Minutes of REGULAR Meeting March 21, 2018

The Twinsburg City School District Board of Education met in REGULAR session on the above date at the Twinsburg Government Center in Council Chambers, 10075 Ravenna Rd, Twinsburg, Ohio, at 7:00 p.m. The following Board Members were present: Mr. Cellura (President), Mr. Curtis, Mrs. Davis, Mrs. DeFabio, and Mr. Felber (Vice-President). Recordings of the Board of Education meeting are made as part of the official record and are kept at the Board Office. Video recordings and Board approved Minutes are available on the District's web site. Mr. Cellura, presiding, called the meeting to order.

Mr. Curtis moved and Mrs. Davis seconded that the Twinsburg Board of Education adopt resolutions 18-142 to 18-143.

18-142 **Minutes**

Mr. Curtis moved and Mrs. Davis seconded that the Twinsburg Board of Education approves the Minutes for the following meetings:

Regular Meeting: March 07, 2018

18-143 **Financial Report**

That the Twinsburg Board of Education accepts the following Financial Report for the month of January 2018: Bank Reconciliation, General Fund Financial Summary Report and Financial Report by Fund. See pages 123 - 130

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motion approved.

Mr. Felber moved and Mr. Curtis seconded that the Twinsburg Board of Education adopt resolutions 18-144 to 18-146.

18-144 **Employment**

That the Twinsburg Board of Education accepts 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 check.

CONTRACTS		**Certificated Staff Recommendations**			
Name	**Position**	**Bldg.**	**Rate**	**Effective**	**Notes**
Fosnight, Jennifer	Teacher	Dodge	$26.50/hr.	11/29/17 – 3/23/18	To provide Home Instruction for a Dodge student; not to exceed 75 hours; paid at the teacher stipend rate.

SUBSTITUTES		**Certificated Staff Recommendations**		
Name	**Classification**	**Effective**	**Per Diem Rate**	**Notes**
Kelleher, Ginny	Guidance K-12	3/05/18	$95.00	Not to exceed 31 days.

LEAVE OF ABSENCE	Certificated Staff Recommendations				
Name	**Position**	**Bldg.**	**Effective**	**Days**	**Notes**
Coleman-Taylor, Kelli	Teacher	Dodge	2/12/18 – 4/06/18	34 days	FMLA concurrent with sick leave
Greene, Brynn	Teacher	RBC	3/12/18 – 4/27/18	30 days	FMLA Concurrent with sick leave. Correction to FMLA approved on 12/13/17.
Yambor, Emily	Teacher	Dodge	8/20/18 – 9/08/18	14 days	FMLA concurrent with sick leave

18-145 **Employment**

That the Twinsburg Board of Education accepts the Supplemental Contract recommendations detailed in the attached Exhibit as per the dates, terms and other applicable conditions specified, pending satisfactory ORC background checks.

CONTRACTS	Classified Staff Recommendations				
Name	**Position**	**Bldg.**	**Rate/Step**	**Effective**	**Notes**
Mackey, Monica	Janitor	Bissell	$17.93/hr. Step 13	1/02/18 – 4/30/18	Temporary increase in hours temporarily replace Chuck Nash who is temporarily replacing Gary VanMeter

SUBSTITUTES	Classified Staff Recommendations		
Name	**Classification**	**Effective**	**Hourly Rate**
Hoyle, Lynda	Instructional Assistant	3/15/18	$8.75/hr.
Hoyle, Lynda	Lunchroom/ Playground Assistant	3/15/18	$8.30/hr.
Hoyle, Lynda	Library Media Assistant	3/15/18	$8.30/hr.

LEAVE OF ABSENCE	Classified Staff Recommendations				
Name	**Position**	**Bldg.**	**Effective**	**Days**	**Notes**
Kolacz, Mary	Lunchroom/ Playground Assistant	Dodge	3/20/18 – 3/22/18	3	Unpaid leave per the direction of the Superintendent

RESIGNATIONS	Classified Staff Recommendations			
Name	**Position**	**Bldg.**	**Effective**	**Notes**
Washington, Darius	JV Softball Coach	THS	3/13/18	Resignation of full contract previously approved on 3/07/18. 50% split contract with J. Wimsett.

18-146 **Employment**

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 check.

EXTRACURRICULAR					
Name	**Contract**	**Bldg.**	**Effective**	**% of Base**	**Notes**
Maurer, David	Baseball MS Coach	RBC	2017/2018	0.69%	
Washington, Darius	JV Softball Coach	THS	2017/2018	0.385%	Split 50% contract with J. Wimsett
Wimsett, Jesse	JV Softball Coach	THS	2017/2018	0.385%	Split 50% contract with D. Washington

Name	Contract	Bldg.	Effective	% of Base	Notes
Black, Maria	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Coleman-Taylor, Kelly	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Correia, Brandy	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Etcher, Abigail	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Fosnight, Jennifer	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Haas, Carla	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Jackson, Dalanda	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Jackson, Sarah	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Kautzman, Nancy	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Luette, Dawn	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Madden, Kim	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Pelka, Deb	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Pfenning, Lauren	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Polasky, Michael	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Rossman, Joan	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Schmauch, Lisa	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Spring, Patty	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Stauffer, Maureen	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Weirich, David	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Wheelock, Benjamin	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Widener, Rebecca	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	
Willis, Mark	6th Grade Camp Fitch	Dodge	5/10/18 – 5/11/18	0.004%/night	

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.

Mrs. Davis moved and Mr. Felber seconded that the Twinsburg Board of Education adopt resolutions 18-147 to 18-155.

18-147 **Donation**

That the Twinsburg Board of Education accepts a donation from the Cleveland Clinic, Office of Government & Community Relations, 25875 Science Park Drive AC121, Beachwood, Ohio 44122, totaling $50.00. Dan Lunde, Twinsburg High School teacher received the $50.00 gift card in recognition of student work submitted for the Cleveland Clinic eXpressions Program. The award will be used to purchase classroom supplies.

18-148 **Donation**

That the Twinsburg Board of Education accepts a donation from George G. Dodge PTA c/o Melanie Harwood, 10225 Ravenna Rd., Twinsburg, OH 44087, for an amount not to exceed $1,000.00 to provide transportation for 4th grade students to the Cleveland Museum of Natural History

18-149 **Job Descriptions**

That the Twinsburg Board of Education approves the following revised Job Descriptions as per the attached Exhibit:

School Counselor – Elementary
Home Instruction Tutor
School Psychologist
Speech Language Pathologist
Teacher

18-150 **Agreement - Tri-C**

That the Twinsburg Board of Education approves the College Credit Plus Agreement between Cuyahoga Community College and the Twinsburg City School District for the 2018-2019 School Year.

18-151 **Agreement – Ed Alternatives**

That the Twinsburg Board of Education approves a contract with *Education Alternatives* for one (1) student from February 27, 2018 through June 1, 2018 in the amount of $7,750.00. This is a General Fund expense

18-152 **Agreement - OU**

That the Twinsburg Board of Education approves an *Agreement* with Ohio University's College of Health Sciences and Professions to place university students in our District for the purpose of clinical exposure and practice.

