company.

Upon receipt of the Title Search Report, the Buyer shall have thirty (30) business days to notify the Seller, in writing, of any matters disclosed in the report which are

unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.

If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have thirty (30) business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

- XIII. PROPERTY CONDITION.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

- XIV. SELLER'S INDEMNIFICATION.** Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.
- XV. APPRAISAL.** Buyer's performance under this Agreement shall not be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.
- XVI. REQUIRED DOCUMENTS.** Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVII. TIME. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XVIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the state of Ohio ("Governing Law").

XIX. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXI. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, they accept the above offer and agree to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the Party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other Party or the other Party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXII. LICENSED REAL ESTATE AGENT(S). If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXIII. DISCLOSURES. It is acknowledged by the Parties that: (check one)
☒ - There are no attached addendums or disclosures to this Agreement.
☐ - The following addendums or disclosures are attached to this Agreement:
(check all that apply)
☐ - Lead-Based Paint Disclosure Form
☐ - Residential Property Disclosure Form
☐ - [TITLE OF ADDENDUM/DISCLOSURE]
☐ - [TITLE OF ADDENDUM/DISCLOSURE]

XXIV. ENTIRE AGREEMENT. This Agreement shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreement between the Parties with respect to the said Property. All prior negotiations and

agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party or by anyone acting on behalf of any Party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

XXV. EXECUTION.

Buyer Signature: _____ **Date:** _____

Print Name: _____

Buyer Signature: _____ **Date:** _____

Print Name: _____

Seller Signature: _____ **Date:** _____

Print Name: _____

Seller Signature: _____ **Date:** _____

Print Name: _____