



**Nordonia Hills
Board Of Education
9370 Olde Eight Road
Northfield, Ohio 44067**

**BOARD MEETING
AGENDA
November 28, 2011**

Doug Masteller, President	330.468.1036
Greg Harris, Vice President	330.468.3685
Daniel Gallagher	330.467.9307
Betty Klingenberg	330.467.0571
Kim Sethna	330.468.0317

J. Wayne Blankenship
Superintendent
330.467.0580

Kevin Staller
Treasurer
330.467.0580

www.nordoniaschools.org

PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board of Education recognizes the value to school governance of public comment on educational issues and the importance of allowing members of the public to express themselves on school matters of community interest.

Any person or group wishing to place an item on the agenda shall register their intent with the Superintendent no later than ten (10) days prior to the meeting and include:

- A. Name and address of the participant;
- B. Group affiliation, if and when appropriate;
- C. Topic to be addressed.

Such requests shall be subject to the approval of the Superintendent and the Board President.

In order to permit the fair and orderly expression of such comment, the Board shall provide a period for public participation at every meeting of the Board and publish rules to govern such participation in Board meetings.

The presiding officer of each Board meeting at which public participation is permitted shall administer the rules of the Board for its conduct. Although the Board has adopted Robert's Rules of Order, they may not be followed in regard to public participation.

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted as indicated on the order of business.
- B. Anyone having a legitimate interest in the actions of the Board may participate during the public portion of a meeting.
- C. Participants must be recognized by the presiding officer and will be requested to preface their comments by an announcement of their name, address, and group affiliation, if and when appropriate.
- D. Each statement made by a participant shall be limited to five (5) minutes duration, unless extended by the presiding officer. Each participant must register with the Board including name, address, telephone no., and topic.
- E. No participant may speak more than once on the same topic unless all others who wish to speak on that topic have been heard.
- F. All statements shall be directed to the presiding officer; no person may address or question Board members individually.
- G. Tape or video recordings* are permitted, providing the person operating the recorder has contacted the Superintendent prior to the Board meeting to review possible placement of the equipment, and agrees to abide by the following conditions:
 - 1. No obstructions are created between the Board and the audience.
 - 2. No interviews are conducted in the meeting room while the Board is in session.
 - 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

* Nordonia Hills City School District Board of Education meetings are broadcast on Channel 25 and tapes of the meetings are available upon request.

- H. The presiding officer may:
 - 1. Interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
 - 2. Request any individual to leave the meeting when that person does not observe reasonable decorum;
 - 3. Request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting;
 - 4. Call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

ORDER OF BUSINESS

November 28, 2011

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. MINUTES Special Meeting: 10/6/11, 10/17/11, 10/26/11
 Regular Meeting: 10/17/11

4. COMMUNICATION
 - Community Connection - Nordonia Schools Foundation – Marcie Murphy
 - Project Citizen/Recycling Project
 - RttT Update - Irene

5. COMMENDATION
 - Students: **Connor Greenwood, Jonathon Cosman and Keyshaun Smith** for their work as chairs on the student levy group.
 - **Anne & Matt Berardinelli, Lisa & Steve Dressig, Linda & Jeff Luce, Jennie Vasarhelyi, Jenna Jacofsky and Ken Greer** for their work as levy volunteers extraordinaire.
 - **Cherrie Jacofsky** – Levy Co-Chair
 - **Chad Lahrmer** – Levy Co-Chair
 - **Charles Frazzin** – Levy Treasurer

6. DONATIONS
 - The Nordonia Band Aides – labor and materials for new concrete pad to be used by the High School Band
Mike Carr - Carr Brothers Concrete Company
Jim Dombroski – Brandywine Construction
Band Dads: **Chris Mong, Jamie Mong, Dave Brookover, Rob Doty, Gregg Dockery, Chip Davis, Charlie Shuster, David Netzband, Gregg Minnear, Mike Zaccardi**
The value of this donation is \$2000.

7. OPEN FORUM

8. PRESIDENT'S REPORT
 - Finance Committee
 - OSBA Legislative Liaison
 - OSBA Student Achievement Liaison
 - Curriculum Liaison
 - Facilities Liaison
 - Policies and Procedures
 - Public Relations Liaison
 - Cuyahoga Valley Career Center
 - Athletic Advisory Committee
 - Tax Incentive Review Board
 - Technology and Information Systems

9. SUPERINTENDENT'S REPORT
10. TREASURER'S REPORT
11. EXECUTIVE SESSION
12. ADJOURN – WELCOME RECEPTION FOR NEW SUPERINTENDENT

NEXT MEETING December 19, 2011 (Time TBA)

In the interest of saving duplicating costs, minutes from the previous Board meeting are only provided to Board members. Detailed listings of all expenditures are filed in the Treasurer's office. Anyone interested in seeing a copy of the minutes or reviewing public financial records may contact the Treasurer's office.

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PRESIDENT'S REPORT
November 28, 2011

1. RESOLUTION TO APPOINT DR. JOE CLARK, AS SUPERINTENDENT OF SCHOOLS OF THE NORDONIA HILLS CITY SCHOOL DISTRICT FOR A TERM COMMENCING DECEMBER 1, 2011 THROUGH AND INCLUDING JULY 31, 2014

WHEREAS, effective December 1, 2011, a vacancy will exist in the Office of Superintendent of Schools for the Nordonia Hills City School District; and

WHEREAS, the Board has determined to employ Joe Clark as Superintendent of Schools for the Nordonia Hills City School district and

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

- Dr. Joe Clark is hereby employed to serve as Superintendent of Schools for the Nordonia Hills City School District effective December 1, 2011 through and including July 31, 2014, in accordance with the provisions of a Contract of Employment between the Board and Dr. Joe Clark.
- The President and Treasurer of the Board are hereby authorized and directed to execute the Contract of Employment and such other papers as may be necessary to effectuate and implement the terms and intent of this Resolution.
- It is hereby found and determined that all formal actions of this Board concerning and relating to adoption of this Resolution were adopted in an open meeting of this Board and that all deliberations of this Board resulted in these formal actions were in compliance with the law.

SUPERINTENDENT'S REPORT
NOVEMBER 28, 2011

1. RECOMMENDATION TO APPROVE REVISED POLICIES
(Final Reading – Action Required)

1422.02/3122.02/4122.02	Nondiscrimination Based on Genetic Information of the Employee (Revised)
1432/3432/4432	Sick Leave (New)
1460/3160/4160	Physical Examination (Revised)
1461/3161/4161	Unrequested Leave of Absence/Fitness for Duty (Revised)
1623/3123/4123	Section 504/ADA Prohibition Against Disability Discrimination in Employment (New)
5113.02	School Choice Options Provided by the No Child Left Behind Act (Revised)
5460	Graduation Requirements (Revised)
6152.01	Waiver of School Fees for Instructional Materials (Revised)
8510	Wellness (Revised)
9160	Public Attendance at School Events (Revised)

2. RESOLUTION RETAINING CERTAIN PROFESSIONAL SERVICES OF PEPPLER & WAGGONER, LTD., IN CONNECTION WITH LEGAL MATTERS RELATING TO EDUCATION AND THE OPERATION OF THE SCHOOL DISTRICT

The Superintendent recommends that the Board adopt the following resolution to permit the Administration to use the legal services of Pepple & Waggoner, LTD. This firm will be used in connection with legal matters relating to education and the operation of the school district.

The Superintendent recommends that the Board adopt the following resolution as stated.

BE IT RESOLVED by the Board of Education of the Nordonia Hills City School District, Summit County, Ohio as follows:

SECTION 1: The services of Pepple & Waggoner, Ltd., are hereby retained, effective November 28, 2011, such legal services to be in the nature of legal representation, including, but not limited to, appearances in court, advice, opinions, appearances before the State Employment Relations Board and recommendations that may from time to time be requested by this Board, Superintendent or Treasurer concerning legal matters relating to education and the operation of the School District. Such services may include the review of any and all records of the client in this attorney-client relationship. In rendering such legal services, as an independent contractor and in an attorney-client relationship, said Pepple & Waggoner, Ltd., shall not exercise any administrative discretion on behalf of this Board in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or city or of this Board, or the execution of public trusts. Such services may be terminated at any time by the Board or said Pepple & Waggoner Ltd., by written notice to the other.

SECTION 2: For such legal and consultative services, said Pepple & Waggoner, Ltd., shall be paid reasonable fees as approved by the Board, and shall be reimbursed for actual out-of-pocket expenses incurred in rendering such services.

SECTION 3: All notices and proceedings relating to this meeting and the actions of the Board of Education have been in compliance with the provisions of Section 121.22 of the Ohio Revised code.

3. RECOMMENDATION TO APPROVE A CONTRACT WITH THE EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

The Superintendent recommends approval of the agreement with the Educational Service Center of Cuyahoga County for Intern School Psychologists (no cost), one teacher of visually impaired as needed, one orientation & mobility instructor as needed, one teacher of hearing impaired as needed, one Brailist as needed, and one Brailist aide as needed for the 2011-12 school year. This contract will not exceed \$7,500.
(Exhibit #S1)

4. RECOMMENDATION TO APPROVE A CONTRACT WITH THE EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

The Superintendent recommends approval of an agreement with the Educational Service Center of Cuyahoga County for Audiology and Hearing Impaired services for the 2011-12 school year, not to exceed \$10,000.
(Exhibit #S2)

5. RECOMMENDATION TO APPROVE A CONTRACT WITH THE EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

The Superintendent recommends approval of an agreement with the Educational Service Center of Cuyahoga County for Visual Impairment services for the 2011-12 school year, not to exceed \$10,000.
(Exhibit #S3)

6. RECOMMENDATION TO APPROVE AGREEMENT WITH CLEVELAND CLINIC SPORTS HEALTH

The Superintendent recommends approval of an agreement with Cleveland Clinic Sports Health in the Amount of \$8,740 per year for athletic training services from 6/1/11 through 5/31/12.
(Exhibit #S4)

7. RECOMMENDATION TO APPROVE ADDENDUM TO THE AKRON AREA YMCA CONTRACT

The Superintendent recommends the approval of an addendum to the Akron Area YMCA contract. Increase to contract is estimated to be \$3838.
(Exhibit #S5)

8. RESOLUTION DECLARING TRANSPORTATION IMPRACTICAL FOR CERTAIN IDENTIFIED STUDENTS

WHEREAS the student(s) identified below have been determined to be residents of this school district, and eligible for transportation services; and

WHEREAS after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for these student(s) to their selected school(s); and

WHEREAS the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportation

5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

WHEREAS the option of offering payment in lieu of transportation is provided in Revised Code;

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

Section 1. This Board hereby approves the declaration of impractical to transport for the identified students, and offering them payment in lieu of transportation.

Section 2. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Resolution shall be in full force and effect from and immediately upon its adoption.