18-153 **Agreement – Ashland University**

That the Twinsburg Board of Education approves an *Agreement* with Ashland University to place university students in our District for the purpose of field-based experiences related to teaching in the schools.

18-154 **Overnight Trip**

That the Twinsburg Board of Education approves a *Proposal for an Overnight/Extended Student Trip* for the 8th grade students at R.B. Chamberlin Middle School to travel to Washington D.C. leaving on May 8, 2018 and returning on May 10, 2018. The cost of this trip is being paid in full by the students.

18-155 **Agreement – Ice Rink**

That the Twinsburg Board of Education approves the Ice Rink Facility Use Agreement with the City of Garfield Heights, Ohio, A Municipal Corporation, c/o Dan Kostel Recreation Center, 5411 Turney Road in Garfield Heights, Ohio for the use of the ice rink and facility for the Twinsburg High School Hockey Team from September 1, 2018 through March 1, 2019. See pages 131-135

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.

18-156 **School Safety Resolution**

Mr. Felber moved and Mr. Curtis seconded that the Twinsburg Board of Education approves the following Resolution:

WHEREAS, school violence has become an epidemic in the United States of America; and

WHEREAS, the children and school employees of our nation deserve to attend school without fear of death or injury, and their families deserve to send them to school without the same fear; and

WHEREAS, there is a mutual responsibility of all citizens to address this problem and the responsibility for preventing violent incidents cannot be relegated to school districts alone; and

WHEREAS, multiple studies have shown that the majority of Americans support actions to eliminate violence in our schools; and

WHEREAS, school board members, administrators, employees, and community members should work together with lawmakers, legal counsel, law enforcement and security experts to determine how best to ensure student safety in their district;

THEREFORE, BE IT RESOLVED that the Twinsburg Board of Education implores the President of the United States, the Governor of the State of Ohio, the United States Congress, and the Ohio General Assembly to prioritize the protection of students and school employees by enacting legislation with funding for the following:

1. Enhanced mental health services and substance abuse treatment so that all individuals including children have sufficient access to these services;
2. Increased access to school safety measures, including, but not limited to, School Resource Officers (SROs), school safety infrastructure, and other security measures designed to protect students and staff from an active shooter on school grounds;
3. Training for school employees and enhanced coordination with law enforcement agencies and first responders to ensure appropriate responses to incidents of violence in schools; and
4. Preserving the balance between the right to own firearms and the protection of students and school employees from any act of violence.

BE IT FURTHER RESOLVED that the treasurer be directed to spread this resolution upon the minutes of the board of education and that copies of the resolution be forwarded to the President of the United States, the Governor of the State of Ohio, the United States Congress, and the Ohio General Assembly.

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motion approved.

18-157 **EXECUTIVE SESSION (1)**

Mr. Cellura moved and Mr. Curtis seconded that the Twinsburg Board of Education meet in Executive Session at 8:27 p.m. to discuss employment and compensation of public employees, and the discipline of a student as per Board of Education Policy #0166 (A).

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio, and Mr. Felber.
The Board President declared the motion approved.

The Board reconvened from Executive Session at approximately 9:47 p.m.
The following members were present:
Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio, and Mr. Felber.

Mrs. Davis exited the meeting at 9:47 p.m. between Executive Sessions

18-158 **EXECUTIVE SESSION (2)**

Mr. Cellura moved and Mr. Felber seconded that the Twinsburg Board of Education meet in Executive Session at 9:48 p.m. to review negotiations with public employees concerning their compensation or other terms of their employment per Board of Education Policy #0166 (E).

Ayes: Mr. Cellura, Mr. Curtis, Mrs. DeFabio, and Mr. Felber.
The Board President declared the motion approved.

The Board reconvened from Executive Session at approximately 10:56 p.m.
The following members were present:
Mr. Cellura, Mr. Curtis, Mrs. DeFabio, and Mr. Felber.

18-159 **Adjournment**

Mr. Cellura moved and Mr. Curtis seconded that the Twinsburg Board of Education adjourn at 10:58 p.m.

Ayes: Mr. Cellura, Mr. Curtis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.

President of the Board

Treasurer

TWINSBURG CITY
SCHOOL DISTRICT
FY 2017-2018

FINANCIAL REPORT
FOR
JANUARY 2018

FOR PRESENTATION
AT THE
MARCH 21, 2018
REGULAR BOARD MEETING

INDEX

Bank Reconciliation
General Fund Financial Report Summary
Financial Report by Fund
General Fund Expenditures and Receipts

TRADITION OF EXCELLENCE

Prepared by
Martin Aho
Treasurer

TWINSBURG CITY SCHOOLS
BANK RECONCILIATION
JANUARY 2018

CHECKING ACCOUNTS		
HUNTINGTON BANK HYBRID ACCOUNT	16,735,645.79	
HUNTINGTON BANK SERVICE ACCOUNT	51,460.33	
HUNTINGTON BANK ATHLETIC ACCOUNT	5,481.98	
TOTAL CHECKING ACCOUNTS		**16,792,588.10**
INVESTMENTS		
STAR OHIO @ 1.4%	10,436,099.93	
Meeder - US Bank	6,000,000.00	
TOTAL INVESTMENTS		**16,436,099.93**
LESS OUTSTANDING		
BUDGETARY CHECKS	(274,869.41)	
PAYROLL CHECKS	(1,042.59)	
TOTAL OUTSTANDING		**(275,912.00)**
ADJUSTMENTS		
DEPOSITS IN-TRANSIT -		
WIRE IN-TRANSIT COG	(688,804.39)	
RECONCILING ITEMS	816.33	
RECONCILING ITEMS	1,717.00	
TOTAL ADJUSTMENTS		**(686,271.06)**
TOTAL BANK BALANCE		**32,266,504.97**
Book Balance per Financial Report by Fund		**32,261,022.99**
Book Balance Athletic Account		**5,481.98**
TOTAL BOOK BALANCE		**32,266,504.97**

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Date: 02/13/18
Page: 00001

Fund Financial Summary Report

Receipts/Expenses Totals by Receipt/Object Code
Subtotaled by Fund Group

TWINSBURG CITY SCHOOLS
11136 RAVENNA ROAD
TWINSBURG OH 44087-1022

For Fund - 001 General

Category Description	Amount Budgeted	Month To Date	Fiscal To Date	Current Encumbrances	Available Balance
July 1 Cash Balance			30,836,819.55		
Revenues					
Local Sources	32,114,501.50	-39,867.36	14,545,344.41	0.00	17,569,157.09
Intermediate Sources	287,000.00	0.00	0.00	0.00	287,000.00
State Sources	12,806,344.00	703,532.64	7,460,760.67	0.00	5,345,583.33
Federal Sources	90,000.00	0.00	123,917.00	0.00	-33,917.00
Other Sources	114,400.00	90,031.92	96,531.92	0.00	17,868.08
TOTAL REVENUES	45,412,245.50	753,697.20	22,226,554.00	0.00	23,185,691.50
Expenses					
100 Salaries	28,075,000.00	2,243,114.03	16,048,615.03	0.00	12,026,384.97
200 Benefits	11,129,184.37	1,002,432.50	6,504,317.18	57,996.27	4,566,870.92
400 Purchased Services	6,138,676.03	469,175.10	2,937,545.12	1,251,199.73	1,949,931.18
500 Supplies	1,300,941.95	66,661.49	584,461.53	317,725.82	398,754.60
600 Capital Outlay	190,934.13	0.00	170,008.03	855.24	20,070.86
700 Capital Replacement	0.00	0.00	0.00	0.00	0.00
800 Other Expenses	1,387,294.01	22,178.95	572,991.19	39,966.69	774,336.13
TOTAL EXPENSES	48,222,030.49	3,803,562.07	26,817,938.08	1,667,743.75	19,736,348.66
Available Cash Balance			26,245,435.47		

TWINSBURG CITY SCHOOLS
FINANCIAL REPORT BY FUND
JANUARY 2018

FUND	DESCRIPTION	MONTH Begin Balance	MONTH RECEIPTS	MONTH EXPENDITURES	ENDING BALANCE
001	GENERAL	29,295,300.34	753,697.20	3,803,562.07	26,245,435.47
002	BOND RETIREMENT	713,050.29	-	-	713,050.29
003	PERMANENT IMPROVEMENT	4,000,153.21	12,500.00	67,091.85	3,945,561.36
004	BUILDING IMPROVEMENTS	93,296.83	-	-	93,296.83
005	BUS REPLACEMENT	101,577.59	-	-	101,577.59
006	FOOD SERVICE	(3,065.56)	102,088.77	96,677.71	2,345.50
007	SPECIAL TRUST	481.09	-	-	481.09
008	ENDOWMENT	11,873.57	-	-	11,873.57
009	UNIFORM SCHOOL SUPPLIES	11,041.93	21.00	471.15	10,591.78
012	ADULT EDUCATION	89,696.01	-	-	89,696.01
014	ROTARY-INTERNAL SERVICES	162,631.94	28,919.55	3,136.05	188,415.44
018	PUBLIC SCHOOL SUPPORT	297,076.65	12,487.60	10,885.07	298,679.18
019	OTHER GRANT	29,763.15	7,071.19	147.83	36,686.51
022	DISTRICT AGENCY	27,285.28	-	1,286.83	25,998.45
024	EMPLOYEE BENEFITS SELF INS.	340,318.38	-	-	340,318.38
200	STUDENT MANAGED ACTIVITY	232,542.36	1,711.78	5,204.86	229,049.28
300	DISTRICT MANAGED ACTIVITY	76,882.87	14,124.75	20,769.67	70,237.95
432	EMIS	-	-	-	-
451	DATA COMMUNICATION	13,500.00	-	-	13,500.00
463	ALTERNATIVE SCHOOLS	-	-	-	-
499	MISC. STATE GRANT FUND	15,721.87	-	-	15,721.87
516	TITLE VI-B SP ED - IDEA PART B	(52,966.11)	-	52,966.11	(105,932.22)
533	TITLE II-D TECHNOLOGY	0.10	-	-	0.10
551	LIMITED ENGLISH PROFICIENCY	(120.00)	-	-	(120.00)
572	TITLE I	(26,435.28)	-	26,885.28	(53,320.56)
587	EHA PRESCH. GRANTS/HANDICAPPED	(2,482.19)	-	2,482.19	(4,964.38)
590	IMPROVING TEACHER QUALITY	(6,975.24)	-	181.26	(7,156.50)
	TOTAL	35,420,149.08	932,621.84	4,091,747.93	32,261,022.99

TWINSBURG CITY SCHOOL DISTRICT
GENERAL FUND EXPENDITURES AND RECEIPTS
JANUARY 2018

FY 2017-2018		July	August	September	October	November	December	January	February	March	April	May	June	
100	SALARIES	2,207,596	2,218,269	2,310,987	2,250,426	2,339,035	2,479,188	2,243,114	-	-	-	-	-	**16,048,615**
200	EMPLOYEE BENEFITS	436,197	977,408	988,269	982,691	987,097	1,130,223	1,002,433	-	-	-	-	-	**6,504,317**
400	PURCHASED SERVICES	210,688	639,056	404,695	474,868	382,619	356,443	469,175	-	-	-	-	-	**2,937,545**
500	SUPPLIES / MATERIALS	19,463	211,497	104,311	58,975	75,222	48,332	66,661	-	-	-	-	-	**584,462**
600	CAPITAL OUTLAY	-	4,245	6,374	12	975	158,402	-	-	-	-	-	-	**170,008**
800	MISCELLANEOUS	8,469	78,330	170,167	3,676	220,162	70,009	22,179	-	-	-	-	-	**572,991**
900	OTHER USES	-	-	-	-	-	-	-	-	-	-	-	-	**-**
	EXPENDITURES	2,882,413	4,128,805	3,984,803	3,770,648	4,005,111	4,242,597	3,803,562	-	-	-	-	-	**26,817,938.08**
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FY 2017-2018		July	August	September	October	November	December	January	February	March	April	May	June	
01.010	REAL ESTATE	7,488,226	3,904,675	2,130,206	-	143	-	-	-	-	-	-	-	**13,523,249**
01.020	TANGIBLE	-	-	-	-	-	-	-	-	-	-	-	-	**-**
01.035	STATE FOUNDATION	451,948	572,728	449,810	762,961	490,586	505,626	585,441	-	-	-	-	-	**3,819,100**
01.040	DPIA & VoEd	1,020	1,006	993	1,253	888	893	877	-	-	-	-	-	**6,930**
01.050	HS & ROLL BACK	-	-	-	-	1,469,936	-	-	-	-	-	-	-	**1,469,936**
	TPP DIRECT PAYMENTS	-	-	-	-	2,047,580	-	117,214	-	-	-	-	-	**2,164,795**
01.060	PYMT IN LIEU OF TAXES	-	-	-	-	-	-	-	-	-	-	-	-	**-**
01.060	ALL OTHER	349,765	377,735	159,488	76,964	152,678	69,249	(39,867)	-	-	-	-	-	**1,146,012**
02.050	OTHER SOURCES	-	-	-	-	-	6,500	-	-	-	-	-	-	**6,500**
02.060	REFUND - WORK COMP	-	-	-	-	-	-	90,032	-	-	-	-	-	**90,032**
	RECEIPTS	8,290,959	4,856,144	2,740,497	841,178	4,161,810	582,268	753,697	0	0	0	0	0	**22,226,554.00**

NOTE: HIGHLIGHTED FIGURES ARE PRIOR YEAR AND ARE INSERTED FOR MANAGEMENT PURPOSES

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PRIOR FISCAL YEAR 2016-2017	July	August	September	October	November	December	January	February	March	April	May	June	
FY 17 EXPENDITURES	3,027,514	3,557,508	4,108,598	3,562,458	3,982,217	3,402,467	3,603,498	3,627,918	3,576,379	3,968,064	3,689,606	3,404,762	43,510,990
FY 17 RECEIPTS	8,732,327	4,374,463	2,687,017	2,178,806	2,893,470	476,109	590,997	8,729,183	4,259,344	3,484,876	4,278,328	478,057	43,162,978

PRIOR FISCAL YEAR 2015-2016	July	August	September	October	November	December	January	February	March	April	May	June	
FY 16 EXPENDITURES	2,736,149	3,916,702	3,747,808	3,397,486	3,760,400	3,874,110	3,407,287	3,403,535	3,536,889	3,781,533	3,800,771	3,334,026	42,696,695
FY 16 RECEIPTS	8,442,794	3,914,818	2,909,694	624,308	4,692,076	485,444	538,898	9,232,166	3,191,489	3,666,542	4,764,219	423,990	42,886,438

PRIOR FISCAL YEAR 2014-2015	July	August	September	October	November	December	January	February	March	April	May	June	
FY 15 EXPENDITURES	2,706,630	3,888,310	3,702,116	3,186,096	3,586,982	3,562,589	3,210,195	3,444,208	3,159,544	3,905,053	3,597,192	2,934,799	40,883,713
FY 15 RECEIPTS	4,201,308	9,004,974	2,109,455	1,896,118	3,989,992	412,662	522,357	9,062,273	3,140,477	3,234,112	4,295,108	1,917,219	43,786,056

Func / Account Description		FYTD Appropriation	MTD Expended	FYTD Expended	Current Encumbered	Unencumbered Balance	FYTD %Exp
001/ 100'S							
1100	REGULAR INSTRUCTION - SALARIES/WAGES	15,531,909.00	1,271,743.72	8,976,547.71	0.00	6,555,361.29	57.8%
1200	SPECIAL INSTRUCTION - SALARIES/WAGES	3,266,254.00	275,976.67	1,899,121.65	0.00	1,367,132.35	58.1%
1300	VOCATIONAL INSTRUCT - HOME EC SALARY	51,000.00	4,142.50	21,332.05	0.00	29,667.95	41.8%
1900	OTHER INSTRUCTION - PERSONAL SERV-SAL	294,167.00	23,142.82	159,652.48	0.00	134,514.52	54.3%
2100	SUPPORT SERV - SALARY/WAGES	1,579,676.00	125,032.37	872,249.29	0.00	707,426.71	55.2%
2200	SUPPORT SERV - INSTRUCTIONAL STAFF-SA	310,799.00	24,861.04	166,444.71	0.00	144,354.29	53.6%
2300	SUPPORT SERV - BOARD OF ED - SAL/WAGE	56,855.00	4,060.62	30,347.86	0.00	26,507.14	53.4%
2400	SUPPORT SERV - ADMINISTRATIVE SERVICE	2,178,537.00	174,310.06	1,260,480.94	0.00	918,056.06	57.9%
2500	FISCAL SERVICES - SALARIES/WAGES	353,115.00	27,966.52	199,231.60	0.00	153,883.40	56.4%
2600	SUPPORT SERV - BUSINESS MGR OFFICE	217,329.00	14,457.82	100,423.99	0.00	116,905.01	46.2%
2700	OPERATION & MAINT - SALARIES/WAGES	1,526,894.00	120,183.24	840,405.78	0.00	686,488.22	55.0%
2800	SUPPORT SERV PUPIL TRANSPORTATION - S	1,675,736.00	138,921.65	947,899.07	0.00	727,836.93	56.6%
2900	SUPPORT SERV MGMT INFO REGULAR SAL/WA	266,097.00	21,319.32	146,120.98	0.00	119,976.02	54.9%
4100	GENERAL - ACADEMIC SUPPLEMENTALS	155,178.00	0.00	73,408.04	0.00	81,769.96	47.3%
4500	GENERAL - ATHLETIC SUPPLEMENTAL - SAL	611,454.00	16,995.68	354,948.88	0.00	256,505.12	58.0%
	Fund 001 Obj 100 Totals	28,075,000.00	2,243,114.03	16,048,615.03	0.00	12,026,384.97	
001/ 200'S							
1100	GENERAL - CERTIFICATED EMP. - BENEFI	5,998,008.62	535,710.03	3,546,898.53	22,646.51	2,428,463.58	59.1%
1200	SPECIAL INSTRUCTION - EMPLOYEES BENEF	1,384,261.00	137,212.35	830,090.71	0.00	554,170.29	60.0%
1300	VOCATIONAL INSTRUCT - EMPLOYEES BENEF	23,729.00	2,421.37	11,956.89	0.00	11,772.11	50.4%
1900	OTHER INSTRUCTION EMPLOYEES BENEFITS	102,682.00	9,626.33	57,348.18	0.00	45,333.82	55.9%
2100	GENERAL SUPPORT FOR PUPILS-BENEFITS	562,423.00	50,976.18	324,322.06	4,204.00	233,896.94	57.7%
2200	SUPPORT SERV - INSTRUCT STAFF EMPLOYE	165,059.00	15,689.16	94,471.01	0.00	70,587.99	57.2%
2300	SUPPORT SERV - BOARD OF ED - BENEFITS	31,895.59	716.62	5,172.18	6,137.60	20,585.81	16.2%
2400	GENERAL SCHOOL ADM. - BENEFITS	1,057,022.36	93,072.58	607,505.71	14,165.36	435,351.29	57.5%
2500	FISCAL SERVICES - BENEFITS	132,794.00	12,464.65	76,538.03	5,842.00	50,413.97	57.6%
2600	SUPPORT SERV - BUSINESS MGR BENEFITS	62,912.24	4,930.05	33,511.30	1,093.24	28,307.70	53.3%
2700	OPERATION & MAINT - EMPLOYEES BENEFIT	637,270.56	55,731.65	341,140.66	1,328.56	294,801.34	53.5%
2800	GENERAL PUPIL TRANSPORTATION EMPLOYEE	711,076.00	66,258.90	420,978.48	1,381.00	288,716.52	59.2%
2900	SUPPORT SERV MGMT INFO EMPLOYEES BENE	96,934.00	9,529.54	60,494.18	1,198.00	35,241.82	62.4%
4100	GENERAL - ACADEMIC SUPPLEMENTALS BENE	18,806.00	0.00	9,730.67	0.00	9,075.33	51.7%
4500	GENERAL - ATHLETIC SUPPLEMENTAL BENEF	144,311.00	8,093.09	84,158.59	0.00	60,152.41	58.3%
	Fund 001 Obj 200 Totals	11,129,184.37	1,002,432.50	6,504,317.18	57,996.27	4,566,870.92	
001/ 400'S							
1100	GENERAL - REGULAR INST. - CONT. SERVI	871,538.39	66,627.10	335,989.45	60,800.50	474,748.44	38.6%
1200	SPECIAL INSTRUCTION - CONTRACTED SERV	897,422.76	55,069.75	416,586.22	182,890.40	297,946.14	46.4%
2100	GENERAL SUPPORT FOR PUPILS-CONTRACTED	794,582.99	93,141.08	405,199.21	366,738.31	22,645.47	51.0%
2200	SUPPORT SERV - CONTRACTED SERVICES	241,357.15	15,630.03	147,284.70	77,175.01	16,897.44	61.0%
2300	SUPPORT SERV - BOARD OF ED CONTRACTED	433,569.73	30,906.56	210,102.36	113,701.36	109,766.01	48.5%
2400	GENERAL SCHOOL ADM. - CONTRACTED SERV	150,712.56	7,727.24	54,851.13	57,239.13	38,622.30	36.4%
2500	FISCAL SERVICES - CONTRACTED SERVICES	74,973.68	807.52	27,553.17	14,954.38	32,466.13	36.8%
2600	SUPPORT SERV - BUSINESS MGR CONTRACT	5,242.85	162.33	1,161.50	1,810.41	2,270.94	22.2%
2700	OPERATION & MAINT - UTILITIES - SERVI	1,892,523.25	152,069.21	874,028.67	236,266.63	782,227.95	46.2%
2800	GENERAL PUPIL TRANSPORTATION CONT. SE	160,516.61	9,032.25	90,110.83	38,074.06	32,331.72	56.1%
2900	SUPPORT SERV MGMT INFO SERVICES - DIS	592,232.06	36,835.44	352,217.98	100,449.44	139,564.64	59.5%
4500	ATHLETICS - SERVICES	24,004.00	1,166.59	22,459.90	1,100.10	444.00	93.6%
	Fund 001 Obj 400 Totals	6,138,676.03	469,175.10	2,937,545.12	1,251,199.73	1,949,931.18	
001/ 500'S							
1100	GENERAL - REGULAR INST.- SUPP./MATERI	305,070.07	7,445.89	102,191.18	32,989.16	169,889.73	33.5%
1200	SPECIAL INSTRUCTION - SUPPLIES/MATERI	1,395.00	0.00	116.98	0.00	1,278.02	8.4%
2100	GENERAL SUPPORT FOR PUPILS-SUPPLIES	19,860.00	2,003.69	16,907.43	677.09	2,275.48	85.1%
2200	SUPPORT SERV - SUPPLIES/MATERIALS	18,962.16	254.65	6,819.74	-2,077.99	14,220.41	36.0%
2300	SUPPORT SERV - BOARD OF ED SUPPLIES/M	16,433.95	143.99	5,249.67	813.01	10,371.27	31.9%
2400	GENERAL SCHOOL ADM. - SUPPLIES / MATE	97,299.62	3,869.39	25,438.43	10,284.39	61,576.80	26.1%
2500	FISCAL SERVICES - SUPPLIES / MATERIAL	20,200.00	0.00	533.73	1,701.02	17,965.25	2.6%
2600	SUPPORT SERV - BUSINESS MGR DISTRICT	60,378.37	6,122.87	28,708.09	16,990.34	14,679.94	47.5%
2700	OPERATION & MAINT - SUPPLIES & MATERI	264,827.13	16,817.25	123,524.69	102,233.30	39,069.14	46.6%
2800	GENERAL PUPIL TRANSPORTATION SUPP./MA	373,370.91	26,968.92	167,891.57	140,514.81	64,964.53	45.0%
2900	SUPPORT SERV MGMT INFO TECH COORD - S	106,923.74	3,002.33	91,690.83	12,793.93	2,438.98	85.8%
4100	GENERAL - ACADEMIC SUPPLEMENTALS - SU	16,221.00	32.51	15,389.19	806.76	25.05	94.9%
	Fund 001 Obj 500 Totals	1,300,941.95	66,661.49	584,461.53	317,725.82	398,754.60	
001/ 600'S							
1100	GENERAL - REGULAR INST. - NEW EQUIPME	167,219.13	0.00	163,718.03	855.24	2,645.86	97.9%
2500	FISCAL SERVICES - NEW EQUIP./FURNI	20,000.00	0.00	6,290.00	0.00	13,710.00	31.5%
2800	GENERAL PUPIL TRANSPORTATION NEW EQUI	3,715.00	0.00	0.00	0.00	3,715.00	0.0%
	Fund 001 Obj 600 Totals	190,934.13	0.00	170,008.03	855.24	20,070.86	
001/ 800'S							
1100	GENERAL - MISCELLANEOUS EXPENSES-FEES	44,244.75	2,198.50	17,454.03	400.01	26,390.71	39.4%
2200	SUPPORT SERV - CURRICULUM DIST. ACCTS	1,000.00	95.00	429.00	0.00	571.00	42.9%
2300	SUPPORT SERV - BOARD OF ED MISCELLANE	105,650.00	8,962.00	76,056.03	15,185.00	14,408.97	72.0%
2400	GENERAL SCHOOL ADM. - MISCELLANEOUS FEE	4,712.00	415.00	3,700.83	87.00	924.17	78.5%
2500	FISCAL SERVICES - COUNTY & MISC FEES	869,279.18	10,290.56	191,673.01	22,062.68	655,543.49	22.0%
4500	GENERAL SPORT ORIENTED ACTIVITY MISCE	10,775.00	217.89	8,531.49	2,232.00	11.51	79.2%
6100	GENERAL REPAYMENT OF DEBT PRINCIPAL	220,493.00	0.00	220,493.00	0.00	0.00	100.0%
6100	GENERAL REPAYMENT OF DEBT INTEREST	111,140.08	0.00	54,653.80	0.00	56,486.28	49.2%
	Fund 001 Obj 800 Totals	1,367,294.01	22,178.95	572,991.19	39,966.69	754,336.13	
001/ 900'S							
7200	GENERAL - TRAN/ADV AND OTHER USES OF	20,000.00	0.00	0.00	0.00	20,000.00	0.0%
	Fund 001 Obj 900 Totals	20,000.00	0.00	0.00	0.00	20,000.00	
	**** Fund 001 Totals**	**48,222,030.49**	**3,803,562.07**	**26,817,938.08**	**1,667,743.75**	**19,736,348.66**	**55.6%**

