

Minutes of REGULAR Meeting

March 20, 2019

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, Mr. Curtis, Mrs. Davis (Vice-President), Mrs. DeFabio, and Mr. Felber (President). In attendance were Superintendent Powers, Treasurer Aho, and Business Manager Welker. 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. Felber, presiding, called the meeting to order.

19-136 Minutes

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

Regular Meeting: March 06, 2019

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

The Board President declared the motions approved.

Mr. Cellura moved and Mr. Curtis seconded that the Twinsburg Board of Education adopt resolutions 19-137 to 19-139.

19-137 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
DeRoia, Marie	Speech Language Pathologist	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
DiCola, Jackie	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Gelwasser, Robyn	Speech Language Pathologist	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Hanna, Elyse	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Hritz, Meghan	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Ianni, Lisa	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.

Minutes of REGULAR Meeting

March 20, 2019

Lowe, Holly	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Miller, Kara	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Pero, Sara	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Petrash, Sandra	Teacher	Wilcox	\$26.50/hr.	4/15/19 – 4/18/19	Up to fifteen (15) hours total beyond the work day for Kindergarten screening, set-up, data entry; paid at the teacher stipend rate.
Sutton, Kelli	Teacher	Wilcox	\$26.50/hr.	4/15/19 – 4/18/19	Up to fifteen (15) hours total beyond the work day for Kindergarten screening, set-up, data entry; paid at the teacher stipend rate.
Troy, Daryl	Teacher	Wilcox	\$26.50/hr.	4/15/19 – 4/18/19	Up to fifteen (15) hours total beyond the work day for Kindergarten screening, set-up, data entry; paid at the teacher stipend rate.
Turschak, Leighann	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Washington, Aisha	Teacher	Wilcox	\$26.50/hr.	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the work day for Kindergarten screening; paid at the teacher stipend rate.
Washington, Barbara	Teacher	THS	\$26.50/hr.	3/04/19	To provide Home Instruction for a student; not to exceed 17 hours; paid at the teacher stipend rate.

LEAVE OF ABSENCE		Certificated Staff Recommendations			
Name	Position	Bldg.	Effective	Days	Notes
Carder, Cheri	Teacher	THS	2/28/19 – 6/03/19	60 days	Intermittent FMLA to run concurrent with sick leave
Carder, Cheri	Teacher	THS	4/17/19	1 day	Unpaid leave per the approval of the Superintendent
Foskett, Shannon	Teacher	THS	2/25/19 – 3/04/19	5 days	FMLA to run concurrent with sick leave
Foskett, Shannon	Teacher	THS	3/12/19 – 3/22/19	9 days	FMLA to run concurrent with sick leave
Zenz, Melissa	Teacher	Wilcox	4/18/19 – 6/03/19	30 days	FMLA to run concurrent with sick leave

19-138 **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.

Minutes of REGULAR Meeting

March 20, 2019

CONTRACTS		Classified Staff Recommendations			
Name	Position	Bldg.	Rate/Step	Effective	Notes
Dinkeldein, Kathy	Administrative Assistant	Wilcox	\$21.73/hr. Step 20	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the workday for Kindergarten screening/registration.
Isaman, Kimberly	Bus Driver	Transportation	\$20.48/hr. Step 5	4/01/19	191 days per year, prorated for the 18/19 school year; 6.25 hours per day; replacing W. Hager who bid on another route.
Perchinske, Nena	Administrative Assistant	Wilcox	\$20.94/hr. Step 19	4/16/19 – 4/18/19	Up to twelve (12) hours total beyond the workday for Kindergarten screening/registration.
Sindlar, Jenna	Instructional Assistant	THS	\$15.78/hr. Step 4	4/01/19	193 days per year, prorated for the 2018/2019 school year; Seven (7) hours per day; Replaces K. Bielanski who previously resigned.

SUBSTITUTES		Classified Staff Recommendations		
Name	Position	Effective	Hourly Rate	Notes
Miller, Karen	Bus Driver	4/01/19	\$15.84/hr.	Previously employed as a Bus Driver with the TCSD.