<u>Student Name</u>	<u>School Selected</u>	<u>Parent/Guardian Name</u>
Aaron Bielecki	Seton Catholic	Raymond Bielecki
Matthew Bielecki	Seton Catholic	Raymond Bielecki
Sarah Boodjeh	St. Columbkille	Michelle Boodjeh
Jacob Boodjeh	St. Columbkille	Michelle Boodjeh
Yasin Bounacer	South Suburban Montessori	Hicham Bounacer
Delaney Buck	Old Trail	Jennifer Buck
Macey Buck	Old Trail	Jennifer Buck
Alexander Byers	St. Michael's	Karen Byers
Drake Cano	Old Trail	Leslie Cano
Lindsay Carter	Lawrence School, B-B Hts	M/M Carter
Issac Collier	Hudson Montessori	John Collier
Olivia Collier	Hudson Montessori	John Collier
Alyssa Collier	Hudson Montessori	John Collier
Rocco Covelli	Saint Monica's	Danielle Covelli
Jared Crider	Old Trail	Elliot/Renee Crider
Malaya Cullen	Seton Catholic	Dawn Cullen
Abigail Davis	Lawrence School, B-B Hts	Meredith Davis
Annalexis Davis	Lawrence School, B-B Hts	Meredith Davis
Ronna Erenstoff	South Suburban Montessori	Jonathan Erenstoff
Emily Forgach	Seton Catholic	Erin Forgach
Ella Forgach	Seton Catholic	Erin Forgach
Barbara Garran	St. Michael's	Joanette Garran
Emma Groppe	Seton Catholic	Robert Groppe
Ethan Groppe	Seton Catholic	Robert Groppe
Lexi Guc	Old Trail	Karen Guc
Briana Harrison	St. Mary Byzantine	Deborah Harrison
Jack Hartman	Lawrence School	Christine Hartman
Alexander Hite	South Suburban Montessori	Pamela Elliot
Brady Joyce	Seton Catholic	Matt Joyce
Liam Joyce	Seton Catholic	Matt Joyce
Sidney Katona	St. Michael's	April Katona
Joseph Costarella	St. Monica's	Denise Kresevic
Emma Lally	Seton Catholic	Christine Lally

Jacqueline Marquart	South Suburban Montessori	Gregory Matyja
Sarah Matyja	Seton Catholic	James McConnaughey
James McConnaughey	Hudson Montessori	James McConnaughey
Michael McConnaughey	Hudson Montessori	Jack Mitstifer
Jake Mitstifer	Hudson Montessori	Jack Mitstifer
Cate Mitstifer	Hudson Montessori	Donald Moore
Donald Moore	South Suburban Montessori	M/M Morcos
Roy Morcos	Seton Catholic	Thomas Mullen
Thomas Mullen	Old Trail	Christian Ochei
Christian Ochei	St. Michael's	M/M Olsen
Matthew Olsen	Lawrence School, B-B Hts	Onofrio Palazzolo
Nicholas Palazzolo	Julie Billiard	Gautam/Roma Patel
Nikhil Patel	Old Trail	M/M Percy
Lydia Percy	Hudson Montessori	David Peterson
Isabel Peterson	Seton Catholic	Jason Perry
Audrey Perry	Hudson Montessori	Paul Plaspohl
Nathaniel Plaspohl	Seton Catholic	Paul Plaspohl
Elena Plaspohl	Seton Catholic	Paul Plaspohl
Amelia Plaspohl	Seton Catholic	Gadecal Reddy
Karthik Reddy	Seton Catholic	Gadecal Reddy
Nita Reddy	Seton Catholic	Russell Rich
Isabella Rose	St. Michael's	John Sinopoli
Alexandria Sinopoli	St. Michael's	John Sinopoli
Julianna Sinopoli	St. Michael's	John Sinopoli
Angelina Sinopoli	St. Michael's	Mary Sitarz
Samantha Sitarz	St. Michael's	Mary Sitarz
John Sitarz	St. Michael's	John Sitarz
Joseph Sitarz	St. Michael's	Pam Skelton
James Skelton	St. Michael's	Pam Skelton
Sydney Skelton	St. Michael's	Jeffrey Snell
Logan Snell	Old Trail	Virginia Stone
Melissa Stone	Laurel School	Jeffrey Teller
Claire Teller	St. Michael's	Anthony Thomas
Alexandria Thomas	Hudson Montessori	Anthony Thomas
Christopher Thomas	Hudson Montessori	James Trimpe
Jack Trimpe	Hudson Montessori	Robert Voth
Hayden Voth	Old Trail	Robert Voth
Robert Voth	Old Trail	

9. RECOMMENDATION TO APPROVE AGREEMENT WITH MACEDONIA FAMILY RECREATION NATATORIUM FOR USE OF THEIR FACILITIES TO BE USED BY NORDONIA SWIM TEAM

The Superintendent recommends approval of an agreement with Macedonia Family Recreation Natatorium for the use of their facilities by Nordonia Swim Team. The rental fee for the 2011-12 season is \$12,240.
(Exhibit #S6)

10. RESOLUTION ACCEPTING THE LOWEST RESPONSIBLE BID FOR THE RUSHWOOD ELEMENTARY SCHOOL SANITARY IMPROVEMENTS AND SSE PROJECT

WHEREAS, pursuant to Section 3313.46 of the Revised Code, after advertising for bids for a period of at least two weeks, this Board received competitive bids for the Rushwood Elementary School Sanitary Improvements and SSE Project; and

WHEREAS, the Business Director has recommended the award of the Project to M. Campbell Contracting, LLC.;

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

Section 1. The base bid of M. Campbell Contracting, LLC., in the amount of \$197,825.00 is determined to be the lowest responsible bid for the Rushwood Elementary School Sanitary Improvements and SSE Project and is accepted by this Board.

Section 2. The Treasurer is authorized and directed to give written notice of the acceptance to the successful bidder at the address specified on the bid forms submitted by that bidder.

Section 3. The Treasurer is authorized and directed to return the bid and performance bond, certified check, cashier's check, money order or letter of credit submitted by each unsuccessful bidder to such bidder.

Section 4 The President and Treasurer of this Board are authorized and directed to execute, on behalf of this Board, a contract with the successful bidder in a form to be negotiated by the Business Director on such terms as are consistent with this resolution, the plans and specifications for the Project and the successful bid received. The Business Director is authorized and directed to negotiate and execute an agreement with the successful bidder extending the time for executing the contracts with the bidder, pursuant to Ohio Revised Code Section 153.12, as may be necessary and in the best interest of the School District.

Section 5. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board or committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 6. This Resolution shall be in full force and effect from and immediately upon its adoption.
(Exhibit #S7)

11. RESOLUTION IN OPPOSITION TO HB 136

The Superintendent recommends a resolution in opposition to HB 136.
(Exhibit #S8)

12. RESOLUTION AUTHORIZING NORDONIA HILLS TO ENTER INTO AN AGREEMENT WITH CFFO

The Superintendent recommends approval of an agreement with the Coalition for Fiscal Fairness in Ohio.
(Exhibit #S9)

**13. RECOMMENDATION TO APPROVE PERSONNEL ITEMS
(May be handled as one motion)**

CERTIFIED:

RESIGNATION

Kristen Lewis, HS Guidance Counselor, effective 11/7/2011

Joy Ellis, LE Intervention Specialist, effective 11/10/2011

SUPPLEMENTAL CONTRACTS

HS 9 TH Grade Class Advisor	Molly Sawyer	4%*
HS 10 th Grade Class Advisor	Aaron Coleman	4%*
HS 11 TH Grade Class Advisor	David Carter	5%*

*(pro-rated 3/4 of school year – 11/1/11 – 6/12/12)

EXTENDED TIME

Annette Fuldauer-Lang	5.0 days	High School Librarian
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TITLE I BUILDING COORDINATORS

The Superintendent recommends that the following employees be reimbursed at the employee's hourly rate for their work as Title I Coordinators during the 2011-2012 school year using Title I funds:

Dan Boyle	Alison Monsman	Michelle Kerns
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TITLE I BEFORE AND AFTER SCHOOL MATH PROGRAM

The Superintendent recommends that the following employees be reimburse at the employee's hourly rate for their work on the Title I math program before and after school at Lee Eaton, Ledgeview, and Rushwood using Title I funds:

Cheryl Harrell	Sharon Aloisi	Kathy Goodson	Dawn Soukup
Robin Ramsay	Amy Sopata		

TUITION REIMBURSEMENT

Kristin Ackerman	\$800.00
Sharon Aloisi	\$445.00
Megan Bailey	\$800.00
Alice Bender	\$445.00
Elaine Beno	\$170.00
Shannon Blair	\$450.00
David Carter	\$250.00
Matt Cash	\$800.00
Lynn Ciccantelli	\$800.00
Amie Cornell	\$708.00
Jacklyn Czekaj	\$800.00
Lori Day	\$495.00
Colleen Doherty	\$590.00
George Edgar	\$660.00
Ryan Edler	\$800.00
Hallie Eland	\$325.00
Sarah Felker	\$690.00
Renee Foerster	\$800.00
Annette Fuldauer-Lang	\$800.00
Carm Gaffney	\$800.00
Michael Griffen	\$800.00
Ronald Gura	\$ 99.00
Michael King	\$800.00
Nancy Lineburgh	\$175.00
Cynthia Maher	\$700.00
Janet Mankamyer	\$675.00

Marcia Marrero	\$592.00
Kelly Mileti	\$800.00
Jacqueline Misiak	\$800.00
Lauren Orszag	\$800.00
Sarah Polito	\$800.00
Andrea Pylypiak	\$479.00
Robert Rardin	\$460.00
Mary Ravida	\$800.00
Janis Roskoph	\$649.00
Diana Royski	\$700.00
Trishah Snowden	\$800.00
Angie Stone	\$362.00
Janet Tylicki	\$800.00
Shyla Urban	\$800.00
Renee Ventre	\$175.00
Carolyn Victor	\$435.00
Jennifer Wilhelm	\$495.00
Stephanie York	\$800.00

EDUCATIONAL ADJUSTMENT

	<u>From:</u>	<u>To:</u>
Kristin Ackerman	BS+15	MA
Brenda Basch	BS+30	MA
Elaine Beno	MA+15	MA+30
Alice Bender	MA	MA+15
Jodi Campbell	BS+15	MA
Matt Cash	BS	MA
Lynn Ciccantelli	MA+30	Ph.D.
Aaron Coleman	BS	BS+30
Amie Cornell	MA	MA+15
Stacy Cravener	MA	MA+15
Crystal Dangler	BA+15	MA
Wendy Dunham	MA	MA+15
George Edgar	BS	BS+15
Ryan Edler	MA	MA+15
Renee Foerster	BS+15	MA
Jessica Goodrich	BS+15	MA
Ron Gura	BS+30	MA
Amanda Juhasz	BS+15	MA
Gary Kanaga	BS+15	BS+30
Raymond Killian	MA+15	MA+30
Michael King	BS+30	MA
Annette Fuldauer-Lang	MA+15	MA+30
Nathan Loman	MA+15	MA+30
Heather MacRaid	MA	MA+15
Janet Mankamyer	MA	MA+15
Ron Merhar	MA	MA+30
Tim Naujoks	MA+15	MA+30
Brent Nenadal	BS+30	MA
Nichole Notarian	BS+15	MA
John O'Brien	MA	MA+15
Sarah Paris	MA	MA+15
Frank Pilato	BS	MA
Angela Rapchak	BS+15	MA
Mary Ravida	MA+15	MA+30
Justin Shank	MA	MA+30