TWINSBURG CITY SCHOOLS
Executive Appropriation Report (EXECU_RPT)

JANUARY 2018

	Appropriated Amount	Fiscal YTD Expended	Outstanding Encumbrances	Available Balance	Percent Expended
1100 REGULAR INSTRUCTION - SALARIES/WAGES					
100	15,531,909.00	8,976,547.71	0.00	6,555,361.29	57.79
200	5,998,008.62	3,546,898.53	22,646.51	2,428,463.58	59.13
400	833,538.39	298,042.95	60,800.50	474,694.94	35.76
500	136,984.73	62,375.86	31,288.68	43,320.19	45.53
600	167,219.13	163,718.03	855.24	2,645.86	97.91
800	44,244.75	17,454.03	400.01	26,390.71	39.45
Function Total	22,711,904.62	13,065,037.11	115,990.94	9,530,876.57	
1200 SPECIAL INSTRUCTION - SALARIES/WAGES					
100	3,266,254.00	1,899,121.65	0.00	1,367,132.35	58.14
200	1,384,261.00	830,090.71	0.00	554,170.29	59.97
400	897,422.76	416,586.22	182,890.40	297,946.14	46.42
500	1,395.00	116.98	0.00	1,278.02	8.39
Function Total	5,549,332.76	3,145,915.56	182,890.40	2,220,526.80	
1300 VOCATIONAL INSTRUCT - HOME EC SALARY CERT					
100	51,000.00	21,332.05	0.00	29,667.95	41.83
200	23,729.00	11,956.89	0.00	11,772.11	50.39
Function Total	74,729.00	33,288.94	0.00	41,440.06	
1900 OTHER INSTRUCTION - PERSONAL SERV-SALARY					
100	294,167.00	159,652.48	0.00	134,514.52	54.27
200	102,682.00	57,348.18	0.00	45,333.82	55.85
Function Total	396,849.00	217,000.66	0.00	179,848.34	
2100 SUPPORT SERV - SALARIES/WAGES					
100	1,579,676.00	872,249.29	0.00	707,426.71	55.22
200	562,423.00	324,322.06	4,204.00	233,896.94	57.67
400	789,382.99	400,434.21	366,738.31	22,210.47	50.73
500	19,860.00	16,907.43	677.09	2,275.48	85.13
Function Total	2,951,341.99	1,613,912.99	371,619.40	965,809.60	
2200 SUPPORT SERV - INSTRUCTIONAL STAFF-SAL/WAGES					
100	310,799.00	166,444.71	0.00	144,354.29	53.55
200	165,059.00	94,471.01	0.00	70,587.99	57.23
400	241,357.15	147,284.70	77,175.01	16,897.44	61.02
500	18,962.16	6,819.74	-2,077.99	14,220.41	35.96
800	1,000.00	429.00	0.00	571.00	42.90
Function Total	737,177.31	415,449.16	75,097.02	246,631.13	
2300 SUPPORT SERV - BOARD OF ED - SAL/WAGES					
100	56,855.00	30,347.86	0.00	26,507.14	53.38
200	31,895.59	5,172.18	6,137.60	20,585.81	16.22
400	433,569.73	210,102.36	113,701.36	109,766.01	48.46
500	16,433.95	5,249.67	813.01	10,371.27	31.94
800	105,650.00	76,056.03	15,185.00	14,408.97	71.99
Function Total	644,404.27	326,928.10	135,836.97	181,639.20	
2400 SUPPORT SERV - ADMINISTRATIVE SERVICES					
100	2,178,537.00	1,260,480.94	0.00	918,056.06	57.86
200	1,057,022.36	607,505.71	14,165.36	435,351.29	57.47
400	82,776.31	37,429.88	18,615.38	26,731.05	45.22
500	47,299.62	25,438.43	10,284.39	11,576.80	53.78
800	4,712.00	3,700.83	87.00	924.17	78.54
Function Total	3,370,347.29	1,934,555.79	43,152.13	1,392,639.37	

2500 FISCAL SERVICES - SALARIES/WAGES						
	100	353,115.00	199,231.60	0.00	153,883.40	56.42
	200	132,794.00	76,538.03	5,842.00	50,413.97	57.64
	400	74,973.68	27,553.17	14,954.38	32,466.13	36.75
	500	20,200.00	533.73	1,701.02	17,965.25	2.64
	600	20,000.00	6,290.00	0.00	13,710.00	31.45
	800	869,279.18	191,673.01	22,062.68	655,543.49	22.05
Function Total		1,470,361.86	501,819.54	44,560.08	923,982.24	
2600 SUPPORT SERV - BUSINESS MGR OFFICE						
	100	217,329.00	100,423.99	0.00	116,905.01	46.21
	200	62,912.24	33,511.30	1,093.24	28,307.70	53.27
	400	5,242.85	1,161.50	1,810.41	2,270.94	22.15
	500	60,378.37	28,708.09	16,990.34	14,679.94	47.55
Function Total		345,862.46	163,804.88	19,893.99	162,163.59	
2700 OPERATION & MAINT - SALARIES/WAGES						
	100	1,526,894.00	840,405.78	0.00	686,488.22	55.04
	200	637,270.56	341,140.66	1,328.56	294,801.34	53.53
	400	1,892,523.25	874,028.67	236,266.63	782,227.95	46.18
	500	264,827.13	123,524.69	102,233.30	39,069.14	46.64
Function Total		4,321,514.94	2,179,099.80	339,828.49	1,802,586.65	
2800 SUPPORT SERV PUPIL TRANSPORTATION - SAL/WAGES						
	100	1,675,736.00	947,899.07	0.00	727,836.93	56.57
	200	711,076.00	420,978.48	1,381.00	288,716.52	59.20
	400	160,516.61	90,110.83	38,074.06	32,331.72	56.14
	500	373,370.91	167,891.57	140,514.81	64,964.53	44.97
	600	3,715.00	0.00	0.00	3,715.00	0.00
Function Total		2,924,414.52	1,626,879.95	179,969.87	1,117,564.70	
2900 SUPPORT SERV MGMT INFO REGULAR SAL/WAGES						
	100	266,097.00	146,120.98	0.00	119,976.02	54.91
	200	96,934.00	60,494.18	1,198.00	35,241.82	62.41
	400	592,232.06	352,217.98	100,449.44	139,564.64	59.47
	500	106,923.74	91,690.83	12,793.93	2,438.98	85.75
Function Total		1,062,186.80	650,523.97	114,441.37	297,221.46	
4100 GENERAL - ACADEMIC SUPPLEMENTALS						
	100	155,178.00	73,408.04	0.00	81,769.96	47.31
	200	18,806.00	9,730.67	0.00	9,075.33	51.74
Function Total		173,984.00	83,138.71	0.00	90,845.29	
4500 GENERAL - ATHLETICS - SUPPLEMENTAL - SAL./WAGES						
	100	611,454.00	354,948.88	0.00	256,505.12	0.00
	200	144,311.00	84,158.59	0.00	60,152.41	0.00
	400	24,004.00	22,459.90	1,100.10	444.00	58.05
	500	16,221.00	15,389.19	806.76	25.05	58.32
	800	10,775.00	8,531.49	2,232.00	11.51	93.57
Function Total		806,765.00	485,488.05	4,138.86	317,138.09	
6100 GENERAL REPAYMENT OF DEBT PRINCIPAL						
	810	220,493.00	220,493.00	0.00	0.00	0.00
	820	111,140.08	54,653.80	0.00	56,486.28	0.00
Function Total		331,633.08	275,146.80	0.00	56,486.28	
7200 GENERAL - TRANSFERS AND OTHER USES OF FUNDS						
	900	0.00	0.00	0.00	0.00	0.00
Function Total		0.00	0.00	0.00	0.00	
7400 GENERAL - INITIAL ADVANCE OUT						
	900	20,000.00	0.00	0.00	20,000.00	0.00
Function Total		20,000.00	0.00	0.00	20,000.00	
Grand Total						
Fund	001	47,892,808.90	26,717,990.01	1,627,419.52	19,547,399.37	55.79

ICE RINK FACILITY USE AGREEMENT

This Ice Rink Facility Use Agreement (the "Agreement") is made and entered into this _____ day of _____, 2018, by and between the City of Garfield Heights, Ohio, a municipal corporation (the "CITY"), and the Twinsburg City School District Board of Education (the "BOARD"), which sponsors and operates an extracurricular, interscholastic high school ice hockey team ("Twinsburg H.S. Ice Hockey Team") (collectively the CITY and the BOARD are referred to as the "Parties," and individually as a "Party").

WHEREAS,

A. The BOARD desires to utilize the CITY's Ice Rink facility, which is located at the Dan Kosel Recreation Center (5411 Turney Road, Garfield Heights, Ohio 44125) ("Ice Rick Facility"), to conduct team training and inter-school competitions/games for the Twinsburg H.S. Ice Hockey Team for the 2018 – 2019 Ohio High School Athletic Association competition season ("Principal Use/Activity"); and

B. The Parties desire to set forth the responsibilities of each with respect to the use of the Ice Rink Facility pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Statement of Agreement

1. Term.

The Term of this Agreement shall be from September 1, 2018, through March 1, 2019 (the "Term"), unless sooner terminated in accordance with this Agreement, or extended pursuant to Paragraph 3.a. below.

2. Use.

a. The BOARD shall be entitled to use the Ice Rink Facility for the Principal Use/Activity of conducting team practices and inter-scholastic competitions/games for the Twinsburg H.S. Ice Hockey Team on the dates and for the lengths of time specified by the season schedule.

b. The BOARD's right to use/occupy the Ice Hockey Facility shall include private use of the ice surface, bleachers, scoreboard and sound system, locker rooms for changing and showers, and other areas and equipment deemed necessary by the CITY for the BOARD to accomplish the Principal Use/Activity of the Ice Hockey Facility. It is acknowledged that all other areas of the Recreation Center remain open to the Garfield Heights residents. The CITY agrees to maintain the equipment and facilities used by the Twinsburg H.S. Ice Hockey Team pursuant to this Agreement in a clean, safe and properly functioning condition throughout the Term of this Agreement, subject to normal wear and tear.

c. Additional or extended practice time may be scheduled by prior request, subject to availability of the Ice Hockey Facility and payment of the appropriate fee. Additional dates and times are subject to the discretion of the CITY's Director of Parks & Recreation or other designated representative.

3. Compensation / Fees.

a. The BOARD agrees to pay to the CITY a one hundred and ninety dollars an hour ($190.00) for the Twinsburg H.S. Ice Hockey Team's actual use of the Ice Rink Facility for the Term of this Agreement. Actual use involves the Twinsburg H.S. Ice Hockey Team's use of the Ice Hockey Facility for practices and related activities (e.g., cleaning up and/or putting away equipment used during the practice). The Twinsburg H.S. Ice Hockey Team may also use the Ice Hockey Facility's upstairs locker rooms for "winding down time/activities" but such time shall not count toward the Team's hourly rate per day of actual use as delineated in Paragraph 3.d. below.

The Parties further agree that should members of the Twinsburg H.S. Ice Hockey Team qualify to participate in the State Ice Hockey Championships, and require their use of the Ice Hockey Facility after March 1, 2019 the BOARD may continue to utilize the Ice Hockey Facility at the hourly rate set forth above until the 2019 State Ice Hockey Championship is concluded.

No hourly fee shall be assessed for "winding down time/activities" associated with utilization of the upstairs locker rooms.

b. The BOARD shall be entitled to use the Ice Hockey Facility for team practices and inter-scholastic competitions/games for the Twinsburg

H.S. Ice Hockey Team on the dates specified by the season schedule. The CITY shall bill the BOARD on a hourly basis for the prior month's use. The BOARD shall pay the CITY's invoices within fifteen (15) business days of receiving them. Any objections on the part of the BOARD associated with the billing of the CITY shall be tendered within such fifteen (15) business days from date of receipt of the CITY's invoices or otherwise shall be deemed to be waived.

c. Previously scheduled dates are subject to cancellation upon oral or written notification, 48-hours prior to the scheduled date and time. If no advance notice of cancellation is provided, the applicable hourly rate shall apply for the scheduled time. If notice of cancellation is provided but less than 48-hours before the scheduled use, the scheduled use may be made up at a mutually agreeable time, subject to the BOARD paying a service fee of $35 per occurrence.

d. The Parties shall coordinate with each other the specific days and times for practices, meets, and special trainings, but at a minimum, the CITY shall allow the BOARD to use the Ice Hockey Facility for the scheduled hour(s) per day as delineated as specified by the season schedule. The scheduled hour(s) per day does not include reasonable "winding down time/activities" associated with the Twinsburg H.S. Ice Hockey Team's use of the upstairs locker rooms, which is afforded at no additional cost to the BOARD during the TERM of this Agreement.

4. The CITY reserves the right at any time to enter the Ice Hockey Facility for the purpose of inspection, supervision, or any other legitimate purpose to protect the CITY's interest.

5. Concessions.

The CITY reserves the right to exclusively and solely operate, through its officially designated Concessionaire, the concession facilities within the Recreation Center. The BOARD and Twinsburg H.S. Ice Hockey Team shall not participate in, operate or otherwise share in or receive any revenue from concession sales that occur at the Ice Rink Facility. Further, the BOARD and Twinsburg H.S. Ice Hockey Team agree not to engage in the sale of any food items while using the Ice Rink Facility.

6. Admission to Inter-Scholastic Competitions/Games.

The BOARD shall fix the price of admission to the hockey games. On game days, ticket sales at the Ice Rink Facility may commence 30 minutes before the scheduled start time of the game.

7. Parking.

All Twinsburg H.S. Ice Hockey Team members, coaches, student assistants and guests shall park in areas designated for such use by the CITY and each shall refrain from parking in those parking areas designated as Handicapped and/or Medical Personnel, unless applicable to the individual. Any vehicles parked in a no parking or restricted area are subject to being towed.

8. Food, Beverages, Tobacco, Drugs, Weapons.

a. Limited outside food or beverages may be brought onto the Ice Hockey Facility grounds or buildings by team members, coaches, assistants or guests at any time; also, team members and coaches may bring sports or energy drinks to practice provided they properly dispose of all containers, bottles or cartons.

b. The entire Ice Hockey Facility is a smoke-free, drug-free, weapons-free facility, and no use of tobacco products or illegal drugs, or possession of weapons, will be tolerated at the Ice Hockey Facility by any person at any time. Additionally, no intoxicating liquor, beer, or beverage shall be sold, dispensed, or consumed or permitted by players, coaches or spectators while at the Ice Hockey Facility.

9. Supervision, Emergency Services.

a. The BOARD's use of the Ice Hockey Facility shall be conducted under the direct control and supervision of Twinsburg coaches and employees at all times. At least one Twinsburg employee must remain at the Ice Hockey Facility until all students and guests have vacated the Facility each day. The BOARD's use of the Ice Hockey Facility shall comply with all applicable laws, rules, regulations and ordinances issued by federal, state or local authorities concerning the use of the premises, and all reasonable rules, regulations or guidelines promulgated by the CITY and communicated to the Twinsburg coaches and employees. The CITY affirms the Ice Hockey Facility is accessible to the extent required by the Americans with Disabilities Act.

b. The BOARD will coordinate with designated employees of the CITY regarding the availability of medical care or emergency response services.

10. The BOARD shall be responsible for scheduling and paying the referees/officials. The BOARD shall also be responsible for providing personnel, acting under the supervision of the coaches of the Twinsburg H.S.

Hockey Team or their designee(s), to sell and collect tickets, and serve as scorers, announcers, security (e.g., police supervision), and such other personnel as may be required for the orderly conduct of hockey games. The BOARD is responsible for all costs/expenses associated with providing such personnel. The CITY is expressly acknowledged to have no responsibility for the hiring or providing of such personnel.

