Setting THE P.A.C.E.

PRIDE - ATTITUDE - COMMUNITY - EXCELLENCE

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

AGENDA
June 13, 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
JUNE 13, 2011

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MINUTES
   Regular Meeting: 5/23/11
   Special Meeting: 5/4/11, 5/18/11 and 5/23/11

4. COMMENDATION

- Volunteers

Colleen Abate
Chrystal Abbott
Lamese Abuhashim
Beth Adams
Edie Adams
Nora and Rolf Ahrens
Erica Albertini
Gary and Lisa Alders
Bryon and Rebecca Aldhizer
Marie Allen
Kim Alvord
Anthony Amato
Rhonda Anderson
Meg Angus
Linda Ardo
Rondi Ardo
Maria and Anthony Armao
Denise Armstrong
Roseanne Arndt
Sherri Atha
Rose Austin
Sandra Axtell
Fatima Mezzat Azeroual
Monica and Donato Bacco
Michelle Bakonyi
Lisa Ballard
Jennifer Banish
Sandra Banks
Amy Banyasz
Paula Hupcey and John Baptista
Laura Barth
Andy Baskin
Carlyce and John Batts
Mark and Janet Bauer
Wesley Baynes
Karen Becker
Deborah and Robert Began
Mr. and Mrs. Bell
Laura Belletti
Patti Belli
Anne Berardinelli
Jen Bernkopf
Angelo Bertolone
Dave and Pam Bina
Shannon Blair
Catherine and David Bleich
Phil and Debbie Bobinski
Marsha Kulhanek Bocci
Lori and Tim Bodziony
Cheri and Bill Boliantz
William Boliantz
Maureen Bollas
Jean Bon
Kitty Boylan
Carole Brachna
Ed and Sharon Braund
Michelle Bregitzer
Debbie Breimaier
Paula Britton
Shelly and David Brookover
Bob and Diane Brown
Giovanna Brunswik
Tony and Rochelle Budroe
Debbie and Steve Bugenske
Martha and Christopher Bunn
Joe Burke
Kim Burns
Wendy Bush
Elisa Butler
Theresa Buzogany
Kris and Joseph Cali
Lisa Callahan
LeeAnn Campisi
Lisa Canupp
Stacy Carson
Tom and Carole Cercek
Cindy and Paul Chaffee
Jim and Marian Chamberlain
Lee and Tammy Chesser
Allan and Janet Chonko
Natalie Christie
Jeff Christie
Denny and Rose Chrustic
Kim Chubbick
Rosemarie Cinalli
Stephen and Madeleine Cingel

Lori Claren
Christine Ann and Larry Clark
Sue and Christopher Coblentz
Leah Coffman
Cheryl and Joe Cogan
Jeff and Julie Coghill
Lou and Caroline Colarusso
Aaron Coleman
Ken and Antoinette Collica
Jackie Collins
Carol Colombo
Tom and Tracy Coneglio
Natalie Conley
Vickie and Michael Connelly
Rose Conrad
Ann Cook
Amy and Bill Cook
Jennifer Cook
Amanda Coon
Paul and Denise Coppedge
Saundra Costello
Cynthia Costello
Annette Coyne
Julie Crawford
Ed and Diane Crockett
Marlene Cruz-Mondrugon
Shelly and Edward Curtan
Susan Daniels
Stephanie Dasher
Debbie Davis
Michelle Clark and Russell Davis
Caroline and Chip Davis
Debra Davitt
Kelly Dearth
Elizabeth DeFranco
Leslie DePiero
Laura DeShane
Michele DeVaughn
Carole and Dean Devincentis
Deanne DeWitt
Amandeep Dhillon
Jordan Dickens
Tricia Dietzen
Kathy and Garry Dobler
Marguirite Dobrzeniecki
Juli and Gregory Dockery
Diane Dodson
Karen and Ken Domzalski
Mary Donnelly
Mary Donovan
Carrie Dornbusch
Kris Dorony
Christina and Lee Dorrance
Paul and Jessica Dorsey
Mr. and Mrs. Doty
Vicki Drazil
Steve and Lisa Dressig
Jeanne Drinko
Maria Dubnicka
Sue Dulaney
Lisa Duncan
Britta Duvall
JoAnn Edmond
Cyndy Edwards
Stephanie Ehrman
Patti Elliot
Nicole Episcopo
Amy Eterovich
Michelle Evans-Jones
Michelle Fabec-Spangler
Bob and Lisa Falkowski
Mark Farley
Missy Fellmann
Patricia and Christopher Fenn
Brian and Christine Fenn
Lynette and Doug Ferguson
Jim and Susan Ferris
Mark and Gina Filakosky
Tracy Filisky
Laura Fink
James and Judy Flauto
Kitty Flauto
Deb Flynn
Tracie Ford
Elaine Foster-Griggs
Susan and Greg Foth
David and Gail Foust
Jeff Fox
Marlene and Charles Frazzin
Joan Freese
Michele Freyhauf
Cindy Freyhauf
Ed and Marie Friss
Patsy Frost
Gene and Renee Fujikawa
Julie Fulton
Laura Gabel
Elizabeth Gadowski
Nakia Gainer
Gina Galbreath
Nikki Gallagher
Marie Garner
John and Renee Garofalo
Ann Marie Garvey
Karen and Herb Gedeon
Heidi Geiger
Leslie Gelfand
Paul and Susan Gerber
Alex Gertsberg
Lisa Gervase
Rachelle Geshke
Les and Susan Gibson

Natasha Gibson
LeRita and Kenneth Gilbert
Lisa Gillota
Betsy Gizzo
Teressa and Kevin Glenn
Shelia Golebek
Diane Golembiewski
Lindsey Gopalakrishna
Therese Armstrong Gorski
Leslie Gorta
Allison Graceffo
Chris Grams
Darby Gravino
Christine Gray
Karen Greer
Mike and Becky Grell
Christine Groewa
Eric Groewa
Lisa Groewa
Del and Donna Groff
Jen Gruber
Holly and Ken Guffin
Agnes Gurko
Kim Gurtatowski
Paula Gutowski
Tammy Guy
Beth Hall
Lakisha Hameed
Brenda Hammel
Nicole Hancak
Janet Hanson
Stacy Harber
Krista Hare
Stacey Harris
Colleen Harris
Greg and Sue Harris
Tonya Hartwell
Rocky Hatfield
Kathleen Hathaway
Marlene Hathaway Zwegat
Jennifer Hawkins
Beth Hayes
Chris and Mike Heatherman
Penny and Brian Hedman
Jillian Heiser
Laurie Heiser
Julia Henderson
Kristy Hensley
Lynn Hermensky
Becky Hernandez
Terrie and Bill Hespen
Bob and Jennifer Highberger
Debbie Hiles
Don and Crystal Hill
Rhonda Hinterlong
Anita and Jim Hirsch
Melissa Hirschman
John and Gail Holt
Jill Hopkins
Liksha Hoskins
Lynn House
Tracey Hover
Ed and Judy Hovorka
Michael Howell Jr.
Ruth and Jay Howie
Jenna Huff
Al Huge
Lisa and Steve Huml
Ralph and Patti Hurst
Stacy and Derrek Hutchinson
Laryssa and Emil Hutnyan
Kim Hyde
Pat Hylkema
Paul and Sue Iacobucci
Roxanna Iannarelli
Bob and Linda Imrie
Phil Issac
Ann Jackson
Donna and Jeff Jackson
Nadya Jacoby
Cherrie Jacofsky
Dana Jankowski
Jeff Jaroscak
Stacy Jaroscak
Mary Jarosz
Larry and Lynn Jaskiel
Cheryl and Randy Jefferson
Julie Jenson
Teri and Larry Jerina
Karrie Jethrow
Jacqueline Johnson
Larhonda and Enoris Johnson
Jeremy Johnson
Angie Jones
Patricia Jones
Kimberly Williams and Jamel Jones
Martha and Jaime Juarez
Sherri Jucha
Sam Kaczmarek
Dawn Kainec
Nicole Karkoska
Bill and Robin Karlozi
Joyce Keeney
John and Laura Keeney
Becky Keller
Kerri Keller
Lisa Kellermann
Jocelyn Kelly
Jared Kent
Cheryl Keres
Blythe Keys
Tricia Kimble-Wozniak

Dale & Helen Kimpton
Kristen & Benjamin King
Mike King
Kathy Kline
Eddy and Lesia Knipfer
Laura Knotts
Sharon Kobelak
Johnna Kocab
Dawn Kogler
Debbie and Dennis Kopacz
Greg and Debbie Koperna
Beth Kopniske
Tessa Koran
Debbie Korodi
Craig and Mary Kotnik
Christina Kouba
Donna Kovacs
Mike and Renee Kowallek
Kathy Krakora
Joe and Annette Kramp
Kathy Kraus
Greg Kravchuck
Sally Krempasky
T. Katie Kruse
Bill and Donna Krusinski
Leslie Kubik
Deana Kuenzel
Holli Kutil
Deanne Kvach
Paul and Kelly Labonte
Stacey Lacey
Carl Lajoie
Marla LaMarca
Don Lamberton
Diana Lammers
Shannon Larsen
Tammy Lauer
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Denise Leach
Barb Leden
Kim Leigh
Michael Lester
Pam and David Letterle
Michelle Levay
Barbara Levay
Ruth Lewicki
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Rob and Cheryl Lewis
Brian and Karen Lewis
Tim and Veronica Lewis
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Mary-Margaret Licht
Kelly Brown and Erich Licht
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Stacey Liniman
Karen Lippincott
Todd and Candi Loeschelder
Linda Lohm
Mrs. Lohrey
Frank and Kathy Loneczak
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Evelinne Lopes
Jennifer Lopez
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Khara Mack
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Tiffany Madden
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Beth Mancini
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Mrs. Manocchio
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Cindy Mather
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Cindy Matyus
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Dazjsa McDaniel
Heather and Edward McDonald
Kristine McFarland
Jolynn McFerren
Shelby and Matt McGing
Amy McGuire
Michael and Kimm McKinney
Ryan and Lauren McMahon
Lynn and Richard McMasters
Dennis and Barb McMichael
Bill and Sandy McRitchie