Trishah Snowden	BS	BS+15
Elizabeth Snyder	BS+15	BS+30
Steven Testa	MA+15	MA+30
Janet Tylicki	BS+15	MA+15
Shyla Urban	BS+15	MA
Rachel Vanderground	BS	MA
Jason Witschey	BS+15	MA
Stephanie York	BS	MA+15

SUPPLEMENTALS

(High School Non-Athletics)

HS Guidance Dept. Chairperson	Kristen Lewis	Resignation
HS Guidance Dept. Chairperson	Stacy Ross (split)	2.0%
HS Guidance Dept. Chairperson	Maryellen Feeman (split)	2.0%

(High School Athletics)

Head Boys' Basketball Coach	Matt Cash	16.5%*
Asst. Boys' Basketball Coach	Bill Cash	11.5%*
Asst. Boys' Basketball Coach (JV)	Shaun Phillips	9.5%*
Asst. Boys' Basketball Coach (JV)	Brian Velbeck	4.5%
Asst. Girls' Basketball Coach (JV)	Jaclyn Russo	11.0%
Head Boys' Bowling Coach	Bob Glontz	4.0%
Head Girls' Bowling Coach	Stephanie Skrovan	4.0%
Winter Head Cheerleading Coach	Brenda Basch	8.0%
Winter Asst. Cheerleading Coach (JV)	Jayne Kobe	6.0%
Head Ice Hockey Coach	Joe Kramp	14.0%
Ice Hockey Asst. Coach	Mike Gabriel	11.0%
Ice Hockey Asst. Coach	Rich Cinalli (<i>Volunteer</i>)	N/A
Head Swimming Coach	Claudio Costanzo	16.75%
Assistant Swimming Coach	Kimberly Hernandez	14.75%
Diving Coach	Terry Toaz	14.0%
Head Wrestling Coach	Audie Atienza	18.0%
Asst. Wrestling Coach	Conrad Calander	8.0%
Asst. Wrestling Coach	Beau Polcen	9.0%

(Middle School Athletics)

Head Boys' Basketball	Dave Smith	4.0%*
Head Boys' Basketball	Mike Booth	4.0%
Winter Head Cheerleading Coach	Charmaine Bauerle	3.0%
Head Wrestling Coach	Charlie Williams	4.0%
Head Wrestling Coach	Rob Merhar	9.5%
Assistant Wrestling Coach	Endre Szentkiralyi	7.0%
Assistant Track Coach	Haley Mueller (<i>Volunteer</i>)	N/A

(Middle School Non-Athletics)

Science Olympiad	Cindy Chaffee (<i>Volunteer</i>)	N/A
Science Olympiad	Mary Anne Ergezi (<i>Volunteer</i>)	N/A
Science Olympiad	Bonnie Hoehn (<i>Volunteer</i>)	N/A
Science Olympiad	Laurel Lohrey (<i>Volunteer</i>)	N/A
Science Olympiad	Rob Schrembeck (<i>Volunteer</i>)	N/A

***Correction**

CLASSIFIED:

LEAVE OF ABSENCE

Clara Kieliszek, HS Cafeteria Helper, effective 2011-2012 school year

CHANGE OF ASSIGNMENT

Vicki Franchino (R), from Reduction in Force to RW Student Supervisor, 2.0 hours per day, Classification IV, Pay Grade I Step 4, effective 10/31/2011

Cheri McLeod (R) from NF Paraprofessional 3.5 hours per day to LV Paraprofessional, 4.5 hours per day, Classification IV, Pay Grade II, Step 7, effective 10/18/2011

Susan Ross (R) from RW Student Supervisor, 2.0 hours per day to RW Paraprofessional, 3.5 hours per day, Classification IV, Pay Grade II, Step 7, effective 10/18/2011

SUBSTITUTE

Susan Beichner	Paraprofessional
Karen Gedeon	Paraprofessional
George Skladoni	Custodial

TREASURER'S REPORT
November 28, 2011

1. RECOMMENDATION TO APPROVE FINANCIAL STATEMENTS

The Treasurer recommends that the Board approve the Financial Statements for the month ending October 31, 2011.

- A. Financial Report by Fund – FYTD & MTD (Exhibit T1A)
- B. Comparative Financial Report (Exhibit T1B)

2. A RESOLUTION AUTHORIZING ADVANCE PAYMENT OF TAX DOLLARS COLLECTED AND HELD BY THE SUMMIT COUNTY TREASURER PRIOR TO FINAL SETTLEMENT FOR TAX YEAR 2011 PAYABLE IN 2012

WHEREAS, this Board has duly complied with all provisions of the Ohio Revised Code concerning tax levies necessary for the operation of a school district; and

WHEREAS, this Board is entitled to request advances of local taxes each year; and

WHEREAS, in accordance with Section 321.34 of the Revised Code, submission of written request is necessary to authorize advance payment of local taxes;

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

Section 1. This Board declares that it is necessary to request advance payment of tax collections prior to final settlement in order to maintain positive cash flow and uninterrupted business operations.

Section 2. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

Section 3. This resolution shall be in full force and effect from and immediately upon its adoption.

3. RECORDS
(No action required)

The Nordonia Hills Record Commission approved the Schedule of Records Disposition as described in the following exhibit. The records have been audited and scanned/microfiched, or are no longer required to be kept. (Exhibit T2)

**NORDONIA HILLS
CITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING**

November 28, 2011

EXHIBITS

**EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY
Interdistrict Service Area Contract
2011-2012 School Year**

A contract entered into between the NORDONIA HILLS CITY SCHOOLS, 9370 Olde Eight Rd., Northfield, OH 44067, and the Governing Board of the Educational Service Center of Cuyahoga County (hereinafter referred to as "Board") and located at 5811 Canal Road, Valley View, Ohio, 44125.

In consideration of the promises and terms contained and pursuant to the provisions of Sections 3313.17, 3313.841, 3313.842, 3313.91 and 3323.08 of the Ohio Revised Code, the Board agrees to provide to the Service Area the following services for the term of the 2011-2012 school year commencing July 1, 2011 and concluding June 30, 2012. The Board shall provide the services in the fields stated on the attached for the designated days.

1 Teacher of the Visually Impaired	As Needed				
1 Orientation & Mobility Instructor	As Needed				
1 Teacher of Hearing Impaired	As Needed				
*2 Intern School Psyc.	185				
1 Brailist	As Needed				
1 Brailist Aide	As Needed				

* No cost to district

The Superintendent of the Educational Service Center of Cuyahoga County has the right to assign personnel to perform the contracted services.

The terms of this contract shall automatically terminate at the conclusion of the school year as stated above.

The Board shall invoice the Service Area for all net costs (not covered by state and federal funds) to employ the personnel specified herein. Said net costs shall include cost of employee leave and substitute personnel, SERS surcharge (if any), salary, workers' compensation, unemployment compensation, severance, Medicare, retirement, liability insurance, life insurance, and health benefits attributable to the Board plus an administrative fee. Should any subsequent unemployment compensation or severance claim be made by an employee covered under this contract, the Service Area school district herein receiving the services shall be so liable for their proportionate share of the employee's claim. The Service Area accepts the responsibility of conducting annual evaluation (s) of administrative, classified and certified employees pursuant to Section 3319.01, 3319.02, 3319.11 and 3319.111 of the Ohio Revised Code.

It is further agreed that contract costs and adjustments (plus or minus) based on unanticipated increases / reductions in State funds will be made prior to June 30, 2012. All applicable federal and state laws, regulations and/or rules shall govern the implementation of the services provided pursuant to this agreement.

This agreement constitutes the entire understanding between the parties with respect to the services and Service Area designated herein. There are no provisions, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, whether oral/spoken or written, between the parties. Any subsequent agreement between the parties is a separate and distinct contract and not a renewal hereof.

By: _____
City/Local Schools Superintendent

By: *Robert H. Mungro*

Educational Service Center Superintendent

City/Local Schools Treasurer

[Signature]

Educational Service Center Treasurer

Date _____ Board Resolution # _____

Date: 5/18/2011 Board Resolution # 2011-0501

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY Exhibit #S2

AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO SECTION 3313.841 O.R.C.

DISTRICT OF RESIDENCE

The NORDONIA CITY SCHOOLS Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Cuyahoga County for educational purposes for the school year of 2011-2012.

The above Board of Education hereby agrees to pay to the Educational Service Center of Cuyahoga County for each pupil an amount equal to the direct costs as calculated for the school district.

The above Board of Education acknowledges that the pupil listed below is to be included in the ADM certification of the above school district.

STUDENT NAME(s): Eli Maceich (HI)

SERVICE: AUDIOLOGY and/or HEARING IMPAIRED SERVICES

Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

Audiology Services per Student per hour (Audio)	\$81.52
Teacher of Hearing Impaired per hour (HI)	\$62.00

Signature Superintendent of District of Residence

Date

Signature Treasurer of District of Residence

Date

The above signatures were approved by Board Resolution # _____.

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2011-2012.

Robert H. Murgueta

August, 2011

[Handwritten Signature]

August, 2011

Signature Treasurer of Educational Service Center

Please return a signed copy of this Agreement along with a signed P.O. for the above service to: Leanne Long, Suite 100, Educational Service Center of Cuyahoga County, 5811 Canal Rd., Valley View, OH 44125

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY Exhibit #S3

AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO SECTION 3313.841 O.R.C.

DISTRICT OF RESIDENCE

The NORDONIA HILLS CITY SCHOOLS Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Cuyahoga County for educational purposes for the school year of 2011-2012.

The above Board of Education hereby agrees to pay to the Educational Service Center of Cuyahoga County for each pupil an amount equal to the direct costs as calculated for the school district.

The above Board of Education acknowledges that the pupil listed below is to be included in the ADM certification of the above school district.

STUDENT NAME(s): Tayler Piper – VI Anthony Rowe – VI
Jackson Piper – VI and O & M Alexandria Tyllicki - VI

SERVICE: VISUAL IMPAIRMENTS

Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

VISUALLY IMPAIRED SERVICES (VI)	\$87.12
ORIENTATION & MOBILITY (O & M)	\$57.72
FUNCTIONAL LOW VISION ASSESSMENT (FLVA)	\$57.12
*BRAILLE SERVICES	\$27.12
*REHABILITATION SERVICES(REHAB)	\$43.14
* SERS surcharge will be billed in fall of 2012	

Signature Superintendent of District of Residence

Date

Signature Treasurer of District of Residence

Date

The above signatures were approved by Board Resolution # _____

EDUCATIONAL SERVICE CENTER OF CUYAHOGA COUNTY

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2011-2012.

