

AVON LAKE CITY SCHOOL DISTRICT
REGULAR BOARD OF EDUCATION MEETING
AVON LAKE HIGH SCHOOL L.A.K.E. CENTER



NOVEMBER 7, 2023

5:00 p.m. Regular Meeting (*please note time change*)

WELCOME

A. Call to Order

B. Roll Call

Members Present: Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Members Absent: Mrs. Gardiner

C. Pledge of Allegiance

SPECIAL PRESENTATIONS

Mrs. Gardiner entered at 5:04 p.m.

A. Avon Lake City Schools Foundation

Kristen Masa, President

Grants Presentation

<i>Sensory/Free Time Needs</i>	Lisa Petrella, Westview Elementary School	\$ 475.00
<i>Academic Challenge Team Supplies</i>	Kristin Castrilla, Learwood Middle School	\$ 898.00
<i>Career Pathways</i>	Kelly Kozar & Anna Marie Bair, Avon Lake High School	\$ 400.00
<i>Taking Clay to the Next Level</i>	Diane Chernisky, Redwood & Westview Elementary Schools	\$ 750.00
<i>Bass Bars & Beat Drums</i>	Kathy Walker, Erieview Elementary School	\$ 2,390.88
<i>One District One Book</i>	Heather Hamker and 4 Elementary Principals, for all 4 elementary schools	\$ 5,000.00
	GRAND TOTAL	\$ 9,913.88

B. Curriculum & Instruction Report

Dr. Jack Dibee, Jr., Assistant Superintendent

School Spotlight-Erieview Elementary School

Building A Legacy Update

Professional Learning Day

C. Update on Total Solar Eclipse

Erin Fach, Recreation Director, City of Avon Lake

PUBLIC PARTICIPATION

A. Public Participation

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public comment is the opportunity to make a comment to the Board. Anyone wishing to address the Board will be asked to state their name, address, and topic, and they will be given three (3) minutes to speak. **If several people wish to speak, each person is allotted three minutes until the total time of 30 minutes is used.** If your comment involves a problem with a student, employee, or Board member please do not address them by name. The primary role of the Board of Education is to listen and reflect on your comments. Sometimes Board members may respond or ask questions, but not always. Whether we respond or not, your input is valued.

136-23 APPROVAL OF REVISION OF MINUTES

To approve the following items from the Minutes of October 10, 2023

#132-23 Superintendent's Consent Items, Consent Item B, Certified Personnel

Julie Scanlan, Change in Contract FROM a revised position of Assistant Principal at Troy Intermediate School, .80 time, \$70,400 TO a revised position of Assistant Principal at Troy Intermediate School, .80 time (174 days), \$70,562.21

#132-23 Superintendent's Consent Items, Consent Item D, Supplemental Contracts

Ronald Warner FROM Assistant Coach, Basketball, Boys, Avon Lake High School, Year 1, \$5,121 TO Freshmen Coach, Basketball, Boys, Avon Lake High School, Year 1, \$4,390

Motion By: Mrs. Gardiner

Second By: Mr. Jantz

Ayes: Mrs. Gardiner, Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Motion Carried

137-23 APPROVAL AND SIGNING OF MINUTES

A. Approval of Minutes

Regular Meeting - October 10, 2023

Motion By: Mrs. Machovina

Second By: Mr. Sherban

Ayes: Mrs. Gardiner, Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Motion Carried

138-23 TREASURER'S CONSENT ITEMS

A. Regular Monthly Reports

To approve the treasurer's report, the monthly financial statement (including paying of bills) and the investments as presented by the Treasurer

B. Advance, Return Advances or Transfers

To authorize the Treasurer of the Avon Lake Board of Education to advance, return advances or transfer funds as needed

Advance \$10,704.11 from 001-0000 General Fund to 507-9223 ARP ESSER State Activity Supplement Grant

C. Amend Appropriations

To amend Appropriations for FY 2024 as needed

D. Approval of Then and Now Purchase Orders

To approve Then and Now purchase orders as presented by the Treasurer as needed

E. Set Amount for All Day Kindergarten for the 2024-2025 School Year

To set the amount of \$2,400 for All Day Kindergarten tuition for the 2024-2025 School Year (50% if Free Lunch student, 75% if Reduced Lunch student). A 10% discount is offered if the tuition is paid in full.

F. Set Amount for LEAPS for the 2024-2025 School Year

To set the amount of \$1,250 for LEAPS tuition for the 2024-2025 School Year (50% if Free Lunch student, 75% if Reduced Lunch student). A 10% discount is offered if the tuition is paid in full.

G. Approve Agreement with Rocky River City Schools

To approve an agreement with Rocky River City Schools to host "home" swim meets at Rocky River High School for the 2023-2024 swim season

Motion By: Mrs. Gardiner

Second By: Mr. Sherban

Ayes: Mrs. Gardiner, Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Motion Carried

139-23 SUPERINTENDENT’S CONSENT ITEMS

A. Certified Personnel

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following certified personnel recommendations:

Employment

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Salary
Kanuganti	Naveena	Home Instruction Tutor	3 hours per week	High School	2023-2024	10/23/2023	Level I-2, \$25.12

Retirement

Last Name	First Name	Position	Building	Effective Date
Carson	Leslie	Art Teacher	Learwood	05/31/2024

Additional Compensation

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Rate of Pay
Giomini	Scott	Troy Supervision	up to 12 hours	Troy	2023-2024	N/A	\$28.45
Moreck	Vaso	Training on new technology equipment	up to 10 hours	Learwood	2023-2024	N/A	\$28.45

B. Classified Personnel

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following classified personnel recommendations:

Employment

Last Name	First Name	Position	Hours/Days	Building	Contract	Effective Date	Salary
Lawson	Megan	Lunch Monitor	2.25 hours	Erievew	2023-2024	11/08/2023	Level 0, \$14.83 per hour
McChesney	Christine	Lunch Monitor	2.75 hours	Troy	2023-2024	11/15/2023	Level 0, \$14.83 per hour
McCollough	Gregory	Lunch Monitor	2 hours	Learwood	2023-2024	11/02/2023	Level 0, \$14.83 per hour
Morgan	Margaret	Lunch Monitor	2 hours	Learwood	2023-2024	11/06/2023	Level 0, \$14.83 per hour

Support Staff Substitutes

Gulgas	Madeleine	Substitute	N/A	District	N/A	10/16/2023	Sub Rate
McCollough	Gregory	Substitute	N/A	District	N/A	11/02/2023	Sub Rate

Resignation

Last Name	First Name	Position	Building	Effective Date
Hessel	Karen	Instructional Paraprofessional	Redwood - LEAPS Program	11/17/2023

Retirement

Last Name	First Name	Position	Building	Effective Date
Vorisek	Christine	Office Assistant	Troy	03/01/2024

Change in Contract

Last Name	First Name	From	To	Effective Date
Ellis	Randi	Lunch Monitor, Erieview, 2.25 hours, Level 0, \$14.83	Assistant Cook, Erieview, 3.5 hours, Level 0, \$14.83	12/04/2023
Zanny	Cynthia	Bus Driver, Transportation, 4 hours, Level 3, \$25.50 AND Lunch Monitor, Learwood, 2 hours, Level 2, \$15.39	Bus Driver, Transportation, 4 hours, Level 3, \$25.50 AND Assistant Cook, Learwood, 3 hours, Level 2, \$15.39	11/06/2023

Leave of Absence

Last Name	First Name	Building	Start Date	Return Date
Gagnon	Laura	Transportation	08/21/2023	10/23/2023 *
Hill	Linda	High School	11/27/2023	01/02/2024
* Return date adjusted				

C. Supplemental Contracts

(Contingent upon a satisfactory criminal records check and applicable certification requirements as specified by law)

To resolve to approve the following supplemental contract recommendations:

Supplemental Contracts

Last Name	First Name	Position	Building	Effective Date	Salary
Athletic Supplementals					
Appel	Paul	Head Coach, Basketball, Girls	High School	2023-2024	Year 2, \$7,675
Batesole	Briana	Assistant Coach, Swim/Dive, .65 time	High School	2023-2024	Year 10, \$2,633.15
Baum	Corbin	Freshmen Coach, Basketball, Girls	High School	2023-2024	Year 2, \$3,128
Cardamone	Gabrielle	Head Coach, Gymnastics	High School	2023-2024	Year 2, \$2,751
Collier	Matthew	Assistant Coach, Bowling, Boys	High School	2023-2024	Year 5, \$2,677
Copfer	Dennis	Head Coach, Wrestling, Girls	High School	2023-2024	Year 2, \$6,227
Croy	Timothy	Assistant Coach, Dive	High School	2023-2024	Year 35, \$4,457
Darr	Joshua	Assistant Coach, Basketball, Girls	High School	2023-2024	Year 7, \$6,202
Devere	Megan	Assistant Coach, Cheerleading, Winter	High School	2023-2024	Year 2, \$2,230
Fitch	Kevin	Assistant Coach, Basketball, Boys	High School	2023-2024	Year 24, \$7,159
Gallagher	William	Head Coach, Bowling, Girls	High School	2023-2024	Year 7, \$4,012
Gill	John	Assistant Coach, Wrestling	High School	2023-2024	Year 2, \$4,359
Hobar	Albert	Head Coach, Wrestling	Learwood	2023-2024	Year 4, \$3,135
Marlow	Kevin	Coach, Basketball, Girls, Grade 8 Gold	Learwood	2023-2024	Year 14, \$4,909
Marsala	Dina	Head Coach, Cheerleading, Winter	High School	2023-2024	Year 7, \$3,677

141-23 SUPERINTENDENT'S DISCUSSION/ACTION ITEMS

A. Agreement Clarifying Terms of Separation

To accept the Agreement Clarifying Terms of Separation for Lori Dubosh

Motion By: Mrs. Gardiner

Second By: Mr. Jantz

Ayes: Mrs. Gardiner, Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Motion Carried

142-23 SUPERINTENDENT'S DISCUSSION/ACTION ITEMS

A. School Facilities Use Agreement - 2024 Total Solar Eclipse Watch Party

This School Facilities Use Agreement (this "Agreement") is entered into effective as of the last date of execution below by and between the City of Avon Lake, Ohio (the "City") and the Board of Education of the Avon Lake City School District (the "School District"). (The City and the School District are hereinafter sometimes referred to individually as a "Party" and together as the "Parties.")

WHEREAS, the School District owns and maintains a football stadium, an auxiliary gym, and parking lots located on the School District's high school campus (the "Facilities"); and

WHEREAS, subject to the terms hereof, the City desires to rent and use, and the School District desires to allow the City to rent and use, the Facilities for a City-sponsored event to observe the total solar eclipse to occur in April 2024 as described herein;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term; Termination.** The term of this Agreement shall commence on April 5, 2024, and continue in effect until April 8, 2024 (during the times specifically set forth below), unless earlier terminated as provided herein (the "Term").
 - a. **April 5, 2024:** The City shall be permitted access to and use of the Facilities beginning at 8:00 a.m. until 5:00 p.m.
 - b. **April 6, 2024:** The City shall be permitted access to and use of the Facilities beginning at 8:00 a.m. until 5:00 p.m.
 - c. **April 7, 2024:** The City shall be permitted access to and use of the Facilities beginning at 8:00 a.m. until 5:00 p.m.
 - d. **April 8, 2024:** The City shall be permitted access to and use of the Facilities beginning at 8:00 a.m. until 7:00 p.m.

At the expiration of the times set forth above for the permitted access to and use of the Facilities by the City, the City shall immediately cause the Facilities to be peaceably vacated by its employees, representatives, and agents and by the attendees of the Watch Party (defined below). If the City is in breach of this Agreement and such breach is not promptly cured to the satisfaction of the School District, the School District, in its sole discretion, may immediately terminate this Agreement.

2. **Access to and Use of the Facilities; Compliance with Laws.** Upon execution of this Agreement, the City agrees to pay to the School District a rental fee in the amount of Sixteen Thousand Dollars (\$16,000), which is calculated based on a charge in the amount of Twenty Dollars (\$20) per each of the eight hundred (800) parking spaces that shall be available at the Facilities for attendees of the Watch Party (the "Fee"). The Fee is due and payable to the School District not later than fourteen (14) days

prior to the commencement of the Term. The City hereby represents and warrants that its use of the Facilities is for the sole and exclusive purpose of hosting for the general public a total solar eclipse

watch party in accordance with the terms and condition herein (the "Watch Party"). The City shall comply with, and shall require the attendees of the Watch Party to comply with, all applicable federal, state and other laws while at the Facilities. At no time shall the City allow occupancy of the Facilities (or any part thereof) to exceed the maximum permitted occupancy. The City shall comply with all applicable School District policies, rules, and regulations, including without limitation all terms and conditions set forth in the Application-Permit for the Use of School Facilities and all provisions of Board Policy KG-R (Community Use of School Facilities), copies of which are attached hereto and made a part hereof as if set forth in full herein. Notwithstanding anything in this Agreement to the contrary, if and to the extent there are any inconsistencies, conflicts, or ambiguities between or among this Agreement and the Application-Permit for the Use of School Facilities and/or Board Policy KG-R (Community Use of School Facilities), the City hereby agrees that it shall comply with the more stringent requirements, including without limitation any insurance and/or indemnification requirements, in accordance with the School District's reasonable interpretation.