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Jerry and Pam Meeks
Elizabeth Mellino
Carmie Mellone
Rochelle Menezes
Tracy Mericka
Michele Messina
Kassan Miah
Zach Miley
Dawn Milianta
Lori and Gary Miller
Mary Mimms
Greg Minniear
Mikey Miroewski
Annette Mislosky
Greg and Michelle Mitchell
Carrie Mitchner
Bing and Winston Miu
Becky Mohler
Carrie Monaco
Laurie and Chris Mong
Kristen Montgomery
Nicole Morgenstern
Terri and Mark Morilak
Diane and Kevin Morris
Erin Muri
Maria Musarra
Halle Musone
Debi Napier
Michelle Natali
Brett and Jodi Neff
Mark and Mary Jo Nelisse
Rebecca Nemec
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Andrea Niro
Anna and George Nites
Jennifer North
Tracy Nyce
Cindy O'Connor
Karen Olczak
Dave and Leann Olivier
Karen Ollis-Toula
Ann Olsen
Bill O'Neal
Dennis and Laura O'Neill
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Nancy Schaeffer
Amanda Schaub
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Roberta and Jay Schlegel
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Jerry and Christine Schmitt
Betty Schneider
Jenni Schneider
Lisa Schonauer
Joe and Vicki Schratz
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Beverly Schueren
Tom and Sharon Scott
Kathy Seascholtz
Rev. Richard Seawright
Dawn Sedor
Marcia Selbee
Julie Seliyman
Jennifer Senk
Mrs. Serbinowski
Farhad and Kim Sethna
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Vrajvallabh Shah
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Jane and Scott Shubert
Shelly and Charles Shuster
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Mieshawn Singleton
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Corrie Smagola
Edward Smith
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Kari Elshaw and Brandon Smith
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Wanda and Felix Smith
Lynn and Dave Smith
Beverly Smith
John Smoleny
Tim and Mary Ellen Snyder
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Shiela Sopko
Dan and Dawn Soukup
Angelo Spadaro
Angelo Spadaro
Dante and Pam Spagnoli
David Spangler
Matthew and Cynthia Spellman
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Sharon Spychola
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Jill Stancil
Debbie Stehlik
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Dan and Lori Stevens
Tim and Amy Strauss

Tammy and Ken Strong
Sharol and John Sugalski
Kristen and Tom Sullivan
Lois Sutor
Dena Swaboda
Elaine and Ron Swiatek
Stephanie Syllaba
Carrie Syllaba
Deborah and James Szabo
Shannon Talboo
Kevin Tanner
Raymond Tao
Tiffany Tarnowski
Krista Tasler
Clarissa Tate
Dr. Bobbie Taylor
Roz Taylor
Amy Taylor
Lisa Testa
Shayla Thomas
Gayle and Don Thompson
Richard Thompson
Gary and Gisele Thornton
Bob Tinfina
Lisa and Terry Toaz
Ann Tobias
Krista Tokarz
Kayla Tomak
Tim Tomkovicz
Lisa Tonon
Cindy and Steve Toth
Becky Toukonen
Jessica Townsend
Susan and Robert Tracy
Kim Travers
Betty Ann and Ronald Trzeciak
Mr. Turner
Jennifer Tuttle
John and Maria Tyrrell
Kim Bradley and Malcom Tyus
Wendy Urich
Cheryl Banks and Kevin Valentine
Madhavi Valiathan
Teresa and Jeff VanDerMeulen
Aileen and Raymond Varga
Larissa and Sedric Veal
John and Susan Vetrovsky
Sally Vickers
Kris and Sean Victor
Ronda Villamagna
Lynn Vinson
Jim Virost
Holly Voelker
Cindy and Dave Vollmer
Bill and Colleen Vrabel
Joe and Connie Vukmanic
Sue Wahl
Amanda Walters
Lisa Ward
Terry and Tina Wascovich
Suzanne and James Washabaugh
Shawn and Theopolis Washington
Dave Watroba
Kimberly Watson
Laurie and Dave Webber
Angie Welch
Bob Wells
Carrie Welu
Kathy Wendel
Pam Westbrooks
Equanna Westbrooks
Andrea Wezey
Amy Whetzel
Chris While
Teresa White
Darlene White
Debbie Whitehead
Christian Whitworth
Rebecca Wiehe
Laura and William Wiemer
Teresa Wilborn
Debbie Wilhelm
Amy Williams
Jane Williams
Margaret and Scott Williams
Ann Marie Willis
Betsey Wilson
Lynne Wilson
Trudy Winstead
Richard and Tracy Wodarczyk
Susan and Jeff Wodecki
Wilson and Lynn Woicehovich
Larry and Sue Wolf
Bonnie Wolff
John Wright
Alice Wyatt
Wendy Wysocki
Kim Young
Kim and Rick Zadnik
Denise Zagata
Peggy Zajac
Gene Zajack
Jamie and Stanley Zalar
Karen and Keith Zangara
Rick and Chris Zapora
Dr. Gretchen Zarle
Amy Zender
Tony and Teresa Zingale
Lynn Zuchinski
Bob and Diane Zuercher
Vondrak Family

5. COMMUNICATION

- "Race to the Top" (RttT)

6. DONATIONS

- Crossroads Chiropractic Center, LLC, donation of $300
- Nordonia Schools Foundation, donation of $150

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

NEXT BOARD MEETING: July 18, 2011

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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SUPERINTENDENT'S REPORT
June 13, 2011

1. **RECOMMENDATION TO RENEW A CONTRACT FOR PHYSICAL THERAPY SERVICES**

The Superintendent recommends the renewal of a contract with Lisa Dietsche, LPT, ATP to provide physical therapy to students in our district for the 2011-12 school year and extended school year service. Physical Therapy Services will be provided by Ms. Dietsche at a rate of $60.00 per hour or by a Physical Therapy Assistant (PTA) under the supervision of Ms. Dietsche at a rate of $50.00 per hour. This contract is estimated at $55,000.00 and is effective August 24, 2011 and shall remain in full force for a period of one (1) year.
(Exhibit #S#1)

2. **RECOMMENDATION TO RENEW CONTRACT FOR OCCUPATIONAL THERAPY SERVICES**

The Superintendent recommends the renewal of a contract with Rebecca L. Mohler and Associates, Inc. to provide occupational therapy for 2010-2011 extended school year services and in our district for the 2011-2012 school year. This contract is estimated at $134,680.00, is effective June 17, 2011 and shall extend to June 30, 2012.
(Exhibit #S2)

3. **RECOMMENDATION TO APPROVE AGREEMENT WITH MAYFIELD CITY SCHOOLS – MILLRIDGE CENTER FOR THE HEARING IMPAIRED**

The Superintendent recommends the approval of the following contract with Mayfield City Schools for one (1) student to attend Millridge Center for the Hearing Impaired for the 2011-12 school year. The cost of this contract is $69,970.
(Exhibit #S3)

4. **RECOMMENDATION TO RENEW HEALTH SERVICES CONTRACT WITH SUMMIT COUNTY HEALTH DEPARTMENT**

The Superintendent recommends the renewal of the following contract with Summit County Health Department to provide nursing and health aides for all buildings, as well as, Family Life Education at grade 5 for the 2011-2012 school year. This contract will not exceed $219,400.00.
(Exhibit #S4)

5. **RECOMMENDATION TO RENEW CONTRACT WITH THE AKRON AREA YMCA**

The Superintendent recommends approval of the agreement with the Akron Area YMCA to provide the Phoenix Alternative Learning Environment for the 2011-12 school year. P.A.L.E. provides a program in lieu of suspension program for 7-12 graders and will be housed at Nordonia High School. This contract is estimated at $44,677.
(Exhibit #S5)

6. **RECOMMENDATION TO APPROVE CONTRACT WITH MC KEON EDUCATION GROUP**

The Superintendent recommends that the Board approve a contract with McKeon Education Group, Inc. for health services for St. Barnabas School. The cost of the agreement is $33,000.00 for the 2011-12 school year and will be paid out of the Auxiliary Service Fund at no cost to the Nordonia Hills Board of Education. This contract is contingent upon the annual allocation for FY11-12 from the State of Ohio.
(Exhibit #S6)

7. **RECOMMENDATION TO APPROVE CONTRACT WITH MC KEON EDUCATION GROUP**

The Superintendent recommends that the Board approve a contract with McKeon Education Group, Inc. for psychology services for St. Barnabas School. The cost of the agreement is $64,500.00 for the 2011-12 school year and will be paid out of the Auxiliary Service Fund at no cost to the Nordonia Hills Board of Education. This contract is contingent upon the annual allocation for FY11-12 from the State of Ohio.
(Exhibit #S7)

8. **AGREEMENT WITH CLEVELAND CLINIC CHILDREN'S HOSPITAL FOR REHABILITATION (CLEVELAND CLINIC CENTER FOR AUTISM)**

The Superintendent recommends the approval of the following contract with Cleveland Clinic Children's Hospital for Rehabilitation for one (1) student to attend Cleveland Clinic Center for Autism School effective September 6, 2011 and shall continue in full force and effect until August 10, 2012. The cost of this contract is $71,106.
(Exhibit #S8)

9. **RECOMMENDATION TO RENEW SCHOOL DISTRICT LIABILITY INSURANCE THROUGH TODD ASSOCIATES, INC AND THE OHIO SCHOOLS COUNCIL**

The Superintendent recommends the purchase of educators' liability, general liability, crime and excess liability insurance coverage from Ohio Casualty through agent Todd Associates, Inc and the Ohio Schools Council for the period July 1, 2011 through June 30, 2012 for the annual premiums of $21,959 for the general liability, educators' liability, crime and violent event policy and $8,496 for the excess liability policy. The policy limits are $8,000,000 per claim and $9,000,000 annual aggregate.

