

The Twinsburg City School District Board of Education met in REGULAR session on the above date at the Twinsburg High School Auditorium, 10084 Ravenna Rd, Twinsburg, Ohio, at 7:00 p.m. The Meeting was also livestreamed due to health and safety concerns attributed to the COVID-19 pandemic and limits on public attendance. The following Board Members were present: Mrs. Crawford, Mr. Curtis (President), Mrs. Davis (Vice President), Mr. Felber and Mrs. Travis. 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. Video recordings and Board approved Minutes are available on the District’s web site. Mr. Curtis, presiding, called the meeting to order.

<p><b>COMMUNICATIONS</b>  <i>Black History Month - "Doors to the Past; Doors to the Future"</i>                      - Dr. Andrea Walker, Director of Student Wellness  <i>Students of the Month/Building Highlights:</i>                      - Samuel Bissell Elementary School                      - R.B. Chamberlin Middle School                      CVCC Update – Job Fair</p> <p><b>ADMINISTRATIVE REPORT</b>  <i>"Strategic Plan Update"</i>                      - Safety, 21<sup>st</sup> Century Teaching and Learning, Climate and Culture, Communications Facilities and Finance</p> <p><b>DISCUSSION</b>  <i>"Update Regarding the District’s COVID-19 Protocols"</i>                      Superintendent, Kathi Powers</p>
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**Mr. Felber moved and Mrs. Davis seconded that the Twinsburg Board of Education adopt resolutions 22-105 to 22-107.**

**22-105 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.

<b>CONTRACTS</b>					
<b>Certificated Staff Recommendations</b>					
<b>Name</b>	<b>Position</b>	<b>Bldg.</b>	<b>Rate</b>	<b>Effective</b>	<b>Notes</b>
Gorman, Anne	ACT Accommodations Management	THS	\$28.50/hr.	2021/2022	Not to exceed twenty-five (25) hours; General Fund expenditure
Hartory, Brittany	Teacher	THS	\$28.50/hr.	2/01/22 – 3/25/22	Rise Up Tutor; not to exceed sixty (60) hours; to be funded through the Expanding Opportunities for Each Child Non-Competitive Grant

<b>LEAVE OF ABSENCE</b>					
<b>Certificated Staff Recommendations</b>					
<b>Name</b>	<b>Position</b>	<b>Bldg.</b>	<b>Effective</b>	<b>Days</b>	<b>Notes</b>
Kelly, Rachele	Speech Pathologist	Dodge	5/23/22 – 5/31/22	7 days	FMLA concurrent with sick leave

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Mendez, Jessica	Teacher	Wilcox	1/03/22 – 2/22/22	35 days	FMLA concurrent with sick leave
Travers, Alexa	School Psychologist	Wilcox & Dodge	11/03/21 – 2/15/22	59 days	FMLA concurrent with sick leave; 40 paid days, 19 unpaid days; correction to 11/03/2021 approval

<b>SUBSTITUTES</b>					<b>Certificated Staff Recommendations</b>				
<b>Name</b>	<b>Certification/Licensure</b>		<b>Effective</b>	<b>Daily Rate</b>	<b>Notes</b>				
Sheroke, Deborah	Multi-Age PK-12 – General Substitute		1/20/22 – 3/11/22	\$105/day	Long-term substitute for Kayla Bass				

22-106 **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.

<b>CONTRACTS</b>						<b>Classified Staff Recommendations</b>					
<b>Name</b>	<b>Position</b>	<b>Bldg.</b>	<b>Rate/Step</b>	<b>Effective</b>	<b>Notes</b>						
Baker, Jerrie	Bus Attendant	Transportation	\$15.55/hr.	2/07/22	Increase in hours per day from 5.75 to 6; change in route assignment.						
Bindus, Dana	Instructional Assistant	Dodge	Step 1 \$15.48/hr.	2/22/22	193-day contract, prorated for 2021-22; Seven (7) hours per day; replacing R. Thomas who transferred to RBC						
Tragis, Christy	Bus Driver	Transportation	\$24.39/hr.	2/07/22	Increase in hours per day from 5.75 to 6; change in route assignment						