11. The CITY reserves the right to limit attendance at the Ice Hockey Facility or upon the premises and to suspend further admittance at any time when attendance has reached such a number as to create a hazard to the health and safety of persons in attendance or to the general welfare or is otherwise restricted pursuant to governmental rules and regulations.

12. Responsibility, Indemnity, Insurance.

a. The BOARD is and shall be responsible for the conduct of all athletes, coaches, student assistants, and guests at the Ice Hockey Facility. The CITY reserves the right to remove or exclude any person from the Ice Hockey Facility or premises. Similarly, the BOARD shall be obligated to cause the removal or exclusion of any person whom the BOARD determines may affect the safety of any individuals attending any school-related activities at the Ice Hockey Facility.

b. To the extent permitted by law, the BOARD agrees to indemnify and hold the CITY, its officers, directors, employees, volunteers and agents, harmless from and against any and all liability and expense arising out of or imposed by law from third party claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, resulting from bodily injury or property damage, including loss of use thereof, to the extent caused by the sole or partial negligence of the BOARD, its athletes, coaches, student assistants or guests, arising out of the subject matter of this Agreement and the BOARD's use of the Ice Hockey Facility.

c. The BOARD shall maintain the following forms of insurance, with limits as set forth, with a carrier having at least an A- rating in A. M. Best's Key Rating Guide, and provide the CITY a certificate of insurance not less than fifteen (15) days after receiving a written request for such:

General Liability Insurance:	$1,000,000 per occurrence limit
General Aggregate Limit:	$2,000,000 limit

d. The CITY agrees to indemnify and hold the BOARD, its members, officers, employees, volunteers and agents, harmless from and against any and all liability and expense arising out of or imposed by law from third party claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, resulting from bodily injury or property damage, including loss of use thereof, to the extent caused by the sole or partial negligence of the CITY, its directors, employees or guests, arising out of the subject matter of this Agreement and the BOARD's use of the Ice Hockey Facility.

e. The responsibility and indemnity addressed above in this Paragraph (i.e., 12) shall apply solely to incidents that arise out of the BOARD's use/occupancy of the Ice Hockey Facility.

13. The Twinsburg H.S. Ice Hockey Team shall not do or suffer any act to be done during the terms of use/occupancy under this Agreement that will in any way mar, deface, or damage any part of the premises, and upon termination of the Agreement, the BOARD shall deliver up to the CITY in as good a condition and repair as same shall have been at the beginning of the lease term, less usual wear and tear or loss by fire or natural casualty alone excepted. The premises shall be subject to inspection by representatives of both the BOARD and the CITY prior to use/occupancy and any damages noted shall be documented by the custodian or the CITY's staff and the head coach of the Twinsburg H.S. Ice Hockey Team subject to further review post-activity as may be requested by a representative of a Party.

14. Rules of conduct within the Ice Rink Facility during such times as the Twinsburg H.S. Ice Hockey Team is using the facility shall be mutually agreed upon between the CITY and the BOARD. Such rules and regulations shall be developed and proposed by the coaches of the Twinsburg H.S. Hockey Team and shall be subject to approval by the CITY's Director of Parks & Recreation.

15. In the event the CITY is unable to provide the Ice Rink Facility as described herein for any reason whatsoever but not limited to closure of the Facility for fiscal reasons, fire, storm, flood, wind damage, or failure of equipment, such failure shall not constitute a breach of this Agreement by the CITY, nor shall the CITY become obligated for any damages thereby.

16. Notices.

Except as expressly provided to the contrary herein, any notice, consent, report, document or other item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished and received when

given in writing and personally delivered to and received by an officer or designated employee of the applicable party, or after the third business day if deposited in the United States mail, postage prepaid, registered or certified first class mail, return receipt requested addressed as set forth below, or to such other address as the Parties shall advise the other in writing or sent by confirmed facsimile or e-mail transmission:

If to the CITY:

THE CITY OF GARFIELD HEIGHTS, OHIO,
A MUNICIPAL CORPORATION
c/o Dan Kostel Recreation Center
5411 Turney Road
Garfield Heights, OH 44125
Attention: Robert A. Dobies Sr., Director of Parks & Recreation

If to the BOARD:

TWINSBURG CITY SCHOOL DISTRICT
11136 Ravenna Road
Twinsburg, OH 44087
Attention: Brian Fantone, Athletic Director

17. Waiver, Modification, Etc.

No waiver, modification, or cancellation of any term or condition of this Agreement shall be effective unless executed in writing by the Parties. No written waiver shall excuse the performance of any act other than those specifically referred to therein.

18. Termination.

a. The CITY may terminate this Agreement if the BOARD fails to make any payment pursuant to the Agreement and such payment is not made within thirty (30) days after the BOARD receives written notice of such failure to make payment.

b. Either party may terminate this Agreement if the other party fails to observe or perform any of the covenants, agreements, or obligations of the Agreement (other than the nonpayment of money) and if such default is not cured within thirty (30) days after the defaulting party receives written notice specifying the nature of default. The written notice shall specify in detail each item of default and shall specify the action the defaulting party must take in order to cure each item of

default. The termination rights set forth in this section shall not constitute the exclusive remedy of the terminating party, and termination shall not prejudice any rights or claims which the terminating party may otherwise have against the defaulting party.

19. No Partnership, Etc.

Nothing herein contained shall be construed as to constitute the Parties as principals and agents, employers and employees, partners and joint-ventures, nor that any similar relationship be deemed to exist among the Parties. No Party shall have the power to obligate or bind another Party except as specifically provided for in this Agreement. Nothing herein contained shall give or is intended to give any rights of any kind to any third persons or parties.

20. Non-Assignment.

This Agreement is personal to the Parties and neither this Agreement nor any of the rights granted hereunder shall be sold, transferred or assigned by any Party without the other Party's prior written approval.

21. Integration.

This Agreement, when fully executed, shall represent the entire understanding among the Parties hereto with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, among the Parties with respect to the subject matter hereof.

22. Force Majeure.

This Agreement and performance thereof by the Parties shall in all respects be subject to delay or inability to perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or materials, acts of God, war, terrorism, accidents arising out of circumstances and conditions not directly due to negligence of the Parties, or which may affect the Parties' suppliers, or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of the Parties, including but not limited to the intervention of any rules, law or regulation of any Government, or any bureau or department, or any sovereign act, and the Term of this Agreement or any obligation of the Parties hereunder shall be extended by the period of such delay.

23. Authority to Execute Agreement.

An authorized person must sign this Agreement on behalf of each Party. The individual(s) who executes this Agreement on behalf of a corporation or political subdivision represents and warrants that he/she has full authority to execute and deliver this Agreement.

24. Governing Law.

It is mutually agreed that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles. The Parties expressly consent to exclusive personal jurisdiction and venue in either the federal or state courts located in Ohio.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

FOR THE CITY:

_____
Robert A. Dobies, Sr.
Director of Parks & Recreation

FOR THE BOARD:

_____
Kathryn Powers, Superintendent
Twinsburg City School District

_____
Brian Fantone, Athletic Director
Twinsburg City School District