10. **RECOMMENDATION TO RENEW SCHOOL DISTRICT FLEET INSURANCE THROUGH TODD ASSOCIATES, INC AND THE OHIO SCHOOLS COUNCIL**

The Superintendent recommends the purchase of fleet insurance coverage from Ohio Casualty through agent Todd Associates, Inc and the Ohio Schools Council for the period July 1, 2011 through June 30, 2012 for the annual premium of $27,172. The policy limits are $1,000,000 liability with an additional $7,000,000 per occurrence/aggregate coverage provided by the excess liability policy.

11. **RECOMMENDATION TO RENEW SCHOOL DISTRICT PROPERTY, INLAND MARINE, BOILER AND MACHINERY INSURANCE THROUGH TODD ASSOCIATES, INC AND THE OHIO SCHOOLS COUNCIL**

The Superintendent recommends the renewal of property and inland marine insurance coverage from Ohio Casualty and boiler and machinery insurance from Travelers through agent Todd Associates, Inc and the Ohio Schools Council for the period July 1, 2011 through June 30, 2012 for the annual premium of $60,307. The Ohio Schools Council annual program fee of 3% for all insurance coverage has been waived for 2011.

12. **RECOMMENDATION TO APPROVE AGREEMENT WITH ASG EDUCATION SERVICES, LLC**

The Superintendent recommends the approval of the following agreement with ASG Education Services, LLC, LEAP Program. The terms of this agreement will not exceed one (1) year and will automatically expire at the end of the one year term of this Agreement. The estimated cost of this contract is $ 112,500.00 for (5) students.
(Exhibit #S9)

13. RECOMMENDATION TO AWARD LEDGEVIEW ELEMENTARY SCHOOL ROOF RESTORATION PROJECT

The Superintendent recommends the award of the Ledgeview Elementary School Roof Restoration Project to Design-Build Solutions, Inc. through the Ohio State Term Schedule #800114. Total cost for the entire project including materials and labor is $210,197.
(Exhibit #S10)

14. RESOLUTION TO APPROVE PARTICIPATION IN THE COOPERATIVE PURCHASING PROGRAM WITH THE STARK COUNTY SCHOOLS COUNCIL

The Superintendent recommends approval of an agreement with the Stark County Schools Council to become a member of the COG and participate in its cooperative purchasing program.
(Exhibit #S11)

15. RECOMMENDATION TO APPROVE PERSONNEL ITEMS

CERTIFIED:

NEW ASSIGNMENT

Kimberly Hauge, (R) HS, Intervention Specialist, salary based on MA & 4 of the Teachers Salary Schedule, effective for the 2011-2012 school year

RESIGNATION

Michael Szabo, HS Industrial Technology, effective 8/12/2011

SUBSTITUTES

Andrew Bonath
Leslie Paoletti

TITLE I SUMMER SCHOOL TEACHERS GRADES KG – 6 (*correction and additions*)

The Superintendent recommends that the following employees be reimbursed for their work as summer school teachers at the rate of $25.44 per hour for first year summer school teachers, $27.26 per hour for second year summer school teachers, and $30.90 per hour for third and above year summer school teachers; not to exceed 105 hours:

First Year	Second Year	Third & Above
Kathleen Campopiano	Kristen Finley	Jason Witschey

TITLE I PARENT NIGHT SUPPORT

The Superintendent recommends that the following employees be reimbursed for their support during the Title I parent night on May 23, 2011; not to exceed 3.5 hours paid at the curriculum rate using Title I funds:

Marlene Antonius	Melanie Dillon	Vivian Varjas

TITLE I SUMMER SCHOOL ELA CURRICULUM

The Superintendent recommends that Kim Hauge be reimbursed for her work in developing the ELA curriculum for the Title I summer school; not to exceed 35 hours paid with Title I funds.

CLASSIFIED:

RETIREMENT

Judith Helkowski, LE Educational Assistant, for the purpose of retirement, effective 7/1/2011
Arlone Montgomery, Bus Driver, for the purpose of retirement, effective 7/1/2011
Michele Kalchert, RW Cafeteria Helper, for the purpose of retirement, effective 7/1/2011

SUBSTITUTES

Armin Adilovic	Custodial
Ann Andrassy	Educational Assistant
Eunice Bardoun	Cafeteria, Educational Assistant, Clerical
Robert Bednar	Custodial
Jeri Carr-Serbinowski	Educational Assistant, Sped Assistant
Beth Coneglio	Educational Assistant, Sped Assistant, Clerical
Janet Cox	Bus Driver
John Dusek	Custodial
Gina Filakosky	Educational Assistant, Clerical
Sharon Flora	Educational Assistant, Sped Assistant
Linda Frejofsky	Educational Assistant, Sped Assistant
Patricia Frost	Cafeteria
Richard Forsythe	Bus Driver
Julie Fulton	Educational Assistant, Clerical
Renee Fujikawa	Clerical, Educational Assistant, Security
Agnes Gurko	Educational Assistant, Sped Assistant
Jennifer Highberger	Cafeteria, Educational Assistant, Clerical
Gilmer Holland	Custodial
Janis Hovan	Cafeteria
Karen Issac	Educational Assistant, Sped Assistant
Donna Jackson	Educational Assistant
Beverly Jagger	Educational Assistant, Sped Assistant
Susan Kachele	Bus Driver
Julianne Kaczmarek	Cafeteria, Educational Assistant, Sped Assistant, Clerical
Gayle Karaffa	Cafeteria, Educational Assistant
Theresa Leonardi	Custodian
Laurel Lohrey	Educational Assistant, Sped Assistant
Ruthann Lowmiller	Clerical
Lois McRitchie	Cafeteria, Educational Assistant, Clerical
Linda Mika	Cafeteria, Educational Assistant
Jennifer North	Sped Assistant
Nancy O'Brien	Custodial
Awilda Olah	Cafeteria, Clerical
Meribeth Pannitto	Clerical
Jospeh Percher	Bus Driver
Frank Pretzloff	Custodial
Iva Roznik	Cafeteria, Educational Assistant
Richard Semenas	Custodial

Sheila Sopko	Educational Assistant
Celeste Spencer	Cafeteria, Educational Assistant, Sped Assistant
Cheryl Stumpf	Cafeteria, Educational Assistant, Clerical
Hirametta Townes	Educational Assistant, Sped Assistant
Linda Urich	Cafeteria
Susan Vetrovsky	Educational Assistant, Clerical
Mary Alice Walerski	Cafeteria, Clerical
Lura Zajc	Educational Assistant

SUMMER CAMPS

The Superintendent recommends that the following receive salaries for coaching self-funded summer athletic camps, the salaries are a percentage of the total revenue not to exceed set amount:

Tennis Camp (Gr. 5-12)	Ryan Vehar	$ 450.00
(June 20 – 23, 2011)	Cory Hatfield	450.00
Volleyball Camp (Gr. K-5)	Lori Snider	$ 350.00
(June 16 – 17, 2011)		
Volleyball Camp (Gr. 6-12)	Vicki Brault	$4,500.00
(June 20 – 23, 2011)	Lori Snider	800.00
	Tim Schifle	400.00

SUMMER WORKERS

Greg Brooks
Nancy Jaggers
Jason Kopp
Matt Lupica
Jim Mantz
James Nemec
Theresa Runivitch

TREASURER'S REPORT
June 13, 2011

1. **RECOMMENDATION TO APPROVE FINANCIAL STATEMENTS**

The Treasurer recommends that the Board approve the Financial Statements for the month ending May 31, 2011. See Exhibit T1:

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

2. **RECOMMENDATION TO APPROVE ADVANCES**

The Treasurer recommends that the Board approve the schedule of advances as follows for the period ending May 31, 2011:

From:	General Fund	(001)	$205,000.00
To:	Cafeteria	(006)	$205,000.00
Description:	Advance pending receipts		
From:	General Fund	(001)	$85,000.00
To:	Clean Diesel	(499)	$85,000.00
Description:	Advance pending Federal receipts		
From:	General Fund	(001)	$42,000.00
To:	Federal ECSE Grant	(587)	$42,000.00
Description:	Advance pending Federal receipts		
From:	General Fund	(001)	$11,000.00
To:	Federal IDEA	(516)	$11,000.00
Description:	Advance pending Federal receipts		

3. **FISCAL 2011 CERTIFICATE OF AVAILABLE BALANCES**

The Treasurer recommends the Board of Education authorize the filing of the Certificate of Available Balances with the Summit County Fiscal Office on June 30, 2011. This document certifies the ending balances of the District's funds as of June 30, 2011.

4. **RECOMMENDATION TO AMEND 2011 APPROPRIATIONS**

The Treasurer recommends the Board amend the fiscal 2011 appropriations.
(Exhibit T2)

5. **RECOMMENDATION TO SET THE TEMPORARY 2012 APPROPRIATIONS**

The Treasurer recommends the Board approve temporary appropriations for fiscal year 2012 at 25% of the 2011 appropriations. The temporary appropriations shall be replaced with permanent appropriations on or before September 30, 2011.

6. **HEALTH BENEFIT PREMIUMS FY 2011-12**

The Treasurer recommends the Board of Education to approve the health benefit premiums for FY 2011-12 as recommended by Stark County Schools Council of Governments.

This is an increase of 5%.

7. **PREMIUM HOLIDAY**

The Treasurer recommends the Board of Education approve a premium holiday for the months of June and July 2011. This is an estimated savings of $459,000 per month to the Board of Education. Employees will also enjoy a savings for their portion of the premiums.