RESIGNATIONS		Classified Staff Recommendations		
Name	Position	Bldg.	Effective	Notes
Adams, Amanda	JV Basketball Cheerleading Advisor	THS	11/01/18	

TERMINATIONS		Classified Staff Recommendations		
Name	Position	Bldg.	Effective	Notes
Harris, Tiffany	Bus Driver	Transportation	3/21/19	

19-139 **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 check.

EXTRACURRICULAR					
Name	Contract	Bldg.	Effective	% of Base	Notes
Berdysz, Lindsey	JV Girls' Cheerleader Coach (Basketball)	THS	11/01/18 for the 2018/2019 school year	0.385%	Replacing Amanda Adams. Split contract with Meghan Hritz
Hritz, Meghan	JV Girls' Cheerleader Coach (Basketball)	THS	11/01/18 for the 2018/2019 school year	0.385%	Replacing Amanda Adams. Split contract with Lindsey Berdysz
Lowden, Michelle	Assistant Track Coach	RBC	3/20/19 for the 2018/2019 school year	0.67%	Additional Assistant Coach per the recommendation of the Superintendent
McKinley, Derek	Assistant Track Coach	THS	3/18/19 for the 2018/2019 school year	0.77%	Additional Assistant Coach per the recommendation of the Superintendent

Minutes of REGULAR MeetingMarch 20, 2019

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

Mr. Curtis moved and Mrs. DeFabio seconded that the Twinsburg Board of Education adopt resolutions 19-140 to 19-150.

19-140 Job Description

That the Twinsburg Board of Education approves the following Job Descriptions:

- Bus Driver and • Substitute Van Driver

19-141 Sub Van Driver

That the Twinsburg Board of Education approves the Substitute Van Driver hourly wage of \$14.00 per hour.

19-142 Agreement - Education Alternatives

That the Twinsburg Board of Education approves a contract with the Trumbull County Educational Service Center for one (1) student who will be attending a hearing impaired program for the remainder of the 2018/2019 school year. The yearly cost is \$38,000.00 (\$211.11/day) which will be prorated based on the start date of the student. This is a General Fund expense

19-143 Agreement Settlement

That the Twinsburg Board of Education approves the *Settlement Agreement, Release and Waiver* for transportation costs for one (1) student receiving special education services outside the District in the Champion Local School District Hearing Handicapped Unit per the conditions outlined in the agreement.

19-144 Agreement Enrollment Study

That the Twinsburg Board of Education approves a proposal with Cooperative Strategies, 3325 Hilliard Rome Road, Hilliard, Ohio 43026 for DeJong Richter of Dublin, Ohio for enrollment projections and student potential analysis. The total of the contract is not to exceed \$18,000 plus reimbursable expenses. This is a General Fund expense.

19-145 Tuition Waiver

That the Twinsburg Board of Education approves Twinsburg High School Senior Caryn Radcliff to exercise BOE Policy #5111/Optional Tuition-Free Education (F) and remain a student at Twinsburg High School through the end of the 2018/2019 school year.

19-146 Tuition Waiver

That the Twinsburg Board of Education approves Twinsburg High School Senior Aniyah Harrison to exercise BOE Policy #5111/Optional Tuition-Free Education (F) and remain a student at Twinsburg High School through the end of the 2018/2019 school year.

19-147 Tuition Waiver

That the Twinsburg Board of Education approves Twinsburg High School Senior Shae Girod to exercise BOE Policy #5111/Optional Tuition-Free Education (F) and remain a student at Twinsburg High School through the end of the 2018/2019 school year.