Robert M. Munguchi

August, 2011

Signature Superintendent of Educational Service Center

[Signature]

August, 2010

Signature Treasurer of Educational Service Center

Please return a signed copy of this Agreement along with a signed P.O. for the above service to: Leanne Long, Suite 100, Educational Service Center of Cuyahoga County, 5811 Canal Rd., Valley View, OH 44125



Cleveland Clinic Sports Health

CONFIDENTIAL
ATHLETIC TRAINER SERVICES AGREEMENT
NORDONIA HIGH SCHOOL

This Athletic Trainer Services Agreement (the "Agreement") is made and entered into as of June 1, 2011 (the "Effective Date"), between Nardon Hills City School District, for its Nardon High School, having a principal address of 8006 S. Bedford Road, Macedonia, Ohio 44056 (the "School") and The Cleveland Clinic Foundation, d/b/a/ Cleveland Clinic Sports Health, having a principal place of business at 9500 Euclid Avenue, Cleveland, Ohio 44195 ("CCF") for the provision of athletic trainer services as set forth herein.

WHEREAS, The School desires to engage CCF to provide the sports medicine and athletic training services described in this Agreement and CCF desires to be so engaged, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Term

The parties agree that this Agreement shall be effective June 1, 2011 and that it shall continue in full force and effect until May 31, 2012, (the "Initial Term"). This Agreement shall automatically renew for up to four (4) additional twelve (12) month terms (each a "Renewal Term"), unless and until terminated in accordance with Section 5.

2. Obligations of CCF

- A. CCF shall provide the School with medical personnel ("CCF Personnel"), who shall perform the sports medicine and athletic training services described in Exhibit A (collectively, the "Services").
- B. CCF shall ensure that all CCF Personnel have adequate training and experience to properly perform the Services.
- C. CCF shall ensure that all CCF Personnel perform the Services in compliance with applicable laws, rules and regulations including, without limitation, those related to the confidentiality of student information.

3. Obligations of the School

- A. The School will provide and maintain in a safe and satisfactory condition adequate training room space to enable CCF Personnel to properly perform the Services.**
- B. The School will provide and maintain in a safe and satisfactory condition such equipment, products and supplies as are necessary to operate a standard high school training room and to enable CCF Personnel to properly perform the Services.**
- C. The School will obtain and maintain such medical records of the athletes as may be reasonably necessary to enable CCF Personnel to properly perform the Services and, to the extent permissible by law, allow CCF Personnel access to such records.**
- D. The School will provide to CCF all practice and game schedules as far in advance as is reasonably possible so that CCF may schedule CCF Personnel to provide adequate coverage of these events.**
- E. The School will recognize and support the authority of CCF Personnel to determine the athlete's medical ability to participate or return to play in an athletic event. Neither CCF nor any CCF Personnel shall be responsible for the School's decision to permit an athlete to participate or return to play in an athletic event despite CCF Personnel's advice to the contrary.**
- F. The School has developed and implemented a written emergency plan that defines the standard of care required during an emergency situation for all sports participants for which Services are being provided under this Agreement. A copy of that emergency plan is attached hereto as Exhibit B. CCF Personnel will work with the School to ensure that the emergency plan is reviewed and updated on an annual basis in its application under this Agreement.**

4. Compensation

- A. The School shall pay CCF, in advance, an annual fee for the Services (the "Annual Fee"). The Annual Fee for the Initial Term is Eight Thousand Seven Hundred Forty Dollars (\$8,740.00). CCF may increase the Annual Fee for any Renewal Term, provided that the increase shall not exceed five percent (5%) of the Annual Fee applicable during the immediately preceding Initial Term or Renewal Term.**
- B. CCF shall invoice the School for the Annual Fee within thirty (30) days after execution of this Agreement. For any Renewal Term, CCF shall invoice the School for the Annual Fee approximately sixty (60) days before the initiation of Services for that Renewal Term. The School shall pay all invoices within thirty (30) days of receipt. If the School fails to timely pay the Annual Fee, CCF may suspend performance of the Services until such time as the Annual Fee is paid in full.**
- C. The School shall recognize "Cleveland Clinic Sports Health" as the sole medical provider for the School athletic department by:**

- (i) providing a minimum of one half-page ad in each athletic program for each sport during the Initial and any Renewal Term, which shall list "Cleveland Clinic Sports Health" as the provider of Sports Medicine / Athletic Training Services to the School; and
- (ii) placing a Cleveland Clinic Sports Health sign in the training room and a Cleveland Clinic Sports Health banner in the school gymnasium and/or the outside playing fields. Cleveland Clinic shall provide the school with the signs and banners and each shall be placed in a specific location mutually agreed upon by the parties.
- (iii) at any High School athletic event at which a public address system is in place High School agrees that they will at three intervals (Ex. 1st half, halftime, 2nd half) will read a promotional message from Cleveland Clinic Sports Health not to exceed 15 seconds in length. Text for the message will be provided by the Cleveland Clinic Marketing Department.

5. Termination

A. This Agreement may be terminated as follows:

- (i) At any time by mutual written agreement of the parties.
- (ii) At the end of the then-current Initial Term or Renewal Term if either party notifies the other in writing of its intent to terminate the Agreement at least thirty (30) days prior to the end of such term.
- (iii) By either party if the other party breaches a material provision of this Agreement. The non-breaching party shall notify the breaching party in writing of the specific nature of the breach. If the breaching party fails to cure the breach within thirty (30) days after receiving such notice, this Agreement shall automatically terminate at the end of the thirtieth (30th) day.
- (iv) As the result of certain force majeure events, as set forth in Section 10 of this Agreement.
- (v) As the result of certain events that adversely effect the legal or regulatory status of the Agreement, as set forth in Section 9 of this Agreement.

B. Rights Upon Termination.

- (i) If CCF terminates this Agreement pursuant to Section 5.A.(iii), CCF shall retain the full amount of the prepaid Annual Fee.
- (ii) Upon termination of this Agreement by either party for any other reason, CCF shall refund to the School a pro-rata portion of the prepaid Annual Fee. For purposes of determining the amount of the refund, the Annual Fee shall be prorated over 10 months.

C. Survival of Terms. Sections 6 and 8 shall survive the termination of this Agreement.

6. Confidentiality

- A. Confidentiality. Each party (the "Receiving Party") acknowledges that in the course of performing its obligations under this Agreement, it may obtain certain confidential and proprietary information about the other party (the "Disclosing Party") including, but not limited to, information relating to the operations, products, processes, policies, procedures, protocols, designs, records, techniques, patient lists, forms, business plans and operations, marketing plans and strategies and pricing strategies of the Disclosing Party and its affiliates (collectively, "Confidential Information"). Receiving Party agrees that it will only use such Confidential Information in the performance of its obligations under this Agreement and that it will not, at any time during or following the Initial Term or any Renewal Term, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of Disclosing Party.
- B. Confidentiality of Agreement. Neither party shall disclose the terms or existence of this Agreement to any third party, or any related individual who does not have a need to know such information, without the prior written consent of the other, except either party may disclose such information to any affiliate or to any regulatory or other governmental agency but only to the extent required by law.
- C. Confidentiality Exceptions. Specifically excepted from the definition of Confidential Information is all information: (a) that was in Receiving Party's legitimate possession prior to the receipt of such information from Disclosing Party; (b) that is independently developed by personnel of Receiving Party who are not working under this Agreement; (c) that was rightfully received from third parties without an obligation of confidentiality to Disclosing Party; (d) that is in the public domain through means other than by disclosure by Receiving Party; or (e) is disclosed pursuant to any judicial or government request, requirement or order, provided that Receiving Party takes reasonable steps to provide Disclosing Party the ability to contest such request, requirement or order.
- D. Injunctive Relief. Each party agrees and acknowledges that any violation or threatened violation of the confidentiality provisions contained herein may cause irreparable injury to the business of the other party, that the remedies at law of either party for any such violation or threatened violation will be inadequate and that either party shall, in addition to and not in limitation of any other rights and remedies available at law or in equity, be entitled to seek temporary and permanent injunctive relief without the necessity of proving actual damages. Each party agrees that the harm resulting from improper disclosure of Confidential Information may be irreparable; therefore, each party shall be entitled to seek equitable relief without the necessity of posting a bond therefore.
- E. HIPAA. Both parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 and the related regulations, as they may be amended from time to time ("HIPAA") in the course of performing their respective obligations under this

Agreement, including, but not limited to, the delivery and recording of health care and other applicable related clinical services.

7. Independent Contractor

- A. The School and CCF acknowledge and agree that each is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee, principal and agent, joint venturers or partners between the School and CCF. Neither party shall have authority to create, alter, or amend any agreement or representations on behalf of the other party or to incur any liabilities on behalf of the other party.
- B. CCF shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes arising from amounts paid to CCF pursuant to this Agreement and shall hold the School harmless from the same.

8. Liability/Indemnification

- A. Each party shall retain liability for, and shall provide for insurance against, acts and omissions of each party and such party's personnel. Each party shall provide such insurance in such amounts and under such terms as determined in the sole discretion of that party but in no event shall such insurance coverage be less than One Million Dollars (\$1,000,000.00) per incident, Three Million Dollars (\$3,000,000.00) annual aggregate.
- B. Each party (the "Indemnifying Party") shall indemnify, defend, save and hold harmless the other party (the "Indemnified Party"), its employees, agents, officers, directors, affiliated entities and representatives from and against any and all third-party claims, suits, actions, investigations, proceedings and related costs and expenses, all damages, costs, penalties and expenses, including reasonable attorneys' fees, at all levels of pre-trial, trial and appellate litigation, costs, and interest, which may be sustained or incurred by the Indemnified Party at any time as a result of the sole negligent act or omission of the Indemnifying Party, its employees, agents, contractors or assigns in performance of this Agreement. Further, if the parties are jointly at fault, they agree to indemnify each other in proportion to their relative fault. The indemnity obligations contained herein are contingent upon the Indemnified Party giving the Indemnifying Party prompt written notice of any such claim, full cooperation in the defense of any such claim, and the assignment of the right to defend against any such claim with counsel of the Indemnifying Party's choosing and to settle and/or compromise any such claim as the Indemnifying Party deems appropriate. Notwithstanding the foregoing, neither party shall enter into any settlement agreement, which would admit liability or require payment of monetary damages on the part of the other party, without such party's prior written approval.

9. Compliance

- A. Compliance with Laws. The parties specifically intend to comply with all applicable

laws, rules and regulations relating to their performance under this Agreement as they may be amended from time to time. In the event that any part of this Agreement is determined to violate applicable federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire Agreement into compliance, either party may terminate this Agreement on thirty (30) days written notice to the other party.

- B. **Compliance with Federal Programs.** Each party hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred"), and each party shall have the right to terminate this Agreement immediately in the event that the other party becomes Debarred during the term of this Agreement.
- C. **Compliance Program.** Each party promotes a compliance attitude and has established a program and a culture that fosters the prevention, detection and resolution of instances of potential misconduct. Accordingly, each party agrees to timely notify the other party in the event that it, its employees, agents or subcontractors identifies or suspects a potential regulatory issue associated with a party's performance under this Agreement, and the nature of such potential violation, to enable the parties to take prompt corrective action.

10. Force Majeure

A party shall not be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties. However, if material performance becomes impossible for more than a thirty (30) day period by reason thereof, either party may terminate this Agreement by giving notice to the other party.

11. Miscellaneous

- A. **Entire Agreement.** This Agreement, including Exhibits A and B, attached hereto and incorporated herein by this reference, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly terminated.
- B. **Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the Receiving Party. Notice shall be given to the parties at the addresses listed below or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

CCF:

Cleveland Clinic Sports Health Administrator
The Cleveland Clinic Foundation
9500 Euclid Avenue, Mail Code A-40
Cleveland, Ohio 44195

With a copy to:
Law Department, Mail Code: AC321

School:

Nordonia High School
8006 S. Bedford Road
Macedonia, Ohio 44056
Attn: Rob Eckenrode

With a copy to:

- C. **Use of Name.** Except as specifically provided herein, neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of the other party as to each such use.
- D. **Captions: Invalid Provisions and Construction.** The captions in this Agreement are for convenience only and shall not be considered part of this Agreement. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be deemed affected. Each personal pronoun shall include the masculine, feminine and neuter genders, and the singular shall include the plural and the plural of the singular, if the context so requires.
- E. **Benefit and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, successors and assigns. This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.
- F. **Amendment.** This Agreement may not be amended, modified or changed orally. Any amendments, modifications and changes must be in writing and executed by an authorized representative of each party.
- G. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- H. **Governing Law.** This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions.
- I. **Tax Exempt Status.** The parties recognize that CCF is a non-profit, tax-exempt organization and agree that all actions taken under this Agreement will take into account and be consistent with CCF's tax-exempt status.

- J. Designated Representative. Prior to or at the execution of this Agreement, each party shall designate a representative for purposes of facilitating and implementing this Agreement.
- K. Conflict of Interest. CCF maintains and adheres to a Conflict of Interest Policy. In that connection the School represents that no employees, officers or directors of CCF are employees, officers or directors of the School or serve on any boards or committees of or in any advisory capacity with the School. To the extent that any employee, officer or director of CCF may, during the term of this Agreement, serve in the future on any board or committee of or in any advisory capacity to the School, any payments made to such parties are or will be at fair market value for services rendered.
- L. Counterparts. This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first above written.

THE CLEVELAND CLINIC FOUNDATION

NORDONIA HILLS CITY SCHOOL DISTRICT

By: 
 Name: Mark Schaner
 Title: Administrator

By: _____
 Name: _____
 Title: _____

Date: 10/19/11

Date: _____

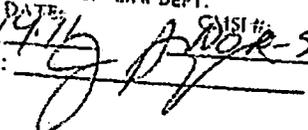
APPROVED AS TO FORM
 CCF - LAW DEPT.
 DATE: 11/19/11 CMST #: 2011-53920


EXHIBIT A

Scope of Services **Nordonia High School**

SERVICES INCLUDED IN THE ANNUAL FEE:

1. **Athletic Trainer Coverage (All athletic trainers shall be nationally certified as such as shall hold a valid license in the State of Ohio. Any conflicts with respect to scheduling will be decided by the athletic director and the head athletic trainer of the School).**
 - A. Provide initial assessment and treatment of athletic injuries, instruction regarding injury prevention, i.e. education, taping, padding and conditioning, guidance and recommendations regarding obtaining and maintaining appropriate equipment and supplies;
 - B. Cover athletic competitions and practice sessions to provide first aid, appropriate fitting of personal protective equipment, minimization of playing field/court hazards, and advice on the athlete's biomechanical performance;
 - C. Weekend coverage for games only, per contract, based on the schedule provided by the athletic director of the school. No weekend practice coverage provided.
 - D. Serve as the medical liaison between the School and Cleveland Clinic Sports Health for the student-athlete and coaching staff regarding emergency treatment, medical referrals, and assistance with initiating physical rehabilitation services;
 - E. Provide coverage for high-risk sports, such as football, wrestling and hockey if the athletic trainer is unavailable for any reason. Daily visits and low risk sports will not be covered, unless the athletic trainer will be unavailable for a significant amount of time.

FALL Season

- Daily training room coverage 30 minutes prior to school dismissal until the end of football practice or end of scheduled game/match.
- Football double sessions fully covered
- All home and away Varsity Football Games and practice sessions
- All home Freshman and JV Football Games
- All home JV and Varsity Soccer Games – Boys / Girls
- All home Freshman JV and Varsity Volleyball Games
- ** All home Girls Tennis Matches

Only JV and Varsity football practice sessions and scrimmages will be covered in August prior to the start of school. Freshman football scrimmages will be covered. Freshman football practice sessions will not be covered if they practice at a different time than JV/Varsity football. All other sports practice sessions and scrimmages may not be covered if they do not occur during regularly scheduled football practice/scrimmages in August prior to the start of

the regular season.

WINTER Season

- Daily training room coverage 30 minutes prior to school dismissal until 6 pm or until the end of scheduled game/match
- All home JV and Varsity Wrestling Matches
- All home Freshman, JV and Varsity Girls Basketball Games
- All home Freshman, JV and Varsity Boys Basketball Games
- All home Hockey Games

SPRING Season

- Daily training room coverage 30 minutes prior to school dismissal until 6pm or until the end of scheduled game/match
- All home Freshman, JV and Varsity Baseball Games
- All home Freshman, JV and Varsity Softball Games
- All home Track Meets – Boys / Girls
- ** All home Boys Tennis Matches

*** Athletic Trainer is not required to be field side for these events but will be on campus*

All student athletes in the Nordon Hills City School district have access to injury assessments by the Nordon Hills H.S. athletic trainer. Non-high school athletes that need injury evaluations must be brought to the high school training room during posted hours. Not all services may be available to non high school athletes.

F. Assist with the development and implementation of a Student Assistant Program.

G. Supervise the Training Room.

H. Document all student contacts to contribute to the continuity of care and management of rehabilitation compliance.

2. **Physician Coverage.** Coverage provided by licensed physicians of CCF having an expertise in Sports Medicine:

- A. All home Varsity football games
- B. Nordon Hills JV Battle Wrestling Tournament
- C. Tournament Coverage with the prior agreement.
- D. The team physician will become the physician of record for the training room.

3. **Summer Camp Coverage:** Coverage of football camp beginning in August will be included in the annual fee. Football camp will be covered beginning to end until the end of double sessions.

4. **Additional Summer Camp coverage:** Additional camp coverage can be provided at a

rate of \$400/week. Camp not to exceed five days or 30 hrs. No weekend camp coverage will be provided.

5. **Additional Event Coverage:** Coverage of events outside the Scope of Services outlined above will be charged at a rate of \$25 per hour (4 hr minimum) and will be based on the availability of a Cleveland Clinic Sports Health Athletic Trainer.
6. **OHSAA Event Coverage:** OHSAA event coverage is not included in this agreement but coverage may be arranged in advance at a rate of \$25 per hour to include ½ hour prior and ½ hour following the contest.
7. **Services not included in the Annual Fee:** Coverage of practices outside the established training room hours/regular school hours. Weekend practice coverage (excluding varsity football practice) or Sunday event coverage.

SERVICES AVAILABLE AT AN ADDITIONAL CHARGE:

1. **Coaches Certification Seminars:** CCF will provide two CCF sponsored State of Ohio approved seminars in Northeast Ohio.
2. **Training and Conditioning Consultation.** Sports specific training and conditioning programs to assist individual athletes and teams are available to achieve the highest possible return on their training techniques. These services will be available for a fee.
3. **Medical Subspecialties.** All student-athletes, family members and employees of the School will have access to all medical sub-specialties at CCF.

rate of \$400/week. Camp not to exceed five days or 30 hrs. No weekend camp coverage will be provided.

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3. **Medical Subspecialties.** All student-athletes, family members and employees of the School will have access to all medical sub-specialties at CCF.

November 9, 2011

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



Nordonia Hills YMCA

8761 Shepard Road
Macedonia, Ohio 44056
330-467-8366

Amendment Statement to Letter of Agreement between the Nordonia Hills City Schools "School" and the Nordonia Hills Branch of the Young Men's Christian Association of Akron Ohio, Inc. (YMCA) referencing the 2011-12 P.A.L.E. Program.

WHEREAS, the School seeks to facilitate the educational/disciplinary process for those youth, grades 8-12, who are at risk of suspension from their school, WHEREAS, YMCA Phoenix Programs identified at the Nordonia High School site as the Phoenix Alternative Learning Environment (P.A.L.E.), provide educational, counseling, rehabilitative, and rehabilitative services to all referred youth. NOW THEREFORE, the parties do mutually agree as follows:

1-12 Refer to original agreement—N/A

13. Health insurance costs above the estimate, fluctuating due to coverage type selected by the teacher and variable insurance rates will be incurred by the School. Conversely, if insurance coverage is waived, savings will be passed along to the School.

14. Any unforeseen costs (e) associated with the program (including, but not limited to unemployment costs) during the contractual parameters, will be incurred by the School.

15. The school will incur salary expenses (including, but not limited to unemployment costs) that may extend beyond the contractual parameters due to unforeseen circumstances.

Cost of services was anticipated to be \$44,677 for the 2011-2012 school year, that commenced on August 16, 2011, is billable as follows:

One (1) prorated payment of \$2233.85 due August 16, 2011;
Nine (9) equal installments of \$4,487.70 beginning on September 1st and continuing the first of each subsequent month through May 2012; and
One (1) prorated payment of \$2233.85 due June 15, 2012

Additional cost of services not reflected above per items 13-15 in the letter of agreement is estimated below:

*Retirement is calculated at 8% of salary or \$2,020 (annual salary is \$25,250) thru March of 2012. Renewal date for retirement is April 2012.

Health insurance costs increased 17% overall from \$898 to \$10,728, effective Nov. 1, 2011.

Annual increase to contract is estimated to be \$3838. Invoicing for retirement and insurance maybe invoiced monthly or quarterly per the request of the school and will bridge annual contracts.

*Detail: Keith Oby became eligible for retirement on April 1, 2011. As a staff member of the Akron Area YMCA, upon completion of eligibility requirements, staff must participate in the YMCA Retirement Fund (as a mandatory condition of employment), which provides retirement and other benefits for YMCA staff members and their designated beneficiaries.

Staff become eligible to participate in the fund when they reach age 21 or older and have worked for two years and have completed 1,000 hours of employment within each of those or any 2 years. These two years are not required to be consecutive.

Mission: To put Christian principles into practice through programs that build a healthy spirit, mind and body for all.