NORDONIA HILLS
CITY SCHOOL DISTRICT
BOARD OF EDUCATION MEETING

June 13, 2011

EXHIBITS

AN AGREEMENT BETWEEN

LISA DIETSCHE, PT, LLC
And
NORDONIA HILLS CITY SCHOOL DISTRICT

INDEPENDENT SERVICES AGREEMENT (PHYSICAL THERAPY)

THIS AGREEMENT is entered into in Northfield, Ohio as of this ____ day of _____, 20___, by and between BOARD OF EDUCATION OF NORDONIA HILLS CITY SCHOOL DISTRICT ("Board") and LISA DIETSCHE, PT, LLC, an Ohio limited liability company (the "Contractor").

RECITALS

WHEREAS, Contractor has been notified and acknowledges that no promises or assurances of ongoing contractual physical therapy services have been made to her by the Board; and

WHEREAS, the position of administering physical therapy requires short-term, unsupervised work requiring the exercise of discretion, judgment and technical expertise by Contractor; and, as such, Contractor acknowledges that this is a contract for independent services and is not a regular or permanent, part-time or full-time employment position with the Board; and

WHEREAS, Contractor also acknowledges that this position does not entitle Contractor to any fringe benefits, sick leave or paid vacation and that taxes will not be withheld and will be the responsibility of Contractor;

NOW, THEREFORE, IT IS MUTUALLY AGREED, that as of the signed date of this Agreement as set forth below, Contractor is to serve in the capacity of "physical therapist" and that the Board hereby contracts with her to serve in this position. As the physical therapist, Contractor shall provide physical therapy services to students of the District within the school environment and the home environment for students on home instructions.

1. Term. The term of this Agreement shall commence on August 30, 2011 and shall remain in full force until August 31, 2012. Either party upon thirty (30) days written notice of termination may terminate this Agreement. Board may terminate this Agreement upon the occurrence of any default by Contractor hereunder in addition to any other remedies.

2. Services. Services provided by Contractor hereunder will consist of a minimum of one (1) hour and a maximum of twenty two (22) hours per week, and a maximum of twelve (12) hours of extended school years physical therapy

services. The Contractor will be responsible for maintaining and providing copies to the Board of all records of treatment procedures, programs established, IEP/IHP development, review and ninety (90) days written progress notes. Contractor agrees to comply with all FERPA and HIPAA regulations.

Contractor agrees that all physical therapy services shall be rendered in an ethical and proper manner and Contractor shall at all times be duly licensed to practice Physical Therapy in the State of Ohio. The Contractor warrants that she is licensed and qualified to provide physical therapy services in the State of Ohio and will remain so licensed during the term of this Agreement. The Contractor shall provide the services required hereunder according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor but shall be in accordance with the guidelines established by the District. In providing such services, the Contractor shall not be subject to the control or supervision of the Board, except as to the results of the work. The Contractor shall be entirely and solely responsible for her acts while engaged in the performance of services hereunder. The Contractor is not prohibited from providing therapy services to other patients or school districts not associated with the Board.

3. Compensation. The Board shall compensate Contractor at the rate of sixty dollars ($60.00) per hour for Physical Therapist (PT) services, and a rate of fifty dollars ($50.00) per hour for Physical Therapist Assistant (PTA) services, inclusive of travel time to and from the school(s) and a student's home or home instruction. Should additional sites be added, travel time between will be included in service hours.

   Board agrees to reimburse for services provided within twenty (20) days of its receipt of reimbursement from the District for Contractor's services.

4. Insurance; Indemnification. Contractor will provide her own malpractice insurance in an amount sufficient to cover services hereunder. Contractor agrees that the provision of workers' compensation coverage for the physical therapy services rendered hereunder is the sole and exclusive responsibility of Contractor. Contractor agrees to indemnify the Board against all liability for injury to person or property arising out of any tortious act or omission by Contractor while in the performance of his duties under this Agreement..

5. Independent Contractor. The Contractor acknowledges that the services rendered by the Contractor pursuant to this Agreement are on an independent contractor and direct seller basis. Nothing contained in this Agreement shall be construed to constitute the direct seller basis. Nothing contained in this Agreement shall be construed to constitute the Contractor as a partner, shareholder, agent, or employee of the Board. Neither the Board nor the Contractor shall have the

authority to bind the other in any respect, and the Board and the Contractor shall remain solely responsible for their own respective actions, taxes, dividends, liabilities, and reports to governmental agencies. The Contractor will not be treated as an employee of the Board with respect to the services provided hereunder for federal, state or local tax purposes. The Contractor understands that her status as an independent contractor requires that he pay self-employment tax imposed by Section 1401 of the Internal Revenue Code of 1986, as amended, and federal, state or local income taxes. Upon request, Contractor shall provide proof of such reporting. The Contractor shall have no authority, either express or implied, to assume or create, on behalf of the Board, any obligation or responsibility of whatsoever kind or nature.

6. Exclusion From Other Benefits. During the term of this Agreement, the Contractor shall not be entitled to participate, or benefit under, any pension plan, profit sharing plan, or similar plan, or any group insurance policy or program, including, life, health, accident, disability and professional liability coverage, vacation policy, medical reimbursement plan or any other employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974), or any arrangement for reimbursement of expenses, which may be, from time to time, adopted, sponsored or maintained by the Board, or to which the Board shall contribute, for the benefit of some or all of the employees of the Board.

7. Notices. Any notice or other communication required or desired to be given hereunder shall be deemed sufficiently given when delivered personally or mailed by first class or certified mail, given to or addressed as follows:

If to Board: Board of Education of the
Nordonia Hills City School District
9370 Olde Eight Road
Northfield, Ohio 44067

If to Contractor: Lisa Dietsche, PT, LLC
Attn: Lisa Dietsche
3702 Cook Road
Medina, Ohio 44256

8. Restrictive Covenants. During the term of this Agreement and or two years after termination of this Agreement, Contractor shall not engage in any of the following actions, whether acting on his own behalf or as an agent, employer, officer, director, shareholder, member, employee, consultant, affiliate, or in any other capacity in concert with, or on behalf of any third party:

(a) Contractor shall not divulge confidential information belonging to or

relating to the Board except to employee or agents of the Board entitled thereto.

(b) Contractor shall not use such confidential information except to discharge Contractor's duties under this Agreement.

In addition, Contractor acknowledges that all patient lists, charts, and records are the property of the Board. Upon termination of this Agreement, Contractor shall not remove such items or copies from the Board's office without the Board's prior written consent and will return to the Board all such items and all supplies, equipment and materials which are the property of the Board. Contractor acknowledges that a breach of Contractor's obligations under this Section will cause the Board immediate and irreparable damage and agrees that the Board shall be entitled to injunctive relief (including a temporary restraining order, temporary injunction, and permanent injunction) for such breach in addition to all other legal and equitable remedies available to the Board. Contractor agrees that the Board shall not be required to prove actual damages or post any bond with respect to such injunctive relief and Contractor agrees that he or she shall not object to the granting of injunctive relief or to the waiver of bond.

9. Governing Law; Reformation; Severability. This Agreement is made and may be performed in part in Ohio, and the various terms, provisions, covenants and agreements, and the performance thereof, shall be construed, enforced and determined under and with reference to the laws of the State of Ohio. If all or part of Section 8 shall be found by a court of competent jurisdiction to be invalid or unenforceable, such court shall exercise its discretion in reforming such provision to the end that contractor shall be subject to restrictive covenants that are reasonable under the circumstances and enforceable by the Board. If any one or more other covenants, agreements, terms and provisions herein contained shall be held contrary to the policy or express law, or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such covenants, agreement, terms and provisions shall be deemed separable from the remaining covenants, agreements, terms and provisions of this Agreement such holders shall in no way affect the validity or enforceability of any of the other covenants, agreements, terms and provisions hereof. Further, to the extent any term, condition and provision of this Agreement is capable of being modified in order to be made enforceable, a court of competent jurisdiction is required to do so.

10. Non-Discrimination. Both the Board and Contractor will not discriminate in the provision of services under their authority to an eligible individual and shall ensure non-discrimination in employment, access to facilities, programs and activities on the basis of race, color, age, sex, creed, disability, or national origin.

11. Miscellaneous. This Agreement constitutes the entire understanding of the parties

hereto with respect to the subject matter hereof, any may not be modified, changed or amended except in writing signed by each of the parties hereto. This Agreement may be signed in duplicate, each of which shall be deemed an original hereof. The captions of the several sections and subsections of this Agreement are not a part of the contest hereof, are inserted only for convenience in locating such sections and subsections, and shall be ignored in construing this Agreement. Each promise and covenant of the Contractor under this Agreement shall survive the termination of this Agreement. This Agreement shall be binding on and shall inure to the benefit of the Board and the Contractor and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns, as the case may be. The terms and conditions and provisions of this Agreement are severable, if any one or more of the terms, conditions and provisions of this Agreement are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions shall be binding and enforceable to the extent enforceable in any jurisdiction. Further, to the extent any term, condition and provision of this Agreement is capable of being modified in order to be made enforceable, a court of competent jurisdiction is requested to do so. The failure by either party to this Agreement to insist upon strict compliance with any of the terms, covenants or conditions hereof, shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power under this Agreement at any time be deemed a waiver or relinquishment of such right or power at any other time. No change, alteration or modification to this Agreement shall be made, except in writing signed by both parties. All prior correspondence, conversations or memoranda between the parties are merged into and replaced by this Agreement.

IN WITNESS WHEREOF, the Board executed this Agreement on the date set forth below and Contractor has executed this Agreement on the date set forth below.

LISA DIETSCH, PT, LLC
INDEPENDENT CONTRACTOR

By:_____
Lisa Dietsche, Physical Therapist

_____
Date

BOARD OF EDUCATION OF THE
NORDONIA HILLS CITY SCHOOL
DISTRICT

By:_____
Kevin Staller, Treasurer

_____
Date

By:_____
President Board of Education

_____
Date

Exhibit #S2

AGREEMENT

This agreement effective the 5/23/2011 (date), by and between Nordonia Hills City Schools (hereinafter referred to as FACILITY) and Sendero Therapies, Inc., (hereinafter referred to as CONSULTANT.)