<b>RESIGNATIONS/RETIREMENTS</b>					<b>Classified Staff Recommendations</b>				
<b>Name</b>	<b>Position</b>	<b>Bldg.</b>	<b>Effective</b>	<b>Notes</b>					
Randolph, Juanita	Lunchroom/ Playground Assistant	Dodge	1/26/22	Resignation					
Rowan, Michael	Activities Janitor	District	2/08/22	Resignation to accept Grounds-keeper position as previously approved on 2/02/22.					
Sloan, Joyce	Instructional Assistant	Wilcox	7/31/22	Retirement – Twenty-six (26) years of service to the District					

22-107 **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.

<b>EXTRACURRICULAR</b>					
<b>Name</b>	<b>Contract</b>	<b>Bldg.</b>	<b>Effective</b>	<b>% of Base</b>	<b>Notes</b>
Andrassy, Jen	MS Assistant Coach Track – Girls	RBC	2021/ 2022	0.67%	
Buell, Roger	Assistant Coach Track – Boys	THS	2021/ 2022	0.77%	
Depew, Emily	Assistant Softball Head Coach	THS	2021/ 2022	0.77%	
Kalkbrenner, Todd	MS Assistant Coach Track – Girls	RBC	2021/ 2022	0.67%	
Maurer, David	MS Baseball Coach	RBC	2021/ 2022	0.69%	
McConkey, Hayley	MS Cheerleading Advisor – Basketball	RBC	2021/ 2022	0.345%	Split with Christina Pistone
Pistone, Christina	MS Cheerleading Advisor – Basketball	RBC	2021/ 2022	0.345%	Split with Hayley McConkey
Riley, Ken	MS Softball Coach	RBC	2021/ 2022	0.69%	
Saulter, Charles	Varsity Head Football Coach	THS	2022/ 2023	17.00%	
Solis, Julie	MS Coordinator Track – Girls	THS	2021/ 2022	0.69%	

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

**Mrs. Travis moved and Mrs. Crawford seconded that the Twinsburg Board of Education adopt resolutions 22-108 to 22-117.**

**22-108 Deletion**

That the Twinsburg Board of Education approves the attached listing of Media Center items to be deleted from inventory. See pages 85 – 86

**22-109 Donation**

That the Twinsburg Board of Education accepts a donation of \$132.00 from RDP Sports Plus, Inc., 9261 Ravenna Road, Suite B8, Twinsburg, OH 44087 to the High School Class of 2024.

**22-110 Donation**

That the Twinsburg Board of Education accepts a donation of \$12,981.46 from Wilcox Primary PTA, 9198 Darrow Road, Twinsburg, OH 44087 to be used to purchase playground equipment.

**22-111 Donation**

That the Twinsburg Board of Education accepts a donation of a trumpet, valued at \$200 from Mrs. Christine Martin, 10262 Pratt Lane, Twinsburg, OH 44087, for the Band Program at George G. Dodge Intermediate School.

**22-112 District Support Org**

That the Twinsburg Board of Education acknowledges the Twinsburg Vocal Music Boosters as a District Support Organization, in accordance with Board Policy 9211.

**22-113 Policy – Second Reading**

That the Twinsburg Board of Education approves the first reading of revised Board of Education Policies:

3220	Revised Policy	Standards-Based Teacher Evaluation (Professional Staff)
3223	Reviewed Policy	Standards-Based School Counselor Evaluation (Profession Staff)

**22-114 Bus Lease - Reminderville**

That the Twinsburg Board of Education approves the Lease Agreement with the City of Reminderville to utilize yellow school buses for the Summer 2022. The City of Reminderville will compensate the Twinsburg City School District Board of Education for use of the buses including mileage, gas and bus drivers, per the terms and conditions set forth in the Agreement. See pages 87 – 89

**22-115 Bus Lease - Twinsburg**

That the Twinsburg Board of Education approves the Lease Agreement with the City of Twinsburg to utilize yellow school buses for the Summer 2022. The City of Twinsburg will compensate the Twinsburg City School District Board of Education for use of the buses including mileage, gas and bus drivers, per the terms and conditions set forth in the Agreement. See pages 90 – 92

**22-116 Playground Equipment - Wilcox**

That the Twinsburg Board of Education approves a proposal with DWA Recreation, Inc., PO Box 208, Harrison, OH 45030, in the amount not to exceed \$12,981.46 for playground equipment (Sensory Dome Climber) at Wilcox Primary School. The proposal utilizes the Omnia Partners cooperative purchasing contract and was sent to the Board. The expense is paid for through a Wilcox PTA donation.

**22-117 Reopening Plan**

That the Twinsburg Board of Education approves the revisions to the District Reopening Plan, 2021-22 School Year, as presented, discussed, and confirmed in the Superintendent's Discussion section.

*Ayes: Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis.*

*The Board President declared the motions approved.*

**22-118 Policy – Approval**

Mrs. Davis moved and Mrs. Travis seconded that the Twinsburg Board of Education approves the first reading of revised Board of Education Policies:

3220	Revised Policy	Standards-Based Teacher Evaluation (Professional Staff)
3223	Reviewed Policy	Standards-Based School Counselor Evaluation (Profession Staff)

*Ayes: Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis.*

*The Board President declared the motion approved.*

**Mr. Felber moved and Mrs. Crawford seconded that the Twinsburg Board of Education adopt resolutions 22-119 to 22-121.**

**22-119 Purchase Van**

That the Twinsburg Board of Education approves the purchase of one (1) Chevrolet/Micro Bird 9 passenger van, Stock Unit 305, at a total cost of \$50,326.00 pursuant to the terms and conditions set forth in the proposal. The van will be purchased through the Fall 2021 Ohio Schools Council bid from Cardinal Bus Sales & Service, Inc., 6280 Harding Hwy., St. Rt. 309, Lima, Ohio 45801. This is a Permanent Improvement expenditure and is partially funded through the American Rescue Plan funds.

**22-120 Roofing Agreement**

That the Twinsburg Board of Education approves a proposal with Garland/ DBS, Inc., 3800 East 91<sup>st</sup> Street, Cleveland, Ohio 44105, in the amount not to exceed \$19,637.00 for preventative maintenance on roofing system components at Twinsburg High School, RB 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 the Permanent Improvement Fund.

**22-121 Accept School Bus Grant**

That the Twinsburg Board of Education approves the School Bus Purchase Program Award Acceptance and Statement of Assurances document. This document allows the District to accept a bus grant in the amount of \$135,000.00 towards the purchase of three new school buses. The funds will be applied to the Permanent Improvement Fund.

*Ayes: Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis.*

*The Board President declared the motions approved.*

**22-122 EXECUTIVE SESSION**

Mr. Curtis moved and Mr. Felber seconded that the Twinsburg Board of Education meet in Executive Session at 10:26 p.m. to discuss the employment and compensation of public employees, as per Board of Education Policy #0166 (A); to discuss the investigation of complaints against a student, as per Board of Education Policy #0166 (B); and to consider the purchase of property for public purposes, as per Board of Education Policy #0166 (c).

*Ayes: Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis.*

The Board President declared the motion approved.

The Board reconvened from Executive Session at approximately 11:34 p.m.

The following members were present:

Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis

**22-123 Adjournment**

Mrs. Davis moved and Mrs. Travis seconded that the Twinsburg Board of Education adjourn at 11:35 p.m.

*Ayes: Mrs. Crawford, Mr. Curtis, Mrs. Davis, Mr. Felber and Mrs. Travis*

The Board President declared the meeting adjourned.