AKRON AREA YMCA
akronymca.org

MAIN OFFICE
ASSOCIATION SERVICES OFFICE
209 S. Main Street, Ste. 501
Akron, Ohio 44308
330 376 1335

MEMBERSHIP BRANCHES
FIRESTONE PARK YMCA
350 E. Wilbeth Road
Akron, Ohio 44301
330 724 1255

GREEN FAMILY YMCA
3800 Massillon Road
Uniontown, Ohio 44685
330 899 9622

LAKEMANA YMCA
500 W. Hopcan Avenue
Burton, Ohio 44203
330 745 9622

RIVERFRONT YMCA
544 Broad Boulevard
Cuyahoga Falls, Ohio 44221
330 923 9622

UNIVERSITY PARK YMCA
477 E. Market Street
Akron, Ohio 44304
330 434 9622

PROGRAM BRANCHES
EAST AKRON YMCA
110 Goodyear Boulevard
Akron, Ohio 44305
330 784 9408

NORDONIA HILLS YMCA
8761 Shepard Road
Macedonia, Ohio 44056
330 467 8366
330 650 6144

CAMPS
CAMP Y-NOAH
815 Mt. Pleasant Road
Clinton, Ohio 44216
330 856 1364
871 601 CAMP

ARON ROTARY CAMP
4460 Rock Lake Drive
Akron, Ohio 44319
330 644 4512

CHILD CARE
A Y'S PLACE
380 Minerva Avenue
Akron, Ohio 44320
330 836 7435

BETHANY CENTER
1235 Broad Boulevard
Cuyahoga Falls, Ohio 44222
330 940 2500

HOPPE OVAL CARE
647 E. Market Street
Akron, Ohio 44304
330 434 5900

NORTH HILL
10 W. Tallmadge Avenue
Akron, Ohio 44310
330 762 7628

FAMILY ENRICHMENT
910 East Avenue
Akron, Ohio 44306
330 785 0164

WYDACA
1250 W. Exchange Street
Akron, Ohio 44313
330 864 3560

AKRON AREA YMCA
akronymca.org

MAIN OFFICE
ASSOCIATION SERVICES OFFICE
209 S. Main Street, Ste. 501
Akron, Ohio 44308
330 376 1335



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

November 9, 2011

MEMBERSHIP BRANCHES
FIRESTONE PARK YMCA
350 E. Wilberth Road
Akron, Ohio 44301
330 724 1255

GREEN FAMILY YMCA
3800 Massillon Road
Uniontown, Ohio 44685
330 899 9622

LAKE ANNA YMCA
500 W. Hopcan Avenue
Barberton, Ohio 44203
330 745 9622

RIVERFRONT YMCA
544 Broad Boulevard
Cuyahoga Falls, Ohio 44221
330 923 9622

UNIVERSITY PARK YMCA
477 E. Market Street
Akron, Ohio 44304
330 434 9622

NORDONIA HILLS YMCA
8761 Shupard Road
Macedonia, Ohio 44056
330 467 8366
330 650 6144

PROGRAM BRANCHES
EAST AKRON YMCA
110 Goodyear Boulevard
Akron, Ohio 44305
330 784 0408

CAMP Y-NOAH
815 Mt. Pleasant Road
Clinton, Ohio 44216
330 896 1964
877 607 CAMP

AKRON ROTARY CAMP
4450 Res Lake Drive
Akron, Ohio 44319
330 644 4512

CHILD CARE
A.Y.S. PLACE
380 Mineola Avenue
Akron, Ohio 44320
330 836 7435

BETHANY CENTER
1235 Broad Boulevard
Cuyahoga Falls, Ohio 44223
330 948 2500

HOPE DAY CARE
647 E. Market Street
Akron, Ohio 44304
330 434 5900

NORTH HILL
10 W. Talmadge Avenue
Akron, Ohio 44310
330 762 7678

FAMILY ENRICHMENT
910 Eller Avenue
Akron, Ohio 44306
330 785 0164

WYDACA
1250 W. Exchange Street
Akron, Ohio 44313
330 864 3568

This agreement constitutes the entire modified agreement between the School and the YMCA. Any additions, deletions, or modifications to this agreement must be made in writing and agreed to by both parties.

By:

Director of Pupil Services

Dr. R. Williams
President/CEO Akron Area YMCA

Superintendent Nordonia Hills City Schools

YMCA Phoenix Program Representative

Treasurer, Nordonia Hills

President Board of Education

Mission: To put Christian principles into practice through programs that build a healthy spirit, mind and body for all.



THE CITY OF MACEDONIA
Department of
Parks and Recreation

Don Kuchta, Mayor

Angela Gmerek, Director

1494 East Aurora Road
Macedonia, Ohio 44056

Phone (330) 468-8370
Fax (330) 468-8377
www.macrec.com

November 10, 2011

Claudio Costanzo, Swim Coach
Nordonia High School
8006 South Bedford Road
Macedonia, Ohio 44056

Dear Mr. Costanzo:

Please find the Nordonia High School Swim Team 2011-2012 rental agreement enclosed. The dates and times in section B have been updated to reflect the current season's schedule.

Please feel free to contact me at (330) 468-8371 with any questions.

Sincerely,

Angela Gmerek
Director

A. Rental Rates

The rental fee for the 2011-2012 season is \$12,240.00. The rental fee will be split into two equal payments; one due in December and one due in January. Invoices will be mailed approximately thirty days from the due date.

B. Swim Season

November 4, 2011 through February 23, 2012. Practice times are Monday through Friday 3:00 pm to 5:00 pm unless otherwise noted. Practices during winter vacation (December 21-January 2) will be Monday-Friday 8:00 AM-10:00 AM & 3:00-5:00 PM, unless otherwise noted. The Center will be closed on December 24, 25, & 31 and January 1. There will be seven (7) home swim meets held on Friday's and during the swim season:

12/09/11	Wadsworth	5:30 PM
12/20/11	Tallmadge	5:30 PM
12/23/11	Kenston	12:00 PM
01/03/12	Twinsburg	5:30 PM
01/06/12	Green	5:30 PM
01/13/12	Copley	5:30 PM
02/03/12	N. Royalton	5:00 PM

Warm-ups will begin 45 minutes prior to the scheduled meet time. Both teams should arrive no earlier than one hour prior to the scheduled meet time. Any requests for changes to the above schedule must be submitted, in writing, to the Recreation Director.

C. Insurance Coverage

Nordonia will provide liability insurance naming the City as additional insured, and along with the responsibility for any damages incurred. A copy of the insurance coverage and policy must be on file at the Macedonia Family Recreation Center before any practices may begin.

D. Equipment Use

The Aquatics Coordinator and Head Coach will inspect all equipment used for practices and meets prior to the beginning and end of the seasons to verify all equipment was received in good working order and is returned in good working order.

Each coach is responsible to report any damages occurring prior to or during any practice sessions or home meet to the Aquatic Coordinator or Supervisor in charge at that time. We feel this is the fairest way to assess any damages that may result and assure our facility is in working order for the next group. It is important that the team understand it is responsible for care of equipment while it is using the facility, and the team will be assessed damages equal to repair or replacement costs of the items damaged.

It is the responsibility of the swim coaches to be prepared for practices and swim meets. The Macedonia Family Recreation Center will not provide office supplies such as paper, pens, pencils, clipboards or calculators for meets or practices. The coaches will not be permitted to use the copy machines. All copies should be made prior to the swim meet or practice.

E. Enforcement of Aquatic Center Rules

1. Keep emergency exits in parking lot and in pool clear at all times for emergency vehicles and emergency personnel.
2. Report all accidents and make certain an accident report is completed.
3. Always fill out accident/incident report with supervisor or lifeguard and make a copy for your records. Original copy given back to supervisor to be filed at the Recreation Center. (Forms kept on blue clipboard in pool office.)
4. Guard chair is for lifeguard personnel only.
5. Use all equipment properly and only as it is intended to be used.
Examples:
 - A. Lane markers are dividers only and not for hanging and resting on.
 - B. Kickboards and pull buoys are for swimming drills only.
6. Oils and lotions are not permitted in pool or pool area.
7. Spectators may wear their street shoes in the spectator area. If they must go outside of the spectator area, please remove street shoes. Coaches and meet officials may have shoes on that are clean and dedicated to indoor use.
8. Swimmers must bring all bags, clothes, shoes, and any equipment onto the deck with them when leaving locker room. Use of lockers is for members only.
9. Swimmers and spectators are permitted in pool, locker rooms, and lobby. (Offices, exercise area, track, and aerobic room are off limits.)
10. The whirlpool, sauna, and steam room are off limits to all swimmers and coaches.
11. No glass containers will be permitted on the pool deck or in locker rooms.
12. Food and Drink are not permitted in pool.
13. Water in plastic bottles is permitted.
14. No shaving.
15. No profanity or inappropriate language.
16. Cooperation with all building staff is required.

F. Practice Clean Up Procedure

1. Replace all equipment to proper places.
2. Pick up and remove all trash in pool, locker room, lobby, and hallways.
3. Coaches must provide supervision of athletes at all times and in all areas; and must remain until all swimmers are out of pool and locker rooms and out of facility.
4. Leave facility in good condition for next group arriving.

I.

II. G. Swim Meet Clean Up Procedure

1. Turn in all lost and found items to coach.
2. Leave facility in good condition for next group arriving.
3. Coach must stay until all swimmers are out of the pool, locker rooms, and facility.
4. Aquatic Coordinator/Supervisor will do an inspection checklist at the end of each swim meet.

H. Timing System

1. There will be no operator provided.
2. During home swim meets the timing system again will be available. It is the responsibility of the coach to designate four individuals who will operate the board. These four individuals must call the Aquatics Coordinator to schedule a date for training.
3. Two of these four should be present at all home meets if the scoreboard is to be used. They will be trained on the installation and break down procedures and will be expected to assist when 1) touch pad needs replaced; 2) line needs checked and 3) during break down at the end of the meet.
4. The pool supervisor should be notified immediately if there is a problem with the operation of the equipment.
5. All costs of normal wear and tear will be the responsibility of the facility.
6. Any negligent action resulting in damage to the equipment will be the responsibility of Nordonia High School.
7. Due to the highly technical nature of the Colorado Timing System, there is no guarantee that the system will be in working order during the season.

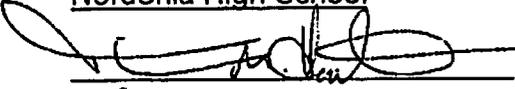
I. Rec Center Closings

In the event that severe weather, power failure or other circumstances cause the recreation center to close; we will notify the school official(s) of your choosing. Please submit emergency contact information to the Recreation Director. It is the schools'

responsibility to have emergency contact information for coaches and school officials from any visiting teams, and to notify them in the event of a cancellation.

J. Terms of Agreement

I have read the terms of agreement as stated in the previous pages pertaining to the use of the Macedonia Family Recreation Natatorium and its equipment, and I understand them fully and agree to abide by them.

School	<u>Nordonia High School</u>	
Business Director		Date <u>11/17/11</u>
School Treasurer	<u>Kevin Staller</u>	Date <u>11/17/11</u>
Athletic Director	<u>Robert Eckenrode II</u>	Date <u>11/17/11</u>
Head Coach	<u>Claudio Cooper</u>	Date <u>11/17/11</u>
Macedonia Aquatic Coordinator	_____	Date _____
Director of Recreation	_____	Date _____
Mayor	_____	Date _____
Board of Education	_____	Date _____

PLEASE RETURN TO RECREATION DIRECTOR AT MACEDONIA FAMILY RECREATION CENTER. THE SIGNED COPY OF THIS AGREEMENT MUST BE ON FILE BEFORE ANY PRACTICES OR MEETS TAKE PLACE. A COPY OF THIS AGREEMENT WILL BE RETURNED TO THE ATHLETIC DIRECTOR.