For mutual consideration, the parties hereby agree as follows:

I. Duties of the Consultant

A. Provide direct occupational therapy evaluation and treatment service to students.

B. Record students' evaluation and treatment results and progress.

C. Provide information for the development of student IEPs.

D. Provide consultation as requested.

II. Duties of the Facility

A. Provide rent free space and equipment as is reasonably required to enable Consultant to perform duties and services.

B. Maintain liability insurance to indemnify and hold harmless Consultant from any claims caused by employees of Facility and/or premises.

C. Provide copies of IEPs and other related reports and materials.

III. Frequency of Services and Fee Schedule

A. Consultant shall make available 6.5 days per week at the rate of $440.00 per school day based on beginning 2011-2012 school year request for direct student caseload coverage and $55.00 an hour for consultation only student caseload coverage. Both parties will honor federal and state regulations for caseload coverage and days will be automatically adjusted if therapist/student ratios change. Such availability shall be invoiced to the Facility regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.

B. Consultant shall provide occupational therapy sessions for 2011 extended school year services (includes travel expenses) at the rate of $80.00 per session. Such availability shall be invoiced to the Facility regardless of student presence or absence. Scheduled days which are cancelled by the Consultant shall not be invoiced to the Facility.

C. Evaluations conducted by an OTR shall be billed at an hourly rate of $75.00 an hour ($90.00 during summer break). This includes new

referrals, re-evaluations, and screenings. Allowable billable time includes consultations with team members, evaluation procedures, provision of written report and recommendations and attendance at meetings.

D. Any additional time for IEP meetings, evaluations, consultation with staff or family, phone calls, travel, etc., as scheduled with the mutual agreement of the Facility and the Consultant, shall be billed to the Facility at the rate of $75.00 per hour.

E. Additional time for Professional Development Training to Nordonia Hills Schools staff, as scheduled with the mutual agreement of the Facility and the Consultant, shall be billed to the Facility at the rate of $75.00 per hour. Fees include preparation, set up time of presented materials and presentation. The anticipated number of sessions is _____ and more as deemed necessary and mutually agreed upon by Facility and Consultant.

F. Consultant shall invoice the Facility monthly for the performance of the work hereunder. Upon receipt the Facility will reimburse the Consultant within thirty days.

IV. Grounds for Termination

The Facility and Consultant shall have grounds for termination of this agreement upon:

A. Mutual agreement by Consultant and Facility;

B. Thirty days prior written notice of either party to the other;

C. Failure of either party to comply with the terms of this Agreement.

V. Term

The term of this Agreement shall begin on June 10, 2011 (date) and shall extend to June 30, 2012.

VI. Miscellaneous

This agreement shall be construed in accordance with the laws of the State of Ohio. Amendments to this Agreement may be made at any time by mutual agreement reduced to writing and signed by the parties.

BY: Rebecca L Mohler Date: 5/23/2011
President, Sendero Therapies, Inc.

NORDONIA HILLS CITY SCHOOLS BOARD OF EDUCATION

BY: _____ Date: _____

TITLE: _____

SPECIAL EDUCATION PARTICIPATION AGREEMENT Exhibit #S3
2011-12 SCHOOL YEAR

This Administrative Agreement for special education services for the handicapped is made between the Mayfield City Schools (RECEIVING) and the (SENDING) Nordonia Hills City Schools

---

TERMS OF THE AGREEMENT ARE:

The SENDING DISTRICT will:

1. Provide documentation of required medical information to determine program eligibility.

2. Provide documentation of a current (within the last two years) multi-factored evaluation and cooperate with the MAYFIELD SCHOOLS for any additional assessment.

3. Maintain a copy and provide the receiving district with a copy of the Individualized Education Plan (IEP-608).

4. Agree to pay normal or excess tuition upon receipt of invoice. **NOTE: Mayfield Special Programs (including MCHI, MCHI M.S., SHIP, and Pre-School)** will be billed with an estimated invoice, in advance.

The MAYFIELD SCHOOL DISTRICT (RECEIVING) or educational agency will:

1. Provide an appropriate special education and related services.

2. Schedule periodic (at least annual) reviews in accordance with due process procedures.

3. Cooperate in doing any required multi-factored evaluations.

4. If the receiving school district or educational agency has been delegated responsibility for conducting the periodic (at least annual) review and developing the IEP, it will maintain a copy and provide the sending school district with a copy of the IEP

5-4-11
Date

Dr. Phillip G. Price, Superintendent
MAYFIELD CITY SCHOOL DISTRICT

5/5/11
Date

Mr. Scott C. Snyder, Treasurer
MAYFIELD CITY SCHOOL DISTRICT

SENDING SCHOOL DISTRICT SIGNATURES

Date

Superintendent - Nordonia Hills City Schools

Date

Treasurer - Nordonia Hills City Schools

Please return original to **Mayfield Board of Education, Special Pupil Services, 1101 SOM Center Rd., Mayfield Hts., OH 44124** and retain a copy for your records.

Exhibit #S4

AGREEMENT BETWEEN THE BOARD OF EDUCATION
OF THE NORDONIA HILLS LOCAL SCHOOL DISTRICT
AND
THE SUMMIT COUNTY BOARD OF HEALTH
FOR THE PURPOSE OF FURNISHING SCHOOL HEALTH
SERVICES FOR THE SCHOOL YEAR 2011-2012

NORDONIA HILLS LOCAL SCHOOL DISTRICT, hereinafter referred to as the School, hereby employs the Board of Health of the Summit County Health District, hereinafter known as the Board, to provide health services to the School for the year June 16, 2011 through June 15, 2012.

1. The Superintendent of Schools, as the executive officer for the School, shall be the responsible administrative authority for this program as outlined. The Superintendent of Schools with the cooperation of the County Health Commissioner, shall outline the program to be followed. The approved program shall be carried out under the supervision of the County Health Commissioner, who shall have full authority regarding the employment and direction of school nursing personnel, personnel policies, and other related policies.

2. The Board hereby agrees to PROVIDE to the School the services of a Baccalaureate prepared Registered Nurse, who shall be responsible for performing nursing services in the schools, including home visits as may be necessary. Services include nursing care, health education, screening programs for vision, hearing and scoliosis, communicable disease management, assistance with special needs children and medication administration. Nursing services shall be provided for 2576 hours for the school year at a rate of $50.00 per hour.

3. The Board hereby agrees to (NOT PROVIDE) to the School the services of a Licensed Practical Nurse, who shall provide services as determined by the School and Board, under the statutes of the State of Ohio and the Ohio Nurse Practice Act, not to exceed .....hours for the school year at a rate of $ 28.00 per hour.

4. The Board hereby agrees to PROVIDE to the School the services of a School Health Aide(s). The School Health Aide will act under the delegation of the School Nurse pursuant to the statutes of the State of Ohio including Ohio Nurse Practice Act and those provisions regarding delegable nursing tasks. The School Health Aide(s) services will be provided for 4832 hours at a rate of $18.75 per hour.

5. Family Life Education WILL BE taught to fifth grade students; 11 courses are projected for the 2011-2012 school year. The Family Life Education course of 7 units each will be taught by public health nurses who have been trained and are supervised by the Board. A parent orientation meeting will be held prior to the classes and a curriculum will be provided by the Board for this program.

6. The Board further agrees to provide the School with additional health services at the School's request at an additional cost to be invoiced at the completion of the school year.

7. A detailed statistical report of services rendered shall be furnished to the Superintendent annually.

8. The School shall pay the Board for the performance of this contract, the total price of $219,400.

The contract shall be paid upon receipt of an invoice from the Board on October 1, 2011 and March 1, 2012. This agreement can be amended at any time by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate, the day and year first written.

WITNESSES:

BOARD OF EDUCATION
NORDONIA HILLS LOCAL SCHOOL DISTRICT

_____

By_____
President

_____

By_____
Treasurer

Date_____

WITNESSES:

SUMMIT COUNTY GENERAL HEALTH DISTRICT

_____

By_____
Health Commissioner

Date_____

CERTIFICATE OF FUNDS:

I hereby certify that $219,400, the amount required to meet the foregoing contract has been lawfully appropriated for such purpose and is available, free from any obligation now outstanding, as identified below:

( ) In the Treasury of the Nordonia Hills Local School District or in the process of collection.

( ) On deposit with the Summit County Educational Service Center or in the process of collection.

_____
Treasurer
Nordonia Hills Local School District

Exhibit #S5

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

LAKE ANNA YMCA
500 W. Hopocan 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

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

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
330 896 1964
877 GOT CAMP

AKRON ROTARY CAMP
4460 Rex 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
330 940 2500

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

NORTH HILL
10 W. Tallmadge 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 3560

the YMCA

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Nordonia Hills YMCA

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

Letter of Agreement

This 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) and the YMCA Phoenix Programs is for educational and diversion services to youth currently at risk of suspension.