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Book Title:	Author:	Call No:	Barcode:	Pub:
Can kids save the earth? / Melvin Berger	Berger, Melvin	333.7 BER	34150045099283	1994
The U.S. Navy / by Jennifer Reed	Reed, Jennifer	359 REE	34150046075688	2009
Saying thank you / by Colleen L. Reece ; illustrated by Gwen Connelly	Reece, Colleen L	395 REE	34150040043005	1983
Planet Earth / Barbara Taylor	Taylor, Barbara, 1954-	550 TAY	34150045122648	2009
Who cares about the weather? / Melvin Berger	Berger, Melvin	551.6 BER	34150045089961	1993
Predators / written by Steve Parker ; design by Jo Ryan	Parker, Steve, 1952-	591.5 PAR	34150045144022	2013
The world of ants / Melvin Berger	Berger, Melvin	595.7 BER	34150045089938	1995
Puffer fish / by Jody Sullivan Rake	Rake, Jody Sullivan	597 RAK	34150046071430	2007
Those fabulous frogs / Melvin Berger	Berger, Melvin	597.8 BER	34150040081047	1994
Those fabulous frogs / Melvin Berger	Berger, Melvin	597.8 BER	34150040081039	1994
Tadpole diary [sound recording] / David Drew	Drew, David	597.8 DRE	34150040087408	1987
Trucks / by Julie Murray	Murray, Julie, 1969-	629.224 MUR	34150046177013	2015
San Antonio Spurs / by K. C. Kelley	Kelley, K. C	796.323 KEL	34150046096775	2010
Dallas Mavericks / by Ellen Labrecque	Labrecque, Ellen	796.323 LAB	34150046097492	2010
Click, clack, moo : cows that type / by Doreen Cronin ; pictures by Betsy Lewin	Cronin, Doreen	AWARD LIT CRO	34150045152744	2000
The Little red hen [sound recording]	Little red hen	E LIT	34150040091830	1985
Green bananas [kit] / story by Pam Neville and Andrea Butler ; illustrated by Jill Brierly	Neville, Pam	E NEV	34150040091996	1988
McBungle down under [kit] / Brenda Parkes ; illustrated by Ester Kasepu	Parkes, Brenda	E PAR	34150040091392	1987
Who's in the shed? [kit] / by Brenda Parkes	Parkes, Brenda	E PAR	34150040091921	1986
A summer storm / Keith Pigdon and Marilyn Woolley ; illustrated by Sue Hamilton	Pigdon, Keith	E PIG	34150040100706	1988
The tale of Benjamin Bunny / byBeatrice Potter	Potter, Beatrice	E POT	34150040091020	1993
The tale of Jemima Puddleduck / byBeatrice Potter	Potter, Beatrice	E POT	34150040091004	1993
The tale of Mr. Jeremy Fisher / byBeatrice Potter	Potter, Beatrice	E POT	34150040090980	1993
The tale of Peter Rabbit / byBeatrice Potter	Potter, Beatrice	E POT	34150040090972	1993
The tale of Squirrel Nutkin / byBeatrice Potter	Potter, Beatrice	E POT	34150040091012	1993
The tale of Tom Kitten / byBeatrice Potter	Potter, Beatrice	E POT	34150040090998	1993
Little Rabbit Foo Foo / retold by Michael Rosen ; illustrated by Arthur Robins	Rosen, Michael, 1946-	E ROS	34150045054056	1990
Teddy Bear bear, how are you?		E TED	34150040086509	1987
Teddy bear bear, what are you doing?		E TED	34150040086558	1987
Teddy bear bear, what do you say?		E TED	34150040086582	1987
The Wizard of Oz / adapted by Allen Chaffee, illustrated by Anton Loeb. Prepared under the supervision of Josette Frank	Baum, L. Frank (Lyman Frank), 1856-1919	FIC BAU	34150040052972	1950
A long way to go / by Zibby Oneal ; illustrated by Michael Dooling	Oneal, Zibby	FIC ONE	34150045038596	1992
Back Off, Bully Boys! / by Kitty Richards ; illustrated by Bob Ostrom	Richards, Kitty	FIC RIC	34150045047142	2004
Buzz Boy and Fly Guy / Tedd Arnold	Arnold, Tedd	LIT ARN	34150045068213	2010
Danny and the dog doctor / illustrated by Edgar Levy	Beim, Jerrold, 1910-1957	LIT BEI	34150040015441	1950
Gumdrop and the farmer's friend / Written and illustrated by Val Biro	Biro, Val, 1921-	LIT BIR	34150040061163	1968
Wilma and the water pistol that wouldn't shoot straight / by Nancy Roth Bjorkman ; illustrated by Ben F. Stahl	Bjorkman, Nancy Roth	LIT BJO	34150040052618	1976
Black, black, beautiful black / Pictures by Emmett Wigglesworth	Blue, Rose	LIT BLU	34150040009758	1969
Arthur's pet business / Marc Brown	Brown, Marc Tolon	LIT BRO	34150040006895	1990
Bad kitty / Nick Bruel	Bruel, Nick	LIT BRU	34150045107474	2005
Pinduli / Janell Cannon	Cannon, Janell, 1957-	LIT CAN	34150045102293	2004
Merry Christmas, from Biscuit / story by Alyssa Capucilli ; pictures by Pat Schories	Capucilli, Alyssa	LIT CAP	34150045053355	2001
Pete the cat. A pet for Pete / by James Dean	Dean, James, 1957-	LIT DEA	34150046126804	2014

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Pete the Cat : the first Thanksgiving / Kimberly & James Dean	Dean, Kimberly	LIT DEA	34150045126375	2013
The together book / written by Revena Dwight ; illustrated by Roger Bradfield, featuring Jim Henson's muppets	Dwight, Revena	LIT DWI	34150040048210	1971
Silverlicious / written and illustrated by Victoria Kann	Kann, Victoria	LIT KAN	34150045156125	2011
Polar bear, polar bear, what do you hear? / by Bill Martin, Jr. ; pictures by Eric Carle	Martin, Bill, 1916-	LIT MAR	34150011005942	1991
The rainbow fish / Marcus Pfister ; translated by J. Alison James	Pfister, Marcus	LIT PFI	34150021003952	1992
The supermarket / by Gail Saunders-Smith	Saunders-Smith, Gail	LIT SAU	34150045002931	1998
One fish, two fish, red fish, blue fish / by Dr. Seuss	Seuss, Dr	LIT SEU	34150041003669	1988
Caps for sale / written and illustrated by Esphyr Slobodkina	Slobodkina, Esphyr, 1908-	LIT SLO	34150045088369	1947
Surprise for a princess / by Jennifer Liberts Weinberg ; illustrated by Peter Emslie and Elisa Marrucchi	Weinberg, Jennifer	LIT WEI	34150002222506	2003
Elephants cannot dance! / by Mo Willems	Willems, Mo	LIT WIL	34150046184001	2009
I'm a frog! / by Mo Willems	Willems, Mo	LIT WIL	34150045159517	2013
My friend is sad / by Mo Willems	Willems, Mo	LIT WIL	34150045126458	2008
My new friend is so fun! / by Mo Willems	Willems, Mo	LIT WIL	34150045158287	2014
There is a bird on your head! / by Mo Willems	Willems, Mo	LIT WIL	34150045126540	2007
Wild animals / Joanna Bicknell ; [written by Claire Page]	Bicknell, Joanna	MISC BIC	34150045096693	2008
Opposites / Melanie Whittington and Andrea Pinnington	Whittington, Melanie	MISC WHI	34150045070581	2002
A Kwanzaa celebration : pop-up book / by Nancy Williams ; illustrated by Robert Sabuda	Williams, Nancy	MISC WIL	34150045037614	1995

## A G R E E M E N T

This Agreement, made and entered into at Twinsburg, Ohio, by authority of Chapter 755 and Section 3313.59 of the Ohio Revised Code ("R.C."), by and between the City of Reminderville (the "City"), an Ohio Municipal Corporation, and the Board of Education of the Twinsburg City School District (the "Board"), organized and existing by virtue of the General Laws of the State of Ohio.

WHEREAS, the City and the Board wish to cooperate in the provision of recreational activities pursuant to R.C. 3313.59 during the Summer of 2022 by having certain of the Board's school bus drivers drive the Board's school buses to transport persons participating in the City's Recreation Programs through Reminderville Athletic Club (the "City Program").

WHEREAS, the City may have various field trips in the Summer 2022 for which transportation is needed.

NOW, THEREFORE, it is hereby mutually agreed upon by and between the said contracting parties, as duly authorized by their governing bodies, as follows:

1. The Board or its designee shall designate school buses that may be used to transport children participating in the City Program as well as Chaperones, as defined in Paragraph 5 below, during the summer of 2022 when school is not in session and notify the City in writing of the designation, provided that such use does not interfere with the Board's need to use the buses for school purposes. The Board or its designee shall have the right to substitute like buses from time to time for any reason. The Board may also use the designated school buses for school purposes.
2. The City's Director of Community Programming ("Director"), or her designee, shall provide in writing to the Board or its designee a listing of the trips that will need a bus driver at least a month prior to the trip. The parties understand that the trips may change through the course of the programming. If such a change occurs the City shall notify the Board immediately and at least seven (7) days before the change goes into effect. The Board or its designee will then provide to the Director a list of the bus drivers that have been selected to transport participants in the City's Summer Program. The selection of these bus drivers will be pursuant to the language outlined in the District's TSSA Contract. During the City Program, any transportation of children from fixed Program sites to special locations (e.g. the zoo) shall be considered field trips. The list shall include each bus driver's name, address, and telephone number.
3. As between the Board and the City, the City shall be solely responsible for all costs associated with the use of Board school buses and drivers to transport persons participating in the City Programs. The City shall reimburse the Board for each bus driver's wage or salary plus an additional 16.1% of each driver's wage or salary, which said percentage increase reflects the Board's cost for driver benefits, required withholdings, employer contribution to pension system, worker's compensation premium, and unemployment compensation premium. The Board shall use the bus driver's summer bus route wage or field trip wage as applicable. The Board shall invoice the City for said services and the City shall pay the invoice within thirty (30) days of receipt.



4. The Parties understand that the Superintendent must issue a permit pursuant to O.A.C. 3301-83-16(A) for each bus trip taken pursuant to this Agreement that specifies the information listed in that regulation, including: date of trip; destination; purpose of trip; driver's name; bus registration number; total miles of the trip; designated stops; route map and/or written directions for destination). Prior to each bus trip, the Director shall provide the Superintendent with the information necessary for the Superintendent to issue the required permit.
5. Adult Chaperones may be present on a school bus only with the prior written approval of the Board's Superintendent or the Superintendent's designee, pursuant to O.A.C. 3301-83-16(B). "Chaperones" means any adult, whether or not employed by the City, including without limitation an advisor or counselor. "Chaperones" may also include a person currently employed by the Board but not currently in work status. The City shall provide a list of all staff and/or volunteers that may serve as Chaperones on any school bus for approval by the Board. The City shall complete at its expense or the expense of the Chaperone a criminal background check of each Chaperone and shall provide the results of each background check to the Board.
6. The Parties understand that the Board fuels its buses using only clean diesel fuel from the Board's fuel depot. The City shall reimburse the Board for the cost of fuel used by the buses servicing the City Program upon receiving each invoice for such costs from the Board.
7. The City shall pay to the Board One Dollar (\$1.00) per mile for use of the school buses to reimburse the Board for other operational costs incurred by the use of the Board's school buses upon receiving each invoice for such costs from the Board.
8. The City shall follow all current COVID-19 protocols required by the Board, which may include without limitation: all bus passengers shall use hand sanitizer provided by the City as they enter and exit a bus; passengers shall wear a face covering that covers the nose, mouth, and chin; passengers shall adhere to a seating chart; bus windows shall remain open to allow for air circulation.
9. If the City becomes aware that a passenger on a bus tests positive for COVID-19, if required, the City shall be responsible for completion of all contract tracing.
10. The City may levy a fee to all participants in the City Program to help defray overhead costs of transportation.
11. The City shall keep and maintain its own liability insurance coverage for the conduct of the City Program. The City shall provide the Board with a copy of all certificates of insurance and policies it purchases to comply with this paragraph.
12. The City shall hold harmless, indemnify, and defend the Board for any and all damage and/or injury caused in whole or in part by City employees or agents or by Chaperones in the operation of the City Program, including without limitation damage or injury caused by City employees or agents, or Chaperones, to participants in the City Program, to Chaperones, or to participants' or Chaperones' property, in conjunction with transportation for the City Program. Bus drivers are employees of the Board and are not employees or agents of the City. In order to effectuate the City's responsibility for

all damage and injury caused in whole or in part by City employees and agents in the operation of the City Program, the City shall cause the Board, including its members, officers, employees, and agents, to be named as additional insureds on one or more of the City's liability insurance policies such that at least \$1,000,000.00 coverage per occurrence is provided for damage or injury caused in whole or in part by City employees and agents in the operation of the City Program. The City shall provide the Board with a copy of the policy or policies showing the addition of insureds before any Board buses are used in the City Program.

**IN WITNESS WHEREOF**, the parties hereto do set their hands at the City of Twinsburg, Ohio, on the date hereinafter set forth.

**CITY OF  
REMINDERVILLE, OHIO**

**TWINSBURG CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Sam Alonso, Mayor

\_\_\_\_\_  
Kathryn Powers, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Martin Aho, Treasurer

Date: \_\_\_\_\_

By Authority of:

\_\_\_\_\_  
Mark Curtis, President  
Twinsburg City School District  
Board of Education

Date: \_\_\_\_\_

Approved as to legal form by:

\_\_\_\_\_  
Angela Lohan, Law Director

## A G R E E M E N T

This Agreement, made and entered into at Twinsburg, Ohio, by authority of Chapter 755 and Section 3313.59 of the Ohio Revised Code (“R.C.”), by and between the City of Twinsburg (the “City”), an Ohio Municipal Corporation, and the Board of Education of the Twinsburg City School District (the “Board”), organized and existing by virtue of the General Laws of the State of Ohio.

WHEREAS, the City and the Board wish to cooperate in the provision of recreational activities pursuant to R.C. 3313.59 during the Summer of 2022 when school is not in session by having certain of the Board’s school bus drivers drive the Board’s school buses to transport persons participating in the City’s Park & Recreation Programs (the “City Program”).

WHEREAS, the City may have various field trips in the Summer 2022 for which transportation is needed.

NOW, THEREFORE, it is hereby mutually agreed upon by and between the said contracting parties, as duly authorized by their governing bodies, as follows:

1. The Board or its designee shall designate school buses that may be used to transport children participating in the City Program as well as Chaperones, as defined in Paragraph 5 below, during the Summer 2022 and notify the City in writing of the designation, provided that such use does not interfere with the Board’s need to use the buses for school purposes. The Board or its designee shall have the right to substitute like buses from time to time for any reason. The Board may also use the designated school buses for school purposes.

2. The City’s Director of Parks and Recreation (“Director”), or his designee, shall provide in writing to the Board or its designee a listing of the routes and trips that will need a bus driver at least a month prior to the route or trip. The parties understand that the routes may change through the course of the programming as a result of different participants attending different sessions. If such a change occurs the City shall notify the Board immediately and at least seven (7) days before the change goes into effect. The Board or its designee will then provide to the Director a list of the bus drivers that have been selected to transport participants in the City’s Program. The selection of these bus drivers will be pursuant to the language outlined in the District’s TSSA Contract. The Board shall post routes (and provide a copy of the posting to the Director) that involve transporting children from their homes to fixed Program sites (e.g. the Twinsburg Fitness Center) individually for the City’s Program as summer bus routes. During the City’s Program, any transportation of children from fixed Program sites to special locations (e.g. the zoo) shall be considered field trips. The list shall include each bus driver’s name, address, and telephone number.