**NORDONIA HILLS CITY SCHOOLS BID OPENING
NOVEMBER 16, 2011 12:00 P.M.
RUSHWOOD ELEMENTARY SCHOOL SANITARY IMPROVEMENTS AND SSE**

BIDDER	BID BND	P.P. TX	NON COLL AFF	ORC 9.24 AFFIDAVIT	QUAL STATE	DMA FORM	ORC 3517.13	ORC 3319.391	TOTAL MATERIALS	TOTAL LABOR	GRAND TOTAL	ALTERNATE GRINDER
Fechko Excavating	x	x	x	x	x	x	x	x	\$ 125,000.00	\$ 82,516.23	\$ 207,516.23	no bid
Lockhart Concrete	x	x	x	x	x	x	x	x	\$ 95,000.00	\$ 134,000.00	\$ 229,000.00	\$ (2,000.00)
Emshoff Excavating	x	x	x	x	x	x	x	x	\$ 100,363.00	\$ 129,000.00	\$ 229,363.00	no bid
Campbell Contracting	x	x	x	x	x	x	x	x	\$ 127,000.00	\$ 70,825.00	\$ 197,825.00	no bid
Fabrizi Trucking	x	x	x	x	x	x	x	x	\$ 86,580.00	\$ 129,870.00	\$ 216,450.00	\$ (500.00)
Trax Construction	x	x	x	x	x	x	x	x	\$ 76,343.00	\$ 135,712.00	\$ 212,055.00	no bid

NORDONIA HILLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION IN OPPOSITION TO HB 136

Whereas, the Ohio House of Representative is currently considering legislation that would significantly expand the availability of vouchers for students to attend private or parochial schools; and

Whereas, this legislation would grant vouchers to any public school student in Ohio to request and be granted a voucher, subject only to a family income standard of \$95,000 or less; and

Whereas, such vouchers would be granted without regard to the academic performance of the public school that the student is assigned to attend; and

Whereas, the bill provides that students already enrolled in private or parochial schools would be eligible for such vouchers; and

Whereas, students receiving vouchers would be able to retain any excess funds in those instances where the cost of tuition is less that the value of the voucher for use in any private school or college in Ohio; and

Whereas, the operation of the proposed program would take dollars directly from the already financially beleaguered local public school districts resulting in fewer resources for the education of the remaining students;

Now Therefore Be It Resolved, that the Nordonias Hills Board of Education does hereby express its opposition to this legislation, HB 136 School Choice; and

Be It Further Resolved that the Nordonias Hills Board of Education expresses its opposition to any legislation that seeks to transfer public dollars to support private education; and

Be It Further Resolved that the Treasurer be directed to forward copies of the resolution to members of the Ohio House of Representatives.

Doug Masteller
President, Nordonias Hills Board of Education

Date

Kevin Staller
Treasurer, Nordonias Hills Board of Education

Date

Joe Clark
Superintendent

Date

The Board of Education of the _____ School District, [County] [Counties] of _____, Ohio met in _____ session on the ____ day of _____, 20____, with the following members present:

_____ moved the adoption of the following resolution:

RESOLUTION OF JOINDER AUTHORIZING THIS SCHOOL DISTRICT TO ENTER INTO A COOPERATIVE AGREEMENT WITH OTHER OHIO SCHOOL DISTRICTS FOR THE PURPOSE OF ADVOCATING A PERMANENT FUNDING REPLACEMENT PLAN FOR THE LOSS OF THE TANGIBLE PERSONAL PROPERTY TAX IN OHIO, AND TO TAKE OTHER MEASURES IN CONNECTION WITH SAID COOPERATIVE AGREEMENT

WHEREAS, this school district desires to work cooperatively with other Ohio school districts as part of a Regional Council of Governments created pursuant to Chapter 167 of the Ohio Revised Code, which Regional Council of Governments shall be known as the "Coalition for Fiscal Fairness in Ohio" (the "Regional Council of Governments") in order to advocate a permanent funding replacement plan as a result of the phase-out of the tangible personal property tax in Ohio;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Education to the [INSERT NAME OF SCHOOL DISTRICT] School District, [County] [Counties] of _____, State of Ohio.

SECTION 1. That this Board of Education hereby designates, as its authorized representative, its [Treasurer] [Superintendent] (and his or her successor) to enter into a Cooperative Agreement and approve Bylaws, each in the form submitted to this Board of Education, in order to participate in the Regional Council of Governments for the purpose stated in the preamble hereto. Further, this Board of Education hereby authorizes said authorized representative to serve as this school district's representative on the Regional Council of Governments, and hereby authorizes said authorized representative to participate in the Regional Council of Governments in a manner that is consistent with the provisions of the Cooperative Agreement and the Bylaws of the Regional Council of Governments, and in a manner that is in the best interests of this school district.

SECTION 2. That this Board of Education hereby appropriates the requisite amount money necessary to participate in the Regional Council of Governments as an active member, all

in accordance with the Cooperative Agreement and the Bylaws of the Regional Council of Governments.

SECTION 3. That this Board of Education hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of Education; and that all deliberations of this Board of Education and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

SECTION 4. This resolution shall be in full force and effect from and immediately after its adoption.

_____ seconded the motion and the roll being called upon the question of the adoption of the resolution, the vote resulted as follows:

AYE:

NAY:

ADOPTED this _____ day of _____, 20__.

Treasurer

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a resolution adopted at a meeting held on the _____ day of _____, 20__, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said resolution.

Treasurer

**REGIONAL COUNCIL OF GOVERNMENTS
COOPERATIVE AGREEMENT**

This Regional Council of Governments Agreement ("Cooperative Agreement") is among the Boards of Education of those school districts set forth in *Exhibit A* hereto (collectively, the "Members"), which exhibit may be amended from time to time in the manner set forth herein. This Cooperative Agreement shall be effective as of the date on which the number of Members executing such agreement reaches at least two. The date of execution, as to each Member, shall be the date set opposite the signature of the official or officials executing it on behalf of such Member.

I. Recitals.

- A. Chapter 167 of the Ohio Revised Code authorizes Ohio school districts to form regional councils of governments.
- B. This Member, through a resolution adopted by its board of education (a copy of which is attached hereto as *Exhibit B*), has determined to join the regional council of governments ("COG") formed pursuant to this Cooperative Agreement and to authorize the execution of this Cooperative Agreement, which sets forth the terms of the COG's existence and the Members' participation therein.

II. Formation, Name and Purpose of COG.

- A. *Formation.* This Member hereby agrees to join with the other Members named in *Exhibit A* of this Cooperative Agreement to form a regional council of governments pursuant to the provisions of Chapter 167 of the Ohio Revised Code.
- B. *Name.* The council of governments shall be known as the "Coalition for Fiscal Fairness in Ohio" (the "Coalition").
- C. *Purpose/No Private Inurement.* The purpose of the Coalition shall be to educate the public and legislative body in Ohio of the devastating effects of eliminating tangible personal property taxes from school districts with no permanent funding replacement plan. The Coalition is organized and operated exclusively for the above and other non-profit purposes, and no part of any net earnings shall inure to the benefit of any member or officer.

[Remainder of page intentionally left blank]

III. Membership in the Coalition; Governing Board.

- A. *Membership.* Each Member shall be a member of the Coalition.
- B. *Board of Directors and Officers.* Initially, the authorized representative of any school district (as provided for in the Resolution of Joinder) joining the Coalition within the first thirty days of its existence shall become a Director. Thereafter, the Members, by a majority vote, shall appoint the Board of Directors of the Coalition, which Board of Directors shall be subject to those restrictions set forth in the Bylaws in connection with the manner of appointment as a Director, number of Directors, term of appointment for a Director, manner of appointment of an officer, number of officers, and term of appointment for officers. The Members agree that, until this Cooperative Agreement is amended, the Board of Directors and the officers of such Board shall be as follows:

<u>Member</u>	<u>Name</u>	<u>Officer or Member of the Board of Directors</u>
Princeton City School District	Tracy A. Jarvis	President
Madison Local School District	Robin L. Klenk	Secretary
Solon City School District	Tim Pickana	Treasurer/Fiscal Agent
Marysville Local School District	Larry D. Zimmerman	Member
Ontario Local School District	Randall K. Harvey	Member

Individuals serving as officers shall hold such office so long as they continue to serve as the authorized representative of the corresponding Member and so long as such individual's term of office has not expired (as provided for in the Bylaws). If an individual serving on the Board of Directors and/or as an officer of the Coalition is no longer the authorized representative of the corresponding Member due to such actions as retirement or resignation from his/her current position, such individual shall no longer serve on the Board of Directors or as an officer of the Coalition, unless, the appropriate Board of Education, by a resolution, authorizes such individual to continue his/her participation in the Coalition, provided that no Member shall have more than one authorized representative.

The Board of Directors shall, by majority vote, adopt Bylaws for the Coalition. Such Bylaws shall, among other things, contain provisions enumerating the powers and duties of the Board of Directors, designating the officer positions within the Board of Directors and the method of selection thereof, and providing for the conduct of its business. The Bylaws shall also provide for the appointment of a Fiscal Officer as provided in Section 167.04 (B) of the Ohio Revised Code.

IV. Powers of the Coalition.

- A. *General Powers.* The Coalition shall possess all powers granted to regional councils of governments by Chapter 167 of the Ohio Revised Code.
- B. *Specific Powers.* The Coalition shall have the power to educate the public and legislative body in Ohio of the devastating effects of eliminating tangible personal property taxes from school districts with no permanent replacement plan, as well as carrying-out the enumerated purposes set forth in the Coalition's Bylaws.

V. Funding of the Coalition.

In order to carry-out programs and initiatives of the Coalition, the Coalition shall be funded by the dues of its Members. This Member agrees to pay the Initial Dues (as defined in the Bylaws) and other dues and/or expenses currently in effect, as determined by the Board of Directors and provided to the undersigned in writing. Dues and expenses beyond the Initial Dues (as defined in the Bylaws) shall be approved in the manner set forth in the Bylaws.

VI. Withdrawal from the Coalition.

A Member may withdraw from the Coalition in the manner set forth in the Bylaws.

VII. Term of Agreement.

The term of this Cooperative Agreement shall commence as provided in the introductory paragraph hereto and shall continue until the earlier of withdrawal from the Coalition or until the Coalition contains fewer than two members.

VIII. Additional Members/Amendment of Agreement.

Except for the addition of other Members to *Exhibit A* hereto (which shall require at least five days written notice to each Member), this Cooperative Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement on behalf of the Coalition by the governing bodies of at least a majority of the Members. *Exhibit A* hereto may be modified by adding a member or members without a vote of the Members, but shall require the approval of the President of the Board of Directors and at least five days notice to the Members. A modification, amendment or supplement shall be effective as to any Member without further approval of that Member's governing body.

IX. Miscellaneous.

- A. This Cooperative Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Cooperative Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

- B. This Cooperative Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- C. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on *Exhibit A* or at such other address as that party may designate; or (c) delivered by hand or messenger delivery service, by e-mail or by telephone facsimile transmission, with appropriate confirmation of receipt.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the _____ School District through its duly authorized signer(s), has executed this Regional Council of Governments Cooperative Agreement as of the date set forth opposite the signer's signature.

_____ SCHOOL DISTRICT

By: _____

Chief Financial Officer

Date of Execution
And Effective Date:

_____, 20__

Date: 11/02/2011
Time: 1:05 pm

HORDONIA HILLS CSD
Financial Report by Fund

Page: 1
OFDSUM0

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 001 - GENERAL:							
5,146,541.29	2,141,080.98	16,432,208.75	2,924,689.88	12,849,766.84	8,728,983.20	3,292,561.44	5,436,421.76
TOTAL FOR Fund 002 - BOND RETIREMENT:							
1,154,067.39	199,227.01	1,629,268.44	1,411.49	21,576.45	2,761,759.38	0.00	2,761,759.38
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
1,193,491.42	36,680.34	318,935.59	12,464.10	319,267.37	1,193,159.64	20,084.80	1,173,074.84
TOTAL FOR Fund 004 - BUILDING:							
194,489.97	0.00	12,422.94	0.00	55,494.34	151,418.57	148,021.22	3,397.35
TOTAL FOR Fund 006 - FOOD SERVICE:							
52,817.73	158,793.34	416,599.13	135,435.31	575,631.28	106,214.42-	110,584.83	216,799.25-
TOTAL FOR Fund 008 - ENDOWMENT:							
29,077.71	0.00	0.00	0.00	0.00	29,077.71	0.00	29,077.71
TOTAL FOR Fund 012 - ADULT EDUCATION:							
17,989.97	0.00	0.00	0.00	0.00	17,989.97	0.00	17,989.97
TOTAL FOR Fund 018 - PUBLIC SCHOOL SUPPORT:							
153,767.91	37,927.58	67,723.13	10,179.75	48,551.77	172,939.27	62,721.61	110,217.66
TOTAL FOR Fund 019 - OTHER GRANT:							
44,419.78	265.00	265.00	1,614.53	8,470.52	36,214.26	11,299.47	24,914.79
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:							
1,816.53	2,072.95	2,788.50	364.63	1,577.09	3,027.94	3,166.99	139.05-
TOTAL FOR Fund 022 - DISTRICT AGENCY:							
45,016.87	0.00	0.00	0.00	0.00	45,016.87	0.00	45,016.87
TOTAL FOR Fund 200 - STUDENT MANAGED ACTIVITY:							
93,646.69	24,178.79	46,022.09	7,425.69	9,117.81	130,550.97	34,688.78	95,862.19
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
144,461.53	66,590.99	151,931.50	35,584.65	145,946.98	150,406.05	34,605.26	115,800.79
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
77,133.25	0.00	146,340.22	17,913.51	152,003.42	71,270.05	81,098.84	9,828.89-
TOTAL FOR Fund 432 - MANAGEMENT INFORMATION SYSTEM							
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FOR Fund 440 - ENTRY YEAR PROGRAMS:							
37.10	0.00	0.00	37.10	37.10	0.00	0.00	0.00

Date: 11/02/2011
Time: 1:05 pm

NORDONIA HILLS CSD
Financial Report by Fund

Page: 2
(FDSUN)

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUND							
58,780.94	35,846.93	125,303.36	1,902.50	193,328.81	9,244.51-	16,240.00	25,484.51-
TOTAL FOR Fund 504 - EDUCATION JOBS FUND:							
17,998.79	0.00	0.00	18,849.57	18,849.57	850.78-	0.00	850.78-
TOTAL FOR Fund 506 - RACE TO THE TOP:							
7,448.93	6,730.17	6,730.17	1,938.00	20,530.07	6,350.97-	12,000.00	18,350.97-
TOTAL FOR Fund 516 - IDEA PART B GRANTS:							
523,559.90	538,947.58	538,947.58	175,350.44	1,247,529.78	185,022.30-	100,383.08	285,405.38-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND:							
87,478.57	0.00	0.00	13,515.95	87,478.57	0.00	0.00	0.00
TOTAL FOR Fund 533 - TITLE II D - TECHNOLOGY:							
145.24	920.42	920.42	0.00	1,065.66	0.00	0.00	0.00
TOTAL FOR Fund 551 - LIMITED ENGLISH PROFICIENCY:							
1,446.67	0.00	0.00	210.00	1,656.67	210.00-	0.00	210.00-
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE							
26,943.83	180,039.38	180,039.38	2,269.84	209,253.05	2,269.84-	999.50	3,269.34-
TOTAL FOR Fund 584 - DRUG FREE SCHOOL GRANT FUND:							
337.55	4,410.63	4,410.63	0.00	4,748.18	0.00	0.00	0.00
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:							
41,639.16	33,263.32	33,263.32	0.00	74,902.28	0.20	0.00	0.20
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:							
1,327.15	66,797.48	66,797.48	250.00	70,722.21	2,597.58-	757.55	3,355.13-
GRAND TOTALS:							
9,115,881.87	3,533,772.69	20,180,717.63	3,361,406.94	16,117,545.82	13,179,053.68	3,929,213.47	9,249,840.21

NORDONIA HILLS CITY SCHOOLS
Comparative Financial Statements for Four Months
Month Ended October 31, 2011

33.33%

	YEAR TO DATE		YEAR TO DATE		% CHANGE	FORECAST	
	10/31/2010	10/31/2011	INCREASE/DECREASE			FY 2011-2012	FORECAST %
REVENUES							
General Property	\$ 11,051,430	11,097,662	\$ 46,232	0.4%	\$ 22,247,636	49.9%	
Tangible Personal Property	699,751	703,666	3,915	0.6%	1,419,560	49.6%	
State Grants In Aid	1,661,927	1,654,956	(6,971)	-0.4%	4,667,679	35.5%	
Public Utility/Tan Replace	320,230	6,592	(313,638)	-97.9%	-		
Property Tax Allocation/Rollback	2,738,011	1,569,417	(1,168,594)	-42.7%	5,571,892	28.2%	
Other Operating Income	272,172	447,126	174,954	64.3%	790,151	56.6%	
TOTAL REVENUES	16,743,521	15,479,419	(1,264,102)	-7.5%	34,686,920	44.6%	
EXPENDITURES							
Salaries and Wages	8,381,259	7,564,673	(816,586)	-9.7%	22,787,081	33.2%	
Fringe Benefits	3,307,867	2,445,053	(862,814)	-26.1%	8,623,920	28.4%	
Purchased Services	1,804,824	2,083,829	279,005	15.5%	5,848,142	35.6%	
Supplies and Materials	638,004	490,905	(147,099)	-23.1%	1,246,322	39.4%	
Capital outlays	194,522	61,250	(133,272)	-68.5%	289,797	21.1%	
Other Objects	288,774	289,526	752	0.3%	667,617	43.4%	
TOTAL EXPENDITURES	14,615,250	12,935,236	(1,680,014)	-11.5%	39,462,879	32.8%	
OPERATING EXCESS REV OVER EXP	\$ 2,128,271	\$ 2,544,183	415,912		\$ (4,765,959)		
OTHER FINANCIAL SOURCES	384,825	952,790	567,965		952,790	100.0%	
OTHER FINANCIAL USES	6,430	20,860	14,430		550,000	3.8%	
NET OTHER SOURCES AND USES	\$ 378,395	\$ 931,930	553,535		\$ 402,790		
EXCESS REVENUE OVER EXPENSE	\$ 2,506,666	\$ 3,476,113	\$ 969,447		\$ (4,363,169)		
BEGINNING CASH	\$ 8,624,241	\$ 5,252,019			\$ 5,252,019		
ENDING CASH	\$ 11,130,907	\$ 8,728,132			\$ 868,850		
Outstanding Encumbrances	\$ 3,041,321	\$ 3,292,561					

SOURCES The information contained above was taken from the SMZM report.
NOTES Forecasted Amounts agree to the current year of the five year forecast. (October, 2011)
 thru October 31, 2011 the district paid out 9 of its 26 payrolls.



For State Archives - LGRP Use Only

Date Received: _____

Date Reviewed: _____

Items requested for transfer: YES NO

If YES, attach copy of transfer form

CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 1

See instructions before completing this form. Must be submitted with PART 2

Nordonia Hills City School District	Tracie Collins	330-908-6230	Treasurer's Office
(local government entity)	(unit)	(telephone number)	(location of records)
9370 Olde Eight Road	Northfield	44067	Summit
(address)	(city)	(zip code)	(county)
			(date mailed to LGRP)

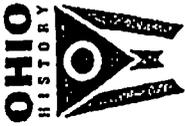
I hereby certify that the records listed on this RC-3 and attachments are being disposed of according to the time periods stated on the *approved Records Retention Schedules (RC-2) or Application for One-Time Records Disposal (RC-1)* listed below. No record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. In addition, microfilm created in place of any original record listed on this RC-3 will be stored according to ANSI Standards and all microfilm master negatives will only be used to create use copies. It is a responsibility of the local government to ensure the preservation and accessibility of any records retained in electronic format.

(signature of responsible official) _____ Treasurer 330-467-4589

(title) _____ (telephone number)

To have this form returned to the Records Commission electronically, include an email address Tracie.Collins@nordoniaschools.org

**Please Note: The State Archives retains RC-3 forms for seven years.
It is strongly recommended that the Records Commission retain a permanent copy of this form.**

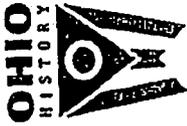


Ohio Historical Society
 State Archives of Ohio
 Local Government Records Program
 1982 Veima Avenue
 Columbus, Ohio 43211-2497

CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 2
 See instructions before completing this form. Must be submitted with PART 1.

(1) Records Series Title	(2) Authorization for Disposal		(3) Media Type To be destroyed	(4) Media Type To be retained (if any)	(5) Inclusive Dates of Records		(6) Proposed date of destruction (15 business days from receipt by OHS-LGRP)	(7) For OHS-LGRP use
	Schedule Number	Date the RC-1 or RC-2 was approved by the Records Commission			From	To		
Student Activity Records (Yearbook)	6308	7/15/96	Paper		July 2002- June 2004	12/2011		
Student Activity Records	6308	7/15/96	Paper		1999; July 2003- June 2005	12/2011		
Building Budgets	4303	7/15/96	Paper		July 1992- June 2000	12/2011		
SERS/STRS Reports	7310/7311	7/15/96	Paper		July 2004- July 2005	12/2011		
Time Sheets	7317	7/15/96	Paper		July 2001- June 2003	12/2011		
Check Registers	6309	7/15/96	Paper		July 2005- June 2006	12/2011		
Athletic Tickets	4301	7/15/96	Paper		July 2005- June 2006	12/2011		

Norcross Hills City School District
 (political subdivision name)



Ohio Historical Society
 State Archives of Ohio
 Local Government Records Program

1982 Velma Avenue
 Columbus, Ohio 43211-2497

Yearbook Records & Receipts (Building Records)	4301	7/15/96	Paper	July 2006- June 2007	12/2011	
Middle School Purchase Orders (Building Records)	4302	7/15/96	Paper	July 2004- June 2005	12/2011	
Monthly Receipts (Building Records)	4302	7/15/96	Paper	July 2006- June 2007	12/2011	
Middle School Records (Building Records)	4303	7/15/96	Paper	July 2005- June 2006	12/2011	
Work Papers	6210	7/15/96	Paper	1991; 1998; 1999- 2001	12/2011	