WHEREAS, the School seeks to facilitate the educational/disciplinary process for those youth, grades 9- 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, habilitative, and rehabilitative services to all referred youth. NOW THEREFORE, the parties do mutually agree as follows:

1. YMCA P.A.L.E. Program to provide alternative disciplinary and educational services for youth grades 9- 12during the course of the regular school day and year.
2. Academic instruction will correspond to the student's educational abilities and will, where possible, coincide with current classroom instruction and assignments.
3. Students will be in a drug free, non-violent, zero tolerant environment.
4. Parent-teacher conferences and family intervention counseling may be used as part of the curriculum.
5. Educational testing and pre/post testing of students may be required.
6. Behavioral modification techniques using the normative model will be incorporated into the academic curriculum.
7. Students are responsible for their own lunch. The YMCA does not provide a food service.
8. Student referrals will be coordinated by the School with final approval of enrollment reserved for YMCA P.A.L.E. staff members. Referrals must be received by the P.A.L.E. staff one school day prior to scheduled enrollment.
9. The School is required to provide textbooks, assignments, and other educationally based materials to YMCA staff members once a student is referred. Students will be assisted in the completion of school assignments with final assessment/grading as the responsibility of the school.
10. The School at the request of YMCA P.A.L.E. faculty members will place students who become extremely disruptive/aggressive in the course of enrollment in Day Suspension on Out of School Suspension.
11. Students may be referred to Day Suspension for a total of thirty-five (35) school days in any one school year. Students may not be referred more than thirty-five (35) school days. No student may be placed in the program on a long-term basis.
12. Daily schedule will be based upon the Nordonia Hills School District's Academic Calendar.
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 cost(s) associated with this 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 is anticipated to be **$44,677** for the 2011-2012 school year, commencing on August 15, 2011, billable as follows:

One (1) prorated payment of $2233.85 due August 15, 2011;

Nine (9) equal installments of $4,467.70 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

The YMCA Phoenix Programs are individually oriented and staff is aware of the problems and challenges associated with its "at risk" population.

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

By:

Director of Pupil Services

President/CEO Akron Area YMCA

Lisa L. Gillota

Superintendent Nordonia Hills City Schools

YMCA Phoenix Program Representative

Treasurer, Nordonia Hills

President Board of Education

Exhibit #S6

Service Agreement

This agreement between *McKeon Education Group, Inc.*, hereinafter referred to as *MEG, Inc.* and **Nordonia Hills Board of Education** hereinafter referred to as the School/Agency Board, is made for the purpose of providing one school psychologist for St. Barnabas School located in Northfield, Ohio.

Witnesseth

MEG, Inc. agrees to provide one *School Psychologist* to work 7.5 hours per day, 5 days per week, 180 days per year, to be housed in the mobile unit during the 2011 – 2012 academic year, as per third party contract for the sum of **$64,500.00.** ***MEG, Inc. does further agree to the following:***

a. To abide by all Federal and State laws applicable to employment in the School Psychology field.

b. To provide supervision by a licensed School Psychologist including but not limited to:

- *Supervision of the professional assigned to St. Barnabas School*
- *Review of all reports submitted by school psychologist*

c. The professional assigned to St. Barnabas duties include but are not limited to:

- *Developing written reports for all students receiving services*
- *Attending Intervention Assistance Team meetings with parents, students and other professionals*
- *Utilizing effective written and verbal communication with school personnel parents and students*
- *Establishing and maintaining comprehensive plans for all students that qualify for services*
- *Develop educational programs for students*

P.O. BOX 670138 • NORTHFIELD, OH 44067 • 330-468-0735 • meginckm@aol.com • meginc.org

MEG, Inc. also certifies that the above services for which payment is requested will be rendered on specific dates and times as determined by the ***MEG, Inc.*** and the school district. ***MEG***, Inc. will invoice the school district quarterly beginning on September 15, 2011 and concluding on May 15, 2012. Payments on invoices are due on the 5th of the month following the submitted invoice.

***M*cKeon *E*ducation *G*roup, Inc.**

By: Kelly M. McKeon; President 5.22.11

Signature & Title *Date*

Address: 656 Continental Drive; Sagamore Hills, Ohio 44067

Tax Identification Number: 73-1672066

Nordonia Hills Board of Education

By:_____

Signature & Title *Date*

Address: 9370 Olde Eight Road, Northfield, OH 44067

Exhibit #S7

Service Agreement

This agreement between *McKeon Education Group, Inc.*, hereinafter referred to as *MEG, Inc.* and **Nordonia Hills Board of Education** hereinafter referred to as the School/Agency Board, is made for the purpose of providing health services to St. Barnabas School located in Northfield, Ohio.

Witnesseth

MEG, Inc. agrees to provide one *Registered Nurse* to work 7 hours per day, 5 days per week, 180 days per year, to be housed in the school health clinic during the 2010-2011 academic year, as per third party contract for the sum of **$33,000.00.** ***MEG, Inc. does further agree to the following:***

a. ***To abide by all Federal and State laws applicable to employment in the School Health Service Division. All non-certified personnel will be supervised by a certified BSN.***

b. ***The Registered Nurse will fulfill the following:***

- ***Utilize effective written and verbal communication with school personnel parents and students***
- ***Establish and maintain comprehensive school health program***
- ***Develop educational programs for students***
- ***Be responsible of all job duties of Health Aid described below***
- ***Administer medication in accordance with school board policy and the policy of MEG, Inc. and inform the MEG supervisor of all students taking medication***
- ***Communicate orally and in writing with pupils and their families when necessary***
- ***Follow pupil health care management plan as set forth by the student's physician***

- ***Meet all state certification requirements in CPR, First Aid and have a working knowledge of Emergency Guidelines for Schools***
- ***Follow all confidentiality requirements as set forth in HIPPA laws***
- ***Maintain student health files***
- ***Notify parents/guardians if students become ill or are injured during the school day***
- ***Assist in securing health and immunization questionnaires on student***
- ***Keep accurate and up-to-date records on all students enrolled at school***
- ***Assist school personnel in Kindergarten Screening***
- ***Maintain documentation regarding hours/days worked***
- ***Report to MEG Inc.'s Supervisor of Health Services***

MEG, Inc. also certifies that the above services for which payment is requested will be rendered on specific dates and times as determined by the *MEG, Inc.* and the school district. *MEG*, Inc. will invoice the school district quarterly beginning September 15, 2011 and ending May 15, 2012. Payments on invoices are due the 5th of month following receipt of invoices.

McKeon Education Group, Inc.

By: Kelly M. McKeon; President 5.22.11

Signature & Title *Date*

Address: 656 Continental Drive; Sagamore Hills, Ohio 44067

Tax Identification Number: 73-1672066

Nordonia Hills Board of Education

By:_____

Signature & Title *Date*

Address: 9370 Olde Eight Road, Northfield, OH 44067

CLEVELAND CLINIC CENTER FOR AUTISM
Cleveland Clinic Children's Hospital for Rehabilitation
2011 School Tuition Contract with School System
NORDONIA HILLS CITY SCHOOLS

AGREEMENT dated this twenty fourth day of May, 2011, is between Nordonia Hills Board of Education in the County of Summit, in the State of Ohio ("SENDING DISTRICT") and the Cleveland Clinic Children's Hospital for Rehabilitation, through its Cleveland Clinic Center for Autism School, a non-public school ("NON-PUBLIC SCHOOL") for children with autism spectrum and related disorders located in the County of Cuyahoga in the State of Ohio.

WITNESSETH:

In consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the NON-PUBLIC SCHOOL the education services described in the individualized educational program ("SERVICES") for a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2011-2012 school year in accordance with the Individuals with Disabilities in Education Act (hereafter "IDEA") (20 U.S.C. §§ 1400, *et seq.*) and the regulations promulgated thereunder and Ohio Revised Code Title XXXIII, Chapter 3323 and the regulations promulgated thereunder by the State Board of Education. The NON-PUBLIC SCHOOL will work with SENDING DISTRICT in scheduling reasonable dates and times in advance to conduct on-site observations of the PUPIL; to develop, discuss and re-evaluate the PUPIL's Individualized Education Program (IEP); and to review the PUPIL's progress.

2. This AGREEMENT is effective September 6, 2011 (the "EFFECTIVE DATE") and shall continue in full force and effect until August 10, 2012 unless otherwise terminated as provided herein.

3. Tuition charges, under this AGREEMENT, as well as the payment of the same shall be made in accordance with applicable Ohio Statutes and the rules and regulations of the State Board of Education.

   A. The SENDING DISTRICT agrees to pay the NON-PUBLIC SCHOOL an annual tuition of $71,106 Payments may be made according to one of the following payment options (please select one):

   ☐ **OPTION 1:**
   One payment in the amount of $69,685 due NO LATER than September 30, 2011. This amount represents a discount of 2.0% off the annual tuition. If payment is not received in full by September 30, 2011, then SENDING DISTRICT will make payments in accordance with Option 2.

☐ **OPTION 2:**

Three payments each in the amount of $23,702 shall be due as follows:

a. September 1, 2011

b. January 1, 2012

c. May 1, 2012

☐ **OPTION 3:**

Twelve (12) monthly payments each in the amount of $5,925.50 shall be due NO LATER the first (1st) of each month during the term of this AGREEMENT.

B. In the event that individual services beyond those regularly provided by the NON-PUBLIC SCHOOL are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the related charges. If SENDING DISTRICT deems a multifactored evaluation (MFE) is needed and wishes to engage the NON-PUBLIC SCHOOL to conduct the MFE, NON-PUBLIC SCHOOL will perform such service for an additional charge.

C. If the PUPIL does not enroll at the start of the term, tuition charges will be pro-rated based on PUPIL's scheduled start date at the NON-PUBLIC SCHOOL as follows:

- Under Payment Option 1, tuition will be pro-rated based on twelve (12) months. Tuition payment is due upon execution of this AGREEMENT.

- Under Payment Option 2, tuition will be pro-rated based on four (4) months per payment for the payment period that included the PUPIL's start date. The first payment is due upon execution of this AGREEMENT. The remaining two (2) payments will be made pursuant to the above payment schedule under Option 2.

D. If the PUPIL transitions to the SENDING DISTRICT during the term of this AGREEMENT, the NON-PUBLIC SCHOOL will pro-rate the tuition charges through the effective date of transition depending on the payment option selected by the SENDING DISTRICT. The NON-PUBLIC SCHOOL will refund the difference between the prorated amount and the amount of tuition the SENDING DISTRICT paid year-to-date, less any outstanding amounts owing to the NON-PUBLIC SCHOOL.