19-148 Inventory Deletion

That the Twinsburg Board of Education approves the below listing of items to be deleted from inventory as they are broken and non-repairable:

Item	Asset Tag
Nobles hand/swing 20" Scrubber	001832
Clarke RSW 37 Riding Floor Sweeper	015619
Two (2) 18 volt Black and Decker leaf blowers and charges	None
Two (2) Kettler ping pong tables	000284, 000286

19-149 Agreement – Twins Days

That the Twinsburg Board of Education approves an agreement with Twins Days, Inc., 9825 Ravenna Road, Twinsburg, OH 44087, to let and lease BOE property at RB Chamberlin Middle School, George G. Dodge Intermediate School, and Twinsburg High School for the annual Twins Days Festival, scheduled for August 2 – 4, 2019; as sent to the Board under separate cover. See pages 116 - 117

19-150 Agreement – Diversity Center

That the Twinsburg Board of Education approves an agreement with The Diversity Center of Northeast Ohio, 3659 Green Road, #220, Beachwood, OH 44122, to provide in-school programming for students and professional development for staff members, effective March 19, 2019 through June 30, 2019 at a cost of \$49,400; as sent to the Board under separate cover. This is a City/County Fund expenditure. See pages 117 - 121

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

19-151 State Assessments - ELA

Mr. Cellura moved and Mrs. Davis seconded that the Twinsburg Board of Education

WHEREAS Ohio Revised Code Section 3301.0711, as amended by Senate Bill 216 enacted by the 132nd Ohio General Assembly, authorized a school district to administer third grade English Language Arts or Mathematics, or both, in a paper format in any given school year; and

WHEREAS it is the desire of the Twinsburg Board of Education for its grade three students to take the English Language Arts assessment in said paper format; and

BE IT FURTHER RESOLVED that if any student whose individualized education program or plan developed under Section 504 of the "Rehabilitation Act of 1973," 87 Stat. 355, 29 U.S.C. 794, as amended, specified that taking the assessment in an online format is an appropriate accommodation for the student, then that student may take the assessment in an online format; and

BE IT FURTHER RESOLVED that the Superintendent of Schools is hereby authorized and directed to submit a copy of this resolution to the Ohio Department of Education in accordance with Ohio Revised Code Section 3301.0711.

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

Minutes of REGULAR Meeting

March 20, 2019

Mr. Curtis moved and Mrs. DeFabio seconded that the Twinsburg Board of Education adopt resolutions 19-152 to 19-153.

19-152 Agreement – Roofing

That the Twinsburg Board of Education approves a proposal with Garland/DBS, Inc., 3800 East 91st Street, Cleveland, Ohio 44105, in the amount not to exceed \$16,987.00 for preventative maintenance on roofing system components at Twinsburg High School, R.B. Chamberlin Middle School, George G. Dodge Intermediate School, Samuel Bissell Elementary School, Wilcox Primary School and the Administration Building. This expense will be paid for with Permanent Improvement funds.

19-153 Agreement – Network Upgrades

That the Twinsburg Board of Education approves a Purchase Agreement for Twinsburg network upgrades, including wireless access points and data switches, with Northeast Ohio Network for Educational Technology (NEONet), 700 Graham Road, Cuyahoga Falls, Ohio 44221, at a cost of \$164,624.00 before a forty percent eRate discount per the terms and conditions set forth in the Agreement. This purchase is contingent on receiving eRate funding and is a Permanent Improvement expenditure.

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

The Board President declared the motions approved.

19-154 EXECUTIVE SESSION

Mr. Felber moved and Mrs. Davis seconded that the Twinsburg Board of Education meet in Executive Session at 8:15 p.m. to discuss the employment and compensation of public employees, and the discipline of a student, as per Board of Education Policy #0166 (A) and to review negotiations with public employees concerning their compensation or other terms and conditions of employment, per Board of Education Policy #0166 (E).

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 9:30 p.m.

The following members were present:

Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

19-155 Adjournment

Mr. Felber moved and Mr. Cellura seconded that the Twinsburg Board of Education adjourn at 9:31 p.m.

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

The Board President declared the meeting adjourned.

President of the Board

Treasurer

**TWINS DAYS, INC.
TWINSBURG CITY SCHOOL DISTRICT
LEASE AGREEMENT 2019-015**

This Indenture of Lease made and entered into at Twinsburg, Ohio, by and between the **TWINSBURG CITY SCHOOL DISTRICT** (hereinafter "**Lessor**") and **TWINS DAYS, INC.** (Hereinafter, "**Lessee**").

That for the term, and upon the terms, conditions and provisions hereinafter contained, **Lessor** does hereby let and lease unto **Lessee** the following described property, to sit: The R.B. Chamberlin Middle School property for parking and festival site usage, and the Dodge Intermediate School property for parking. This shall also include the Twinsburg High School exterior property and interior (commons, kitchen facilities, gymnasium) on Friday afternoon (for Field Games, food serving and misc. activities) and evening (for Welcome Wiener Roast, and misc. activities), the Twinsburg High School for the use of their Parking Facilities for the weekend, and Fireworks* (**as approved**)).

Said premises shall be used solely and exclusively for the purpose of celebrating the **TWINS DAYS FESTIVAL**.

Lessee shall have and hold said property for the term of three (3) days commencing on the 2nd day of August and ending on the 4th day of August, 2019.

Lessee agrees to procure a Certificate of Insurance with the Twinsburg City School System being named as an additional insured thereon with minimum coverage for the use, occupancy or possession of the subject premises.

As a further condition of the occupancy of the subject premises, the **Lessee** agrees to the following provisions:

A. Clean up of grounds after use. **If there is a problem, please contact us in a timely manner.**

B. To provide a \$2,000,000.00 liability insurance policy and to hold the Twinsburg City School System harmless for the duration of the Festival.

C. Twins Days Inc. will develop an emergency evacuation plan and share the plan with the Lessor. This plan must include proper notification of the Lessor before using the Lessor's facilities.

D. Twins Days, Inc. will supervise and maintain supervision during the use of school property or any emergency evacuation of Twins Days to RB Chamberlin Middle School or any other facilities of the Lessor.

Minutes of REGULAR MeetingMarch 20, 2019

E. If any Twinsburg City School District lawns or grounds are damaged, such space will be repaired by the Twinsburg City School District employees with all cost for repair going to Twins Days, Inc. **Please contact us in a timely manner so the area may be assessed by us prior to any repairs.**

F. Janitorial costs for any emergency evacuation of Twins Days to RB Chamberlin or any other facility of the Lessor will be compensated. Twins Days, Inc. will procure any cost associated with janitorial and any school employee that must be present during the Friday night festivities at the High School, or any emergency evacuations of Twins days to RB Chamberlin Middle School or any other facility of the Lessor.

G. **Security;** One (1) uniformed Police Officer will be onsite for hours 2:00 p.m.-4:00 p.m.; and two (2) uniformed Police Officers will be onsite from 4:00 p.m.-8:30 p.m.

It is further agreed that school personnel shall be permitted to enter upon premises at all times for the purpose of inspection, or any other administrative purpose.

***FIREWORKS CLAUSE:** *The Twinsburg Fire Department in conjunction with the Twinsburg City School District, and after consultation with an officer of Twins Days, Inc., shall make the final decision as to whether the fireworks show should commence as scheduled. This determination will be based on weather conditions such as lightning or extremely dry conditions. If the show cannot proceed at the designated time, the school district shall endeavor to work with the Twins Days Committee to find a mutually acceptable time to reschedule the fireworks show.*

IN WITNESS WHEREOF, the Lessee and Lessor have executed this lease this 19th day of March, 2019.

Andrew M. Miller, Executive Director
Twins Days, Inc.

Twinsburg City School District
Representative

Date

Date

Twins Days, Inc. Witness

Twinsburg City School District
Witness

Date

Date



Contract & Service Agreement

This "Agreement" is entered into by the Diversity Center of Northeast Ohio located at 3659 Green Road, Suite 220, Cleveland, OH 44122 ("DCNEO") and the Twinsburg City School District ("Client" and collectively with DCNEO, the "Parties") is effective as of 3/19/2019 (the "Effective Date"). The Parties agree as follows:

1. SCHEDULE 1. The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.
2. ENGAGEMENT. Client hereby engages and retains DCNEO to serve as consultant and service provider in connection with instructional design and delivery of the Services to the Participants.
3. TERM. The term of the Agreement will begin on the Effective Date and end on June 30, 2019.
4. DCNEO'S OBLIGATIONS. DCNEO will:
 - a. Determine, with the assistance of the Client Contact, specific areas of instruction and organization of instruction and Program materials, as well as the scope of the Services.
 - b. Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.
 - c. Production of all necessary Program materials and Program supplies.
 - d. Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).
 - e. Non-Board Employees - As it is expected that The Diversity Center of Northeast Ohio will assign its personnel to provide instructional or other services to students of the Twinsburg City School District (District), The Diversity Center of Northeast

Ohio agrees to provide the Superintendent with the name of each individual at least one (1) week prior to the individual's assignment at a District school. The Diversity Center of Northeast Ohio also agrees to provide to the District, criminal background checks for each Diversity Center of Northeast Ohio employee assigned to the Twinsburg City School District.

- f. Insurance - The Diversity Center of Northeast Ohio agrees to acquire and maintain, at its expense, liability insurance in the amount of \$1 million per event, \$2 million aggregate, during the term of this agreement. The Diversity Center of Northeast Ohio shall supply the Board with evidence of such insurance, and name the Board as an additional insured prior to operating instructional and/or other programming on District grounds. The Diversity Center of Northeast Ohio shall not cancel or modify such insurance without providing at least thirty (30) days notice to the Board.
5. CLIENT'S OBLIGATIONS. The Client will participate and cooperate as follows:
- a. Work with the DCNEO Contact to assist DCNEO to determine specific areas of instruction and organization of instruction and Program materials as well as the scope of the Services and Client's budget relating to the foregoing.
 - b. Pay the Fee and Expenses within 30 days following receipt of invoice submitted to Client by DCNEO, including any invoice for advance deposits of the Fee or the Expenses (if applicable), as such Fee and Expenses are set forth in each invoice, and subject to the terms of this Agreement.
 - c. Reserve space, acceptable to DCNEO, for all Participants participating in each Program.
 - d. Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.

- e. Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.
 - f. Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.
 - g. Use Program materials, activities and outlines only for the Participants at the time(s) the Program is being presented by DCNEO. Client hereby acknowledges and agrees that the such Program materials, activities and outlines, as well as the intellectual property related thereto, remain the property of DCNEO, and that any other usage thereof must be approved, in DCNEO's sole discretion, in writing, in advance by DCNEO.
 - h. Confirm to DCNEO that the Client has a signed media release form on file for each participant, authorizing DCNEO to use the likeness and voice of each participant on DCNEO's website, social media pages and printed materials (and will furnish a copy of such signed release forms to DCNEO upon the latter's request).
 - i. In the event that due to inclement weather or other unforeseen circumstances in which scheduled contracted programming needs to be canceled, an agreed upon make-up day will be rescheduled during the same contracted calendar school year.
6. MUTUAL OBLIGATIONS. The Parties will:
- ~~a. Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives or results.~~
 - b. Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.
 - c. Grant permission to each other, upon reasonable request, to share information regarding the Services with other potential clients and organizations affiliated or in discussion with the requesting party, consistent with the confidential provisions of the Family Educational Rights Privacy Act.


Minutes of REGULAR Meeting

March 20, 2019

- e. Indemnification - To the extent permissible by law, The Diversity Center of Northeast Ohio , on the one hand, and the Board, on the other hand, agrees to indemnify and hold harmless the other and its respective directors, officers, agents, volunteers, and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties, and expenses, including actual attorneys' fee resulting from or arising from the acts, errors or omissions of the other or its respective directors, officers, agents, representatives, or employees, whether acting alone or in collusion with others in connection with the performance of their respective obligations under this Agreement.

This Agreement may be signed in multiple counterparts each of which will be deemed an original, and all of which, when taken together, will constitute one document; and may be delivered by facsimile or other electronic means

The Diversity Center of Northeast Ohio – “DCNEO”

By: 
Amanda Cooper, PhD
Chief Program Officer
Date: 03/19/2019

Twinsburg City School District: “CLIENT”

By: _____
NAME: _____
TITLE: _____