3. As between the Board and the City, the City shall be solely responsible for all costs associated with the use of Board school buses and drivers to transport persons participating in the City Programs. The City shall reimburse the Board for each bus driver’s wage or salary plus an additional 16.1% of each driver’s wage or salary, which said percentage increase reflects the Board’s cost for driver benefits, required withholdings, employer contribution to pension system,

worker's compensation premium, and unemployment compensation premium. The Board shall use the bus driver's summer bus route wage or field trip wage as applicable. The Board shall invoice the City for said services and the City shall pay the invoice within thirty (30) days of receipt.

4. The Parties understand that the Superintendent must issue a permit pursuant to O.A.C. 3301-83-16(A) for each bus trip taken pursuant to this Agreement that specifies the information listed in that regulation, including: date of trip; destination; purpose of trip; driver's name; bus registration number; total miles of the trip; designated stops; route map and/or written directions for destination). Prior to each bus trip, the Director shall provide the Superintendent with the information necessary for the Superintendent to issue the required permit.

5. Adult Chaperones may be present on a school bus only with the prior written approval of the Board's Superintendent or the Superintendent's designee, pursuant to O.A.C. 3301-83-16(B). "Chaperones" means any adult, whether or not employed by the City, including without limitation an advisor or counselor. "Chaperones" may also include a person currently employed by the Board but not currently in work status. The City shall provide a list of all staff and/or volunteers that may serve as Chaperones on any school bus for approval by the Board. The City shall complete at its expense or the expense of the Chaperone a criminal background check of each Chaperone and shall provide the results of each background check to the Board.

6. The Parties understand that the Board fuels its buses using only clean diesel fuel from the Board's fuel depot. The City shall reimburse the Board for the cost of fuel used by the buses servicing the City Program upon receiving each invoice for such costs from the Board.

7. The City shall pay to the Board One Dollar (\$1.00) per mile for use of the school buses to reimburse the Board for other operational costs incurred by the use of the Board's school buses upon receiving each invoice for such costs from the Board.

8. The City shall follow all current COVID-19 protocols required by the Board, which may include without limitation: all bus passengers shall use hand sanitizer provided by the City as they enter and exit a bus; passengers shall wear a face covering that covers the nose, mouth, and chin; passengers shall adhere to a seating chart; bus windows shall remain open to allow for air circulation.

9. If the City becomes aware that a passenger on a bus tests positive for COVID-19, if required, the City shall be responsible for the completion of all contact tracing.

10. The City may levy a fee to all participants in the City Program to help defray overhead costs of transportation.

11. The City shall keep and maintain its own liability insurance coverage for the conduct of the City Program. The City shall provide the Board with a copy of all certificates of insurance and policies it purchases to comply with this paragraph.

12. The City shall hold harmless, indemnify, and defend the Board for any and all damage and/or injury caused in whole or in part by City employees or agents in the operation of the City Program, including without limitation damage or injury caused by City employees or agents or by Chaperones to participants in the City Program, to Chaperones, or to participants' or Chaperones' property, in conjunction with transportation for the City Program. Bus drivers are employees of the Board and are not employees or agents of the City. In order to effectuate the City's responsibility for all damage and injury caused in whole or in part by City employees and agents in the operation of the City Program, the City shall cause the Board, including its members, officers, employees, and agents, to be named as additional insureds on one or more of the City's liability insurance policies such that at least \$1,000,000.00 coverage per occurrence is provided for damage or injury caused in whole or in part by City employees and agents in the operation of the City Program. The City shall provide the Board with a copy of the policy or policies showing the addition of insureds before any Board buses are used in the City Program.

**IN WITNESS WHEREOF**, the parties hereto do set their hands at the City of Twinsburg, Ohio, on the date hereinafter set forth.

**CITY OF TWINSBURG, OHIO**

**TWINSBURG CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

BY: \_\_\_\_\_ BY: \_\_\_\_\_

\_\_\_\_\_  
Ted Yates, Mayor

\_\_\_\_\_  
Kathryn Powers, Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Martin Aho, Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form by:

By Authority of:

\_\_\_\_\_  
City of Twinsburg Law Director

\_\_\_\_\_  
Mark Curtis, President  
Twinsburg City School District  
Board of Education

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Minutes of REGULAR Meeting

February 16, 2022

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