4. Invoices will be mailed to the SENDING DISTRICT based on the tuition payment schedules outlined above and will include appropriate PUPIL identification. All payments are to be mailed to the following address:

Cleveland Clinic Children's Hospital for Rehabilitation – Center for Autism
P.O. Box 931028
Cleveland, Ohio 44193

A late fee of 1.5% or the maximum amount allowed by law, whichever is less, may be charged for any late payments. Payments that are sixty (60) days or more past due may result in the termination of this AGREEMENT. Termination of this AGREEMENT shall not affect NON-PUBLIC

SCHOOL's right to pursue recovery of any payments or other amounts owed under this AGREEMENT.

5. The NON-PUBLIC SCHOOL agrees to record PUPIL's attendance in a public school register as required by the rules and regulations of the State Board of Education.

6. SERVICES for PUPIL will not commence until all required enrollment forms and documents, including the execution of this AGREEMENT, are completed and returned to the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.

7. Either party may terminate this AGREEMENT by giving thirty (30) days prior written notice to the other party and tuition will be prorated and charged through the effective date of termination.

   - If the SENDING DISTRICT does not provide thirty (30) days prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT a prorated amount equal to thirty (30) days from notice date or the PUPIL's last day, whichever is later.

   - If the NON-PUBLIC SCHOOL does not provide thirty (30) days prior written notice, the SENDING DISTRICT is only responsible for tuition up to and including the PUPIL's last day of attendance.

8. If the PUPIL is absent for more than five (5) consecutive days, the NON-PUBLIC SCHOOL agrees to notify the SENDING DISTRICT of such absence to allow the SENDING DISTRICT the option of investigating PUPIL's enrollment status. If the SENDING DISTRICT discovers enrollment has ceased, SENDING DISTRICT will provide written notice of the termination to the NON-PUBLIC SCHOOL and will be responsible for the amount outlined under Section 7 above. If the NON-PUBLIC SCHOOL fails to notify the SENDING DISTRICT, its right to tuition beyond the absences not communicated will be waived.

9. In the event that any dispute arises under this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible on the understanding that the interests of the PUPIL shall be of the foremost concern in resolving such disputes.

10. In the event that the letter of approval to operate from the Ohio Department of Education is withdrawn from the NON-PUBLIC SCHOOL this AGREEMENT shall terminate. The SENDING DISTRICT shall be responsible for the length of time the PUPIL is enrolled.

11. The parties agree to comply with all laws, rules and regulations as they may be amended from time to time applicable to this AGREEMENT.

12. Enrollment is for full-day SERVICES. Leaves of absence from the program are typically not permitted without payment of tuition, but may be considered on an individual basis. Continued placement will be considered based on individual circumstances.

13. During the performance of this AGREEMENT, the NON-PUBLIC SCHOOL agrees as follows:

A. The NON-PUBLIC SCHOOL will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or gender. The NON-PUBLIC SCHOOL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship.

B. The NON-PUBLIC SCHOOL will, in all solicitations or advertisements for employees placed by or on behalf of the NON-PUBLIC SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.

C. The NON-PUBLIC SCHOOL will recruit and admit children of any race, color, gender or ethnic origin to all its rights, privileges, programs and activities. In addition, the NON-PUBLIC SCHOOL will not discriminate on the basis of race, color, gender or ethnic origin in the administration of its educational programs and athletics/extracurricular activities.

D. The NON-PUBLIC SCHOOL shall furnish such reports or other documents to the Ohio Department of Education, Pupil Development Division, Equity Assurance and Compliance Section, as may be requested by the Department from time to time in order to carry out the purposes of applicable regulations.

14. MISCELLANEOUS.

A. This AGREEMENT shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.

B. SENDING DISTRICT shall not use the name, logo, likeness, trademarks, image or other intellectual property of the NON-PUBLIC SCHOOL for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the NON-PUBLIC SCHOOL as to each such use.

C. SENDING DISTRICT 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 acknowledges that the NON-PUBLIC SCHOOL shall have the right to terminate this AGREEMENT immediately in the event that SENDING DISTRICT is Debarred.

D. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this AGREEMENT, each party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the SERVICES provided hereunder. Access will be granted until the expiration

of six (6) years after the furnishing of SERVICES hereunder. Access will also be granted to any books, documents or records related to this AGREEMENT between a party and organizations related to that party, but only an as needed basis.

E. The NON-PUBLIC SCHOOL expends a great deal of time and resources recruiting and training its employees and consultants to assure a high degree of competency and the SENDING DISTRICT agrees that, during the term of this Agreement and for one year thereafter ("Restricted Period"), it will not solicit or hire the NON-PUBLIC SCHOOL'S employees and consultants. The SENDING DISTRICT acknowledges that a breach of this provision will directly cause substantial damage to the NON-PUBLIC SCHOOL, which damage cannot be ascertained with reasonable certainty. Accordingly, upon any breach of this provision, SENDING DISTRICT agrees to pay to the NON-PUBLIC SCHOOL as liquidated damages and not as a penalty a sum equal to two (2) times the annual gross compensation for each such employee or consultant the SENDING DISTRICT hires during the Restricted Period.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as the EFFECTIVE DATE.

CLEVELAND CLINIC CHILDREN'S HOSPITAL FOR REHABILITATION

_____
Hospital Administrator/Hospital Director

_____
Date

SENDING DISTRICT

_____
Superintendent of Schools/ Board of Education President

_____
Date

_____
Board of Education Treasurer

_____
Date

(CLE-42811) Approved as to form

Exhibit #S9

ASG Education Services, Inc.

Leap Program
200 N. Mantua Street Kent, Ohio 44240
(330) 676-8674 *Fax:* (330) 676-8673 *Email*: www.theleapprogram.net

Day Treatment-Purchase Service Agreement

2011-2012 School Year

THIS AGREEMENT is entered into between the Nordonia Hills City Schools (hereafter "Placing District") and ASG Education Services Inc. a special needs education company, for the sole purpose of providing education services in accordance with placement at the "Leap Program".

WHEREAS, Ohio Revised Code 3323.08 authorizes a district to place a child in a private school or private residential treatment center.

WHEREAS, Students identified and referred by _____ will be attending ASG Education Services, Inc. "Leap Program".

THE PARTIES AGREE AS FOLLOWS:
The Placing District will pay ASG Education Services Inc. a per diem rate of ***$125*** per student, after services rendered, including teacher in service and calamity days.

1. ASG Education Services Inc. and the Placing District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactored Evaluation, re-evaluations, current and past IEP'S, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for ASG Educational Services Inc. and/or their placing school district to fulfill their educational obligations to the above identified student.

2. The Placing District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, ASG Education Services Inc. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above named district contact.

3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2011/2012 school year (5/30/12).

4. In the event the students educational needs are no longer the responsibility of the above named placing school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program, providing the Placing District notifies ASG Education Services Inc. in writing Ten (10) Business days Prior this event. Advance quarterly payment will be refunded to the school district provided ten day notification provision falls within the first 30 quarterly days of the above named quarter excluding the per diem rate calculated based on number of days student attends within the

quarter. Program credit may be issued and applied to other students at the request of the Placing District in place of a refund.

5. ASG Education Services Inc. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified Placing District.

6. ASG Education Services Inc. and Placing District will collaborate on the development of an IEP acceptable to all IEP team members and parties.

7. ASG Education Services Inc. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from ASG Education Services Inc. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/ or securing assistance from local law enforcement authorities. The Placing District will be promptly informed of such an event.

IN WITNESS WHEROF, the parties have executed this Agreement on the day and year indicated below.

Placing District Representative: _____ Date: ___/___/___

ASG Education Services Inc.
Reese Rose, Program Director: _____

Date: 6/3/11

since 1895

Design-Build Solutions, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

Option #1- Nordonia Hills City Schools. Ledgeview Elementary "South Roof Section": Restore roof with the Black Knight Restoration System as per detailed scope of work, and Garland Specifications.

Line Item Pricing Breakdown (Item 1)

Item #	Item Description	Unit Price	Quantity	Extended Price
16.11	**RESATURATION OF ASPHALT ROOF SYSTEMS** Wet Vac Roof to Remove Aggregate, Resat & Apply New Aggregate as Specified - Coating Applied at 6-8 Gallons per Sqr w/ New Gravel (New Flashings also Required Separate Line Item)	$4.09	21,300 Sq. Ft.	$87,117.00
Total	**Per Installation Line Item Pricing**			**87,117.00**
OH	**MULTIPLIER** **OH** – State Labor Multiplier			0.98
Total	**Installation Pricing After Multipliers**			**$85,374.66**

Total Garland Material Pricing: **$ 62,227.00**

since 1895

Design-Build Solutions, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055

Total Pricing per Line Item Schedule:	$147,601.66
Less 1% OSTS Discount:	$ 1,476.01
Total OSTS Schedule Price:	**$146,125.65**

A one-time site-specific discount has been given based upon the DBS bid received and the site specific market conditions relating to the work of $4,850.65

Competitive Bid Results: (Item 1)

Mid-Ohio Roofing	**$141,275.00**
Team Roofing	$149,742.00
Champion Roofing	$151,564.00

Line Item Pricing Breakdown (Option 1)

Item #	Item Description	Unit Price	Quantity	Extended Price
16.11	**RESATURATION OF ASPHALT ROOF SYSTEMS** Wet Vac Roof to Remove Aggregate, Resat & Apply New Aggregate as Specified - Coating Applied at 6-8 Gallons per Sqr w/ New Gravel (New Flashings also Required Separate Line Item)	$4.21	13,500 Sq. Ft.	$56,835.00
Total	**Per Installation Line Item Pricing**			**56,835.00**
OH	**MULTIPLIER** **OH** – State Labor Multiplier			0.98
Total	**Installation Pricing After Multipliers**			**$55,698.30**

Total Garland Material Pricing:	**$ 33,695.50**
Total Pricing per Line Item Schedule:	$ 89,393.80
Less 1% OSTS Discount:	$ 893.93
Total OSTS Schedule Price:	**$ 88,499.87**

A one-time site-specific discount has been given based upon the DBS bid received and the site specific market conditions relating to the work of $19,577.87

Competitive Bid Results: (Option 1)

Mid-Ohio Roofing	**$68,922.00**
Team Roofing	$84,392.00
Champion Roofing	$82,534.00

BOARD RESOLUTION

The Board of Education of the _____School District met in regular session on _____, 2011 at ___pm with the following members present:

_____ _____

_____ _____

_____

The treasurer advised the Board that the notice requirements of Section 121.22 of the Ohio Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____moved for the adoption of the following resolution:

WHEREAS, the Stark County Schools Council of Governments (hereinafter "COG") have formed a regional council of governments for the purposes of promoting cooperative arrangements and agreements among its members and between its members and government agencies or private persons or entities, performing functions and duties which its members can perform and addressing problems of mutual concern; and

WHEREAS, the Summit County Educational Service Center (hereinafter "Summit") has negotiated with the COG to allow membership of Summit's affiliated districts at no cost for the cooperative purchasing program; and

WHEREAS, the _____ Board of Education (hereinafter "Board") desires to become a member of the COG and participate in its cooperative purchasing program as well as other programs that are or may become available;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the _____ School District, _____ County, Ohio that:

1. The Agreement Establishing the Stark County Schools Council ("Agreement"), and Bylaws is hereby approved and the Treasurer is hereby authorized and directed to execute any documents necessary to effectuate participation in the COG on behalf of this Board.

2. The effective date of the Board's participation shall be _____.

_____second the motion.

Upon roll call on the passage of the resolution, the vote was as follows:

_____ _____ _____

_____ _____

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 2011 of the Board of Education of the _____School District, showing the passage of the resolution hereinabove set forth.

_____
Treasurer, Board of Education
_____ School District

Exhibit T1A

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 001 - GENERAL:							
8,624,241.13	2,490,830.87	36,235,199.29	3,050,836.46	36,971,700.34	7,887,740.08	1,624,395.06	6,263,345.02
TOTAL FOR Fund 002 - BOND RETIREMENT:							
1,200,690.85	198,254.15	3,309,218.10	1,436.90	2,771,470.93	1,738,438.02	0.00	1,738,438.02
TOTAL FOR Fund 003 - PERMANENT IMPROVEMENT:							
947,721.84	47,978.70	740,082.19	286.94	481,867.03	1,205,937.00	24,990.00	1,180,947.00
TOTAL FOR Fund 004 - BUILDING:							
2,902,357.67	39,532.67-	86,675.64-	0.00	2,603,181.56	212,500.47	167,351.06	45,149.41
TOTAL FOR Fund 006 - FOOD SERVICE:							
69,317.08	190,388.76	1,294,045.62	91,905.39	1,439,451.54	76,088.84-	88,885.26	164,974.10-
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:							
137,731.19	31,189.84	188,746.00	28,129.25	156,214.95	170,262.24	86,085.97	84,176.27
TOTAL FOR Fund 019 - OTHER GRANT:							
31,859.11	2,000.00	7,256.66	888.00	17,511.12	21,604.65	4,351.67	17,252.98
TOTAL FOR Fund 020 - SPECIAL ENTERPRISE FUND:							
124.70	1,050.51	10,532.82	1,840.93	9,070.11	1,587.41	1,051.68	535.73
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:							
98,424.40	9,419.73	184,404.52	58,291.15	168,613.15	114,215.77	53,519.39	60,696.38
TOTAL FOR Fund 300 - DISTRICT MANAGED ACTIVITY:							
118,325.47	5,455.79	356,591.80	13,375.55	327,816.96	147,100.31	43,475.84	103,624.47
TOTAL FOR Fund 401 - AUXILIARY SERVICES:							
56,899.94	0.00	595,723.92	70,466.40	427,007.29	225,616.57	218,999.70	6,616.87
TOTAL FOR Fund 432 - MANAGEMENT INFORMATION SYSTEM							
0.00	0.00	3,000.00	0.00	866.13	2,133.87	0.00	2,133.87
TOTAL FOR Fund 440 - ENTRY YEAR PROGRAMS:							
37.10	0.00	0.00	0.00	0.00	37.10	0.00	37.10

Begin Balance	MTD Receipts	FYTD Receipts	MTD Expenditures	FYTD Expenditures	Current Fund Balance	Current Encumbrances	Unencumbered Fund Balance
TOTAL FOR Fund 451 - DATA COMMUNICATION FUND:							
0.00	6,000.00	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00
TOTAL FOR Fund 499 - MISCELLANEOUS STATE GRANT FUN							
164,806.32	9,552.00	25,800.00	16,566.22	299,740.85	109,134.53-	84,579.68	193,714.21-
TOTAL FOR Fund 504 - EDUCATION JOBS FUND:							
0.00	120,939.96	158,647.96	45,305.55	181,848.95	23,200.99-	0.00	23,200.99-
TOTAL FOR Fund 506 - RACE TO THE TOP:							
0.00	0.00	5,542.00	0.00	558.04	4,983.96	600.00	4,383.96
TOTAL FOR Fund 516 - IDEA PART B GRANTS:							
148,918.93	162,343.90	994,463.05	94,822.66	1,123,325.50	20,056.48	77,871.85	57,815.37-
TOTAL FOR Fund 532 - FISCAL STABILIZATION FUND:							
0.00	66,399.29	340,673.59	24,136.05	260,481.34	80,192.25	0.00	80,192.25
TOTAL FOR Fund 533 - TITLE II D - TECHNOLOGY:							
161.95	0.00	105.24	0.00	161.95	105.24	0.00	105.24
TOTAL FOR Fund 551 - LIMITED ENGLISH PROFICIENCY:							
4,090.40	25,786.60	29,877.00	0.00	32,520.73	1,446.67	0.00	1,446.67
TOTAL FOR Fund 572 - TITLE I DISADVANTAGED CHILDRE							
69,690.12	0.00	180,094.59	9,867.84	294,054.39	44,269.68-	29,216.57	73,486.25-
TOTAL FOR Fund 584 - DRUG FREE SCHOOL GRANT FUND:							
2,940.06	0.00	2,940.06	0.00	2,940.06	2,940.06	0.00	2,940.06
TOTAL FOR Fund 587 - IDEA PRESCHOOL-HANDICAPPED:							
50,739.16	0.00	34,806.41	0.00	77,206.41	8,339.16	41,602.48	33,263.32-
TOTAL FOR Fund 590 - IMPROVING TEACHER QUALITY:							
18,048.36	0.00	17,898.36	3,400.00	34,784.89	1,161.83	7,871.80	6,709.97-
GRAND TOTALS:							
14,739,210.33	3,328,057.43	44,640,973.54	3,511,555.29	47,682,394.22	11,697,789.65	2,554,848.01	9,142,941.64

NORDONIA HILLS CITY SCHOOLS
Comparative Financial Statements for Eleven Months 91.67%
Month Ended May 31, 2011

	YEAR TO DATE 5/31/2010	YEAR TO DATE 5/3 1/2011	INCREASE/ DECREASE	% CHANGE	TOTAL YEAR SOURCES	% of TOTAL SOURCES
REVENUES						
General Property	$ 22,555,101	22,425,529	$ (129,572)	-0.6%	$ 22,420,066	100.0%
Tangible Personal Property	1,963,115	1,430,675	(532,440)	-27.1%	1,429,806	100.1%
State Grants In Aid	4,794,096	4,768,143	(25,953)	-0.5%	4,982,333	95.7%
Public Utility/Tan Replace	640,460	640,460	-	0.0%	640,460	100.0%
Property Tax Allocation/Rollback	6,221,208	6,310,373	89,165	1.4%	6,249,881	101.0%
Other Operating Income	852,737	774,516	(78,221)	-9.2%	994,263	77.9%
TOTAL REVENUES	37,026,717	36,349,696	(677,021)	-1.8%	36,716,809	99.0%
EXPENDITURES						
Salaries and Wages	22,135,475	21,931,002	(204,473)	-0.9%	23,654,000	92.7%
Fringe Benefits	8,811,004	9,093,448	282,444	3.2%	9,142,017	99.5%
Purchased Services	4,374,351	4,216,407	(157,944)	-3.6%	4,707,671	89.6%
Supplies and Materials	1,251,201	1,186,183	(65,018)	-5.2%	1,316,287	90.1%
Capital outlays	619,545	320,224	(299,321)	-48.3%	605,529	52.9%
Other Objects	689,650	646,049	(43,601)	-6.3%	724,012	89.2%
TOTAL EXPENDITURES	37,881,226	37,393,313	(487,913)	-1.3%	40,149,516	93.1%
OPERATING EXCESS REV OVER EXP	$ (854,509)	$ (1,043,617)	(189,108)		$ (3,432,707)	
OTHER FINANCIAL SOURCES	5,489,350	384,825	(5,104,525)		450,000	
OTHER FINANCIAL USES	5,922,746	20,719	(5,902,027)		450,000	
NET OTHER SOURCES AND USES	$ (433,396)	$ 364,106	797,502		$ -	
EXCESS REVENUE OVER EXPENSE	$ (1,287,905)	$ (679,511)	$ 608,394		$ (3,432,707)	
BEGINNING CASH	$ 11,966,622	$ 8,624,241			$ 8,624,241	
ENDING CASH	$ 10,678,717	$ 7,944,730			$ 5,191,534	
Outstanding Encumbrances	$ 1,657,785	$ 1,624,395				

SOURCES

The information contained above was taken from the SM2M report.

NOTES

Total year sources reflects the May, 2011 five year forecast update.
Thru May, 24 out of 26 payrolls have been paid for 92 % of the budget.

Exhibit T1B