3. **Costs and Reimbursement.** The City shall be solely responsible for all costs and expenses associated with the Watch Party including without limitation all liabilities, food and libations, transportation, communication, entertainment, whether provided by the City or third parties. The City shall pay for the repair of any and all damage to the Facilities or equipment located at the Facilities caused by the City or the attendees of the Watch Party or resulting from the City's use of the Facilities.

4. **Personal Property and Accommodations.** With the School District's prior written consent, which consent may be granted or withheld in the School District's sole discretion, the City may provide additional accommodations at the Facilities for the attendees of the Watch Party. In the event that such consent is granted by the School District, the City shall make such installation at its own cost and expense and strictly in compliance with any specifications, requirements or limitations imposed by the School District. At the conclusion of the Watch Party, or earlier termination of this Agreement, the City shall remove any such accommodations made by the City at the Facilities, at the City's sole expense. The City shall use every reasonable precaution to protect the Facilities against damage. The City shall be liable for any damage to the Facilities resulting from the City's breach of its obligations hereunder. Subject to reasonable wear and tear, the City is expected to return the Facilities to their original state of maintenance and repair upon the expiration or termination of this Agreement. The City may provide for concessions services at the Facilities for the Watch Party at its sole cost and expense subject to the approval of the School District. The School District reserves the right to determine that the sale of concessions is not appropriate and restrict such sale or to limit the sale and consumption of such concessions in its sole discretion.

5. **Insurance.** At all times during the Term, the City shall maintain a liability insurance policy that will cover all risks of the City's use of the Facilities, including without limitation all risks to the School District and any attendees of the Watch Party, in an amount of not less than Ten Million Dollars (\$10,000,000.00). The City shall add the School District to the City's policy as a loss payee and an additional insured, at the City's sole expense. The City shall require each and every vendor at the Watch Party to maintain a liability insurance policy with coverage limits as appropriate for the services being provided by the vendor at the Watch Party and shall require the vendor to add the School District to the vendor's policy as a loss payee and an additional insured, at the vendor's sole expense. Not later than fourteen (14) days prior to commencement of the Term, the City shall furnish to the School District certificates of insurance evidencing the insurance coverages required hereunder for the City and each and every vendor. The limits of insurance required by this Agreement or carried by the City shall not limit the liability of the City nor relieve it of any obligation hereunder, including without limitation its obligation to indemnify the School District.

6. **Indemnification.** The City agrees to indemnify and hold harmless the School District, its board members, officers, employees and agents from and against any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, or judgments (including

reasonable attorney fees) that are asserted against, imposed upon or incurred or suffered by the School District as a result of, arising out of, or related to any act or omission by the City under this Agreement. This Section shall survive the expiration or termination of this Agreement.

7. **Assumption of Risk.** The City acknowledges, having inspected the Facilities, that it is familiar with the condition thereof, and accepts access to the Facilities under existing conditions. It is understood and acknowledged that the School District makes no warranty, either express or implied, as to the condition of the Facilities.
8. **Clean-Up.** At the conclusion of the Watch Party, the City shall inspect the Facilities for, and clean up and remove, all trash, debris and other items related to the Watch Party. In the event that any snow shall need to be removed from the parking lots or any other part of the Facilities in connection with the Watch Party, the City shall be solely responsible for removing the snow and all costs associated therewith.
9. **Waiver.** Failure of a Party to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be construed as a waiver of such terms, covenants, or conditions.
10. **Modification.** No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing and signed by both Parties.
11. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. **Binding Effect; Assignment.** This Agreement shall inure to the benefit of and be binding on the Parties and their respective legal representatives, successors, and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
14. **Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations (written or oral) with respect thereto.
15. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Ohio without regard to any such laws relating to choice or conflicts of laws.
16. **Notices.** All written notices given to or made by either Party to the other in connection with this Agreement shall be mailed by first class U.S. mail, postage prepaid, or sent by a reputable courier service to the other Party at the address identified for that Party herein below.
17. **No Third-Party Beneficiary.** None of the provisions in this Agreement are for the benefit of or are enforceable by any third party.

Motion By: Mrs. Machovina

Second By: Mrs. Gardiner

Ayes: Mrs. Gardiner, Mr. Jantz, Mrs. Machovina, Mr. Sherban, Mr. Stobe

Motion Carried

SUPERINTENDENT'S DISCUSSION ONLY

A. First Reading of Proposed Revisions to the Avon Lake Board of Education Policy Manual

To approve a First Reading of the following proposed policy revisions to the Avon Lake Board of Education Policy